

# CONTRACT DETAILS

<b>Customer:</b> 981373 - NORTH ROYALTON WWTP	<b>Start Date:</b> February 19, 2019	<b>Default Origin:</b> CUY
<b>Contract:</b> 5006192491	<b>Expiration Date:</b> February 05, 2025	<b>Waste Generator:</b> City of North Royalton
<b>Type:</b> Inbound	<b>Special Waste:</b> <input checked="" type="checkbox"/>	<b>Apply Load Rate:</b> <input type="checkbox"/>
<b>Sales Rep:</b> FRYE,GORDON B	<b>Permanent:</b> <input checked="" type="checkbox"/>	<b>Load Rate Misc. Transaction Code:</b>
<b>Po Number:</b>		<b>Load Rate:</b> (\$0.00)
<b>Cash Only:</b> <input type="checkbox"/>		<b>Service Agreement Effective Date:</b>
<b>Prepaid:</b> <input type="checkbox"/>		<b>Service Agreement Expiration Date:</b>
<b>Collect:</b> <input type="checkbox"/>	<b>Facilities:</b> All Facilities	

**Note:** Screenings & Grit / City of North Royalton

**Material:** SW-SLUDGE-WWTP-MUNICIPAL **Bill UOM:** TN **Tracking UOM:** YD **Leed:** ☐ **Price Type:** Flat Rate

Rate	Tier Formula	Effective Date	Expiration Date	Billed Qty	Tracked Qty	Billed \$	Min \$	Max \$	Ord. Qty	Max Qty
\$ 28.830		02/05/2022		0.00	0.00	0.00	0.00	0.00	0.00	120.00
\$ 28.830		02/01/2022	02/05/2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00
\$ 27.460		03/02/2021	01/31/2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00
\$ 26.920		02/01/2020	01/31/2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00
\$ 25.640		02/19/2019		0.00	0.00	0.00	0.00	0.00	0.00	0.00

2/2/22, Recertification, JK

Leah  
Gluvna

Digitally signed by Leah  
Gluvna  
City of North Royalton  
DN: cn=Leah Gluvna, email=leah.gluvna@cityofnorthroyalton.org, o=City of North Royalton, ou=City of North Royalton, c=US



# Republic Services

18500 N. Allied Way, Phoenix, AZ 85054

## SPECIAL WASTE DEPARTMENT DECISION

Waste Profile #

5006192491

Expiration Date

2/5/2025

### I. Decision Request:

☐ Initial

☒ Recertification

☐ Change

Disposal Facility: 5006 - Lorain County Landfill

Generator Name: City of North Royalton

Generator Site Address: 11675 Royalton Road

City: North Royalton

County:

State: OH

Zip:

Name of Waste: Screenings and Grit

Estimated Annual Volume: 120 Tons

### II. Special Waste Department Decision:

☒ Approved ☐ Rejected

Management Method(s):



Landfill



Solidification



Bioremediation



Deep Well



Transfer Facility

Problematic Special Waste according to Republic?



Yes



No

If yes, which one?

Approved by Special Waste Review Committee?



Yes



No

☒ Not Applicable

### Precautions, Conditions or Limitations on Approval

Special Waste Analyst Signature:

Date: 1/25/2022

Name (Printed): Suzanne Glass

### III. Facility Decision:



Approved



Rejected

### Precautions, Conditions or Limitations on Approval

By signing below, the General Manager or Designee agrees that a fully executed Special Waste Service Agreement is on file for this profile and that the special waste file is complete.

General Manager or Designee:

Date: 1/25/2022

Name (Printed):

GARY CAPAN



# SPECIAL WASTE DISPOSAL SERVICES AGREEMENT FOR NON-HAZARDOUS WASTES

Special Waste Profile No: 5006192491 & 5006192492

INVOICE TO (Generator Billing Information)	
GENERATOR NAME (the "Generator") North Royalton WWTIP	
ATTN: Mark Smith	
ADDRESS 11675 Royalton Road	
CITY	ZIP CODE
STATE	
North Royalton, OH	44133
TEL NO.	FAX NO.
440-237-5010	

LANDFILL FACILITY ("Facility")	
LEGAL ENTITY NAME LORAIN COUNTY LANDFILL	
ADDRESS 43502 Oberlin Elyria Road	
CITY	ZIP CODE
STATE	
Oberlin, OH	44074
TEL NO.	FAX NO.
440-774-4050	
AUTHORIZED BY:	TITLE
CONTACT	TITLE
Gordon Frye	MESE

1. **Special Waste Services.** Subject to the terms and conditions contained in this Agreement (as defined in Section 4), Company agrees to transport for disposal to, and cause to be accepted at, the Facility designated above, Acceptable Waste (as defined in Section 6) as designated below.

2. **Rates:**

A. Rates for Disposal:				
Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
Sludge Cake	Landfill	\$28.83	Current Cuy Fees	N/A
Grits and Screenings	Landfill	\$28.83	Current Cuy Fees	N/A

Additional Information:

Cannot Exceed Daily Volume of \_\_\_\_\_ Without Prior Approval of Company.

B. **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1)

2)

C. **Taxes, Fees & Other Charges.** Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws, ordinances and regulations, and all charges set forth in Section 9, including, without limitation, site specific fees, host fees, fuel recovery fees, environmental recovery fees and administrative fees.

3. **Term of Agreement.** This Agreement is effective for 36 months beginning on February 1, 2022 (the "Initial Term") and shall automatically renew for successive 1 month periods (each, a "Renewal Term"), unless written notice of non-renewal is delivered in accordance with Section 19 by one party to the other party at least 30 days before the expiration of the Initial Term or any Renewal Term.

Except for requests for bids that Generator must send to multiple parties under any Applicable Laws, Generator grants to Company the right to bid and/or compete for any future services sought by Generator, whether by means of competitive bids or otherwise, that are for services comparable to those provided under this Agreement.

COMPANY AND GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE, AND ON THE REVERSE SIDE OF THIS PAGE. IN ADDITION, GENERATOR IS CERTIFYING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE HAVE BEEN REVIEWED AND INITIALED AT THE BOTTOM OF THE PAGE.

GENERATOR  
  
SIGNATURE (AUTHORIZED REPRESENTATIVE)  
Mark A. Smith Superintendent  
NAME AND TITLE (PLEASE PRINT)  
DATE: 1/26/2022

COMPANY  
\_\_\_\_\_  
SIGNATURE (AUTHORIZED REPRESENTATIVE)  
\_\_\_\_\_  
NAME AND TITLE (PLEASE PRINT)  
DATE: \_\_\_\_\_



4. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Acceptable Waste shall consist of this Agreement, riders to the Agreement (if any), any Special Waste Profiles (including any approved changes and re-certifications) and any Application, permit and approval that may be applicable to the disposal of such Acceptable Waste ("Acceptable Waste Documentation").
5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").
6. **Acceptable Waste.** Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in this Agreement or the written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; and/or (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.
8. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After offloading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
9. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. If any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a franchise charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Acceptable Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator. For the purposes of this section, written notice may be provided via email, certified mail, or overnight courier.
10. **Termination/Suspension.** Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warranties or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days notice to Generator.
11. **Personnel Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste" and "Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
12. **Indemnification.** Generator agrees to indemnify, defend and hold harmless Company, the legal entity owning and/or operating the Facility, their subsidiaries, affiliates, and parent corporations, as applicable, and each of their respective officers, directors, lenders, employees, subcontractors and agents (collectively, the "Company Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concern of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. The indemnification and other obligations stated in this Section 12 shall survive the expiration and termination of this Agreement.
13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,000,000 combined single limit
Automobile Liability (if Generator hauling)	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". Said policies shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insureds under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Failure to Perform.** Except for Generator's obligation to pay amounts due to Company, neither party shall be liable for its failure to perform due to circumstances that are both not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party. If any of the circumstances provided for in the preceding sentence occur, including without limitation, whether any federal, state or local court or governmental authority takes any action that would (a) close or restrict operations at the Facility, or (b) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, Company shall have the right to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice; provided, however, that Generator's payment and indemnification obligations shall survive such reduction, suspension or termination. Neither Party is required to settle any labor dispute against its own best judgment.
15. **Assignment/Performance of Services.** Generator may not assign, transfer, subcontract or otherwise vest in any other company, entity or person, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may withhold in its sole discretion. Company may freely assign this Agreement or any of its rights or obligations thereunder, to any other company, entity or person, in its sole discretion. Additionally, Company may freely use any of its affiliates to provide the services and fulfill Company's obligations under this Agreement.
16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than as specifically set forth in this Agreement.
17. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, by Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste Profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.
18. **Miscellaneous.**
- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, projects, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
- (I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement.
19. **Notices.** All notices required under this Agreement shall be considered as having been given upon being placed in the mail, certified postage prepaid, addressed to Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
20. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Generator acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

GENERATOR: MAS

COMPANY: \_\_\_\_\_

August 2020



# Special Waste Summary Report

Contract Number: 5006192491

Landfill : Lorain County Landfill

Sales Rep Gordon Frye

Bill To: Norty Royalton

Acct #: 981373

Transporter Information

Name: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Generator Name: City of North Royalton

Origin: Cuyahoga

Additional Notes:

Waste Name: Screenings & Grit

Trux Waste Code Sludge-WWTP Muni-WP

Inbound Rate: \$28.83 UOM: Tons

Minimum: \_\_\_\_\_ Fee/Taxes \_\_\_\_\_

(ERF/FRF/Admin/Local)

Other Charges: \_\_\_\_\_

(Trans, Backfill, App, etc.)

ENTERED BY: Leticia Wright

DATE: 1/28/20

ADDITIONALLY APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# Special Waste Profile - Recertification



Disposal Facility: 5006 Lorain County Landfill OH

Waste Profile #: 5006192491

Sales Rep #:

## I. Generator Information

Generator Name: City of North Royalton

Generator Site Address: 11675 Royalton Road

City: North Royalton

County: Cuyahoga

State: Ohio

Zip: 44133

State ID/Reg No: NA

State Approval/Waste Code: NA

NAICS: NA

Generator Mailing Address ☐ (if different) 11675 Royalton Road

City: North Royalton

County: Cuyahoga

State: Ohio

Zip: 44133

Generator Contact Name: Mark A. Smith Superintendent

Email: msmith@northroyalton.org

Phone Number: (440) 237-5010

Ext:

Fax Number: (440) 582-6234

## II. Waste Stream Information

Name of Waste: Screenings and Grit

Check Section 1 or 2 below

1. ☐ There has been a change in the characteristics of the waste stream due to the following:
- a. Change of a raw material used in the waste generating process.
  - b. Change in the waste generating process itself.
  - c. Change in a physical characteristic of the waste.
  - d. New information has been documented concerning the human health effects of exposure to the waste.
- If any of these changes have occurred, a new profile sheet must be completed, and new analysis and/or SDS must be provided as appropriate.*
2. ☒ There have been no changes that would alter the physical characteristics of the special waste stream.  
Updated analytical may be required.

## III. Representative Sample Certification

☐ No Sample Taken

☒ Sample Taken Type of Sample Grab Sample

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent? ☒ Yes ☐ No

Sample Date: 1/5/2022

Sample ID Numbers: Grit/Screenings 2220106037