

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE SUMMIT/AKRON SOLID WASTE MANAGEMENT AUTHORITY ACCEPTING A COMMUNITY RECYCLING ASSISTANCE GRANT AND DECLARING AN EMERGENCY

WHEREAS, the Village applied for and was awarded a Community Recycling Assistance Grant from Summit/Akron Solid Waste Management Authority (dba "Reworks").

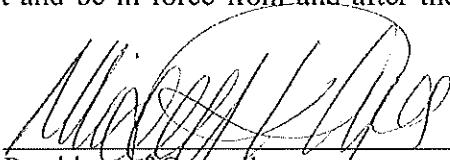
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

SECTION 1. The Mayor is authorized and directed to enter into a Memorandum of Understanding with the Summit/Akron Solid Waste Management Authority (dba "Reworks") substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference, accepting the \$3,637 recycling grant.


SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to adoption of this Resolution were adopted in an open meeting of this Council, and that the all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the Village of Richfield, County of Summit, State of Ohio and for the further purpose of ensuring that the Village can expeditiously dispose of various items of personal property of the Village via Internet auction; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 6-1-2021

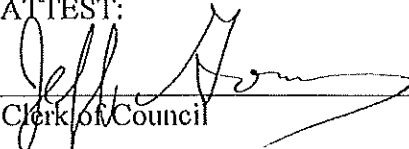


President of Council



Mayor

Dated: 6/2/2021

ATTEST:


Clerk of Council



CHAIR
Ilene Shapiro
County of Summit Executive

VICE CHAIR
Mayor William Roth
City of Fairlawn

SECRETARY/TREASURER
Diané Miller-Dawson
County of Summit

EXECUTIVE DIRECTOR
Marcie E. Kress
ReWorks

THIS MEMORANDUM OF UNDERSTANDING is made as of this 13th day of April, 2021 by and between THE SUMMIT/AKRON SOLID WASTE MANAGEMENT AUTHORITY (dba "ReWorks"), a regional solid waste management authority organized pursuant to Ohio Revised Code Section 343.011, and Richfield, a Village in and of the State of Ohio (the "Grantee").

Section 1. Definitions.

Unless otherwise defined herein, all defined terms used herein shall have the meaning set forth in the 2021 Community Recycling Assistance Grant Application Handbook (the "Handbook").

"Submittal Forms" shall mean the Application Cover Sheet, Authorized Signature for Applicant Community, Detailed Narrative, and the Waste Hauler and/or Tonnage Report contained in the 2021 Community Recycling Assistance Grant Application, OR the online version of the forms containing the same information, as completed by Grantee and submitted to ReWorks and as attached hereto and incorporated by reference herein.

Section 2. Grant of Funds by ReWorks.

ReWorks provisions to Grantee the sum of \$3,637.00 (the "Grant Funds") for use exclusively towards the Project(s) described in the Submittal Forms and incurred between January 1, 2021 and December 31, 2021.

The Grant Funds are estimated to include \$0.00 for Education & Promotion (the "Education & Promotion Amount").

ReWorks shall pay to Grantee in accordance with the reimbursement procedures set forth below. ReWorks will consider requests for reimbursement for approved project costs described in the Expenses Eligible for Reimbursement section of the Handbook.

- a. Upon incurring Expenses Eligible for Reimbursement between January 1, 2021 and December 31, 2021; and no later than January 10, 2022, Grantee shall provide written reimbursement requests to ReWorks (via the Eligible Expenses Reimbursement Request Form provided in the Handbook) which shall include evidence of Grantee's payment of eligible expenses, including all related financial documents, minimally both sides of eligible expense applicable canceled checks, shipping and receipt documents, invoices, contracts and reports where applicable.
- b. ReWorks shall review all Reimbursement Requests to determine whether the costs or expenses identified therein are reimbursable under this Memorandum of Understanding.
- c. Within ten (10) business days of receipt of a Reimbursement Request, ReWorks shall determine whether or not the costs or expenses contained therein are reimbursable and shall notify Grantee accordingly. If approved, ReWorks shall reimburse Grantee for the Expenses Eligible for Reimbursement identified within the Reimbursement Request.

Section 3. Grantee's Use of Grant Funds.

Grantee understands that if Grant Funds are used for any purpose not in compliance with the guidelines set forth by the Grant Documents, the Grant shall be terminated by ReWorks, no further Grant Funds shall be disbursed, and any Grant Funds spent on an unauthorized purpose shall be repaid to Reworks.

There shall be no cash or in-kind matching requirement for the disbursement of the Grant Funds.

If Grant Funds are specified for Education & Promotion, those funds will be paid directly to the appropriate vendor by ReWorks. Amounts paid by ReWorks for the Education & Promotion shall be deducted from the total amount of Grant Funds.

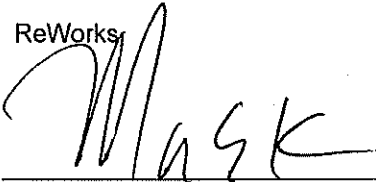
Section 4. Responsibilities of Grantee.

- (a) Grantee acknowledges that the required Grant Submittal Forms and annual report to ReWorks, as per the Handbook, have been completed accurately. If it is discovered that the Submittal Forms and/or annual report have been completed with inaccuracies, payment of Grant Funds will be withheld until the Submittal Forms and/or annual report have been corrected.
- (b) Grantee may also be required to participate in the CRAG Recognition program as described in the 2021 Community Recycling Assistance Grant Application Handbook.
- (c) The Authorized Official for the Grantee is:

Subdivision's Authorized Official

Title

AGREED TO BY THE AUTHORITY AND THE GRANTEE AS OF THE DATE SET FORTH ABOVE.

ReWorks

By: _____
Executive Director

Marcie E. Kress
Print Name

Richfield Village
Grantee

By: _____
Authorized Official

Print Name

Attachments: 2021 Community Recycling Assistance Grant Submittal Forms