

FIRST READING: 5.23.22
SECOND READING: 6.13.22
THIRD READING: _____

AMENDED ORDINANCE NO. 29-22

BY: JOHN B. SHEPHERD

AN EMERGENCY ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO PURCHASE TWO STATIONARY CARDBOARD COMPACTORS FOR THE SERVICE DIVISION FROM ROYAL OAK RECYCLING AT A COST NOT TO EXCEED \$88,246.20, AS FURTHER DESCRIBED IN EXHIBIT "A"

WHEREAS: the Director of Public Safety Service requested proposals for pricing for the purchase of two (2) Stationary Cardboard Compactors for the Service Division; and

WHEREAS: one (1) proposal was vetted by the Director of Public Safety Service, copy of which is on file in the office of the Director of Public Safety Service; and

WHEREAS: the Director of Public Safety Service has determined it to be in the best interest of the City of Rocky River to select the bid for the Stationary Cardboard Compactors from Royal Oak Recycling, at a total cost not to exceed Eighty Eight Thousand Two Hundred Forty Six Dollars and 20/100 (\$88,246.20), \$25,000.00 of which will be reimbursed by a grant from the Cuyahoga County Solid Waste District, as further described in Exhibit "A".

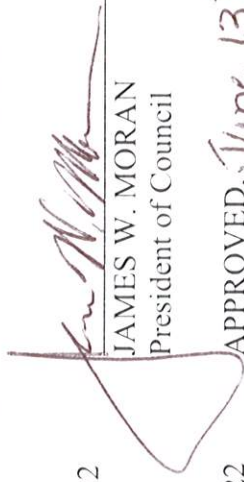
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Director of Public Safety Service of the City of Rocky River is hereby authorized to purchase two (2) Stationary Cardboard Compactors from Royal Oak Recycling, 313 East Hudson, Royal Oak, MI 48067, for the Service Division at a total cost not to exceed Eighty Eight Thousand Two Hundred Forty Six Dollars and 20/100 (\$88,246.20), \$25,000.00 of which will be reimbursed by a grant from the Cuyahoga County Solid Waste District, as further described in Exhibit "A".

SECTION 2. That the purchase of said equipment shall be paid for from the Equipment Purchase Fund-Refuse and Recycling and County Grants accounts.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety, and to preserve pricing, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor: otherwise it shall take effect and be in force from and after the earliest period allowed by law.

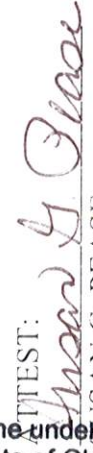
PASSED: June 13th, 2022


JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: June 13th, 2022

APPROVED, June 13th, 2022

TEST: 
SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
Mayor

I, the undersigned c
State of Ohio, do he
foregoing ordinance
thereof in the lobby
accordance with the
the 13th day of June


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THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF
ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE
NO. 29-222 ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 13TH DAY OF March, 2022 THAT THE
PUBLICATION OF SAID ORDINANCE



PROPOSAL 05-0222-002

ROYAL OAK RECYCLING

To: Rich Snyder
Company: City of Rocky River
Address: 22401 Lake Rd.
Rocky River, OH 44116

Date: February 1, 2022
Job Name: New Compactors
Telephone: (216) 701-5177
Email: rsnyder@rrcity.com

Two (2) New Cram-A-Lot CH-04-LP Stationary Compactors, including the following:

- TEFC 15 HP MOTOR
- SINGLE 7" CYLINDER
- TONGUE AND GROOVE FLOOR & SIDE WALLS
- POWER UNIT MOUNTED ON REAR FOR EASY ACCESS
- PRESSURE GAUGE (REMOTE & POWER UNIT MOUNTED)
- POWER UNIT COMES WITH FULL LENGTH HOSES & WEATHER COVER
- FULL REMOTE CONTROLS
- ADDITIONAL REMOTE CONTROL LENGTH (35' ADDITIONAL LENGTH)
- ADDITIONAL STOP/START CONTROLS IN MAIN CONTROL PANEL
- ADDITIONAL MAG SWITCH IN MAIN CONTROL PANEL
- JOG CONTROLS INCLUDED
- AUTO-CYCLE OPERATION W/ PHOTOCELL INCLUDES AUDIBLE & VISIBLE ALARMS
- LASER SENSOR UPGRADE INTERLOCK FOR SIDE ACCESS DOORS
- POWER ON LIGHT, MOTOR ON LIGHT
- 75% FULL LIGHT & 100% FULL LIGHT
- OIL HEATER 15HP, 460VAC
- OIL TEMPERATURE SHUTDOWN
- OIL SITE GAUGE / SPIN ON OIL FILTER
- HYDRAULIC OIL INCLUDED
- HINGED BREAKER BAR TEETH
- HAULER SAFETY SWITCH
- TURNBUCKLES, CONTAINER HOOKS
- 5' ANGLE GUIDE ISLAND
- STANDARD RECIEVER BOX CAN BE USED
- WARRANTY - 1 YEAR COMPLETE - 2 YEAR PARTS - 3 YEAR STRUCTURE

F.O.B. Springdale, AR.....\$66,813.00

Manufacturer Steel Surcharge.....\$8,590.00

One (1) Freight, Delivery, Installation, Start up and training.....\$12,843.20

- Freight, Rigging, Lifting Equipment.....\$7,523.20
- Labor, Installation, Start-up and Training.....\$5,320.00

Three Sided Hopper.....INCLUDED

Total Cost:.....\$88,246.20

TERMS AND CONDITIONS

Royal Oak Retriever, LLC Terms and Conditions apply to all purchases made by Buyer of all products distributed, manufactured, or reconditioned by Royal Oak Retriever, LLC, a Michigan limited liability company, whose address is 313 E. Hudson, Royal Oak, Michigan 48067, ("Company"), and its subsidiaries (the "Seller"), and unless expressly modified in writing, are deemed applicable to all sales and purchases to which Seller is a party. All other terms not expressly agreed to in writing are hereby rejected.

OFFER: Seller's Terms and Conditions constitute an immediately acceptable offer to sell goods to Buyer. Seller's offer expressly limits acceptance to the terms of Seller's offer. Buyer may accept Seller's offer and be bound by Seller's Terms and Conditions in any manner sufficient to show agreement, including conduct by both parties which recognizes the existence of such a contract. Any terms that are proposed in Buyer's acceptance (whether it be in a printed purchase order or in any other writing or otherwise) that delete, add to, or which could in anyway be construed as varying from or conflicting with the Terms and Conditions herein, are hereby objected to and rejected. Such proposed terms and/or conditions shall be void and the Terms and Conditions hereof shall constitute the complete and exclusive statement of the Terms and Conditions of the contract between Seller and Buyer and may hereafter be modified only by a written instrument executed by an authorized representative of Seller. If Seller's Terms and Conditions have been issued by Seller in response to an offer made by Buyer, and if any of Seller's Terms and Conditions are additional to or different from Buyer's terms and conditions, then the issuance of Seller's Terms and Conditions shall constitute an acceptance of Buyer's offer, subject to the express condition precedent that Buyer assent to such additional or different terms and acknowledge that Seller's Terms and Condition constitute the entire agreement between Seller and Buyer with respect to the subject matter of Buyer's offer. Buyer shall be deemed to have acknowledged and assented to Seller's Terms and Conditions unless Buyer notifies Seller in writing within ten (10) days of placing an order, which is subject to Seller's Terms and Conditions. Buyer agrees that no contract shall exist between Seller and Buyer except as expressly set forth herein.

PRICES: All prices exclude sales, use, occupation, license, excise, and other taxes in respect of manufacture, sale or delivery and are firm for a period of 30 days from the date of the Proposal, provided shipment will be accepted within eight months of the date of the Proposal. Price will be adjusted to prices current at time of shipment on all shipments made after eight months from date of receipt of purchase order. Prices do not include any costs, expenses, or charges that may become required for installation of any equipment as a result of matters unknown or undisclosed to the Company at the time of the Proposal, including specifically, but without limitation, matters concealed by floors, walls, and/or ceilings of the facility where the equipment is to be installed, all of which costs and expenses shall be in addition to the prices quoted in the Proposal. Any alteration or deviation from the specification involving extra costs will be executed only upon a written change order and will be invoiced at the price negotiated and incorporated within the change order.

DELIVERY: Except as otherwise specified in the proposal, delivery will be F.O.B. point of shipment. Time is not of the essence with respect to delivery dates and delivery dates are subject to reasonable adjustment. The acceptance of a shipment by Buyer shall constitute proper delivery. Buyer shall in no event be liable for any alleged damages, expenses, or losses for any such delay. Unless otherwise specified in writing authorized by Seller, all charges and expenses associated with the delivery, including, but not limited to shipping and handling, charges for special delivery services, and for refused deliveries shall be paid by the Buyer; unless Buyer's refusal is for damaged goods. Freight charges for refused shipments will be charged to Buyer. Customer is responsible for providing electrical power to equipment. All electrical work and wiring, including wiring switches, starters, and disconnects must be connected and running to enable making necessary adjustments. Additional trips to final wire or adjust machines will be invoiced at standard rates, payable immediately. Customer is responsible for receiving shipments, providing a safe storage, and providing a clean, clear access to the work area.

RISK OF LOSS AND DAMAGE/TRANSFER OF TITLE: The risk of loss or damaged goods passes to Buyer upon delivery of goods as specified herein. Title to goods shall pass to Buyer upon receipt of valid payment by Seller.

WARRANTY: All new machinery quoted on this Proposal is subject to the standard guaranty of the manufacturer thereof. Seller shall not be liable for defects or short-comings, and no obligation with regard to suitability, capability, performance or compliance with buyers' specifications is undertaken or is to be implied. Seller's warranty does not cover, and Seller EXPRESSLY DISCLAIMS any defect, failure, deficiency or error which is: (a) not reported to Seller within the applicable warranty period and returned to Seller within 30-days of notification of Buyer's warranty claim; (b) due to product modification, abuse, misuse, improper storage, unauthorized repair or maintenance or abnormal conditions of temperature, humidity, dirt or corrosive matter; (c) due to the application of the product, either intentional or otherwise, in an improper manner; (d) due to normal wear and tear of the product or any part(s) thereof, (e) due to improper usage, operation in excess of rated capacity, and/or when any safety devices have been circumvented, removed or rendered inoperable. No claim will be allowed for any expenses incurred in repairing any apparatus under



March 11, 2022

City of Rocky River
Attn: Rich Snyder
21012 Hilliard Blvd.
Rocky River, OH 44116

RE: Grant Award and Acknowledgement Form

Dear Rich:

Congratulations, your 2022 Special Project Grant application for the purchase of two (2) 4-yard stationary compactors has been approved for funding in the amount of \$25,000.

Enclosed is the grant *Acknowledgement Form* that must be signed and returned to the District by March 25, 2022.

The effective date of this grant is March 2, 2022. Expenses incurred prior to this date will not be reimbursed.

Grant activities should be completed according to the timeline in your grant application but no later than October 31, 2022.

The Solid Waste District will disburse the grant funds following the completion of the grant activities and the satisfactory performance of Grantee obligations as described herein (see the Grant Acknowledgement Form below). To request the funds, the Grantee must complete and submit a *Grant Reimbursement Report* and all required documentation.

If applicable, this notice of grant award does not mean your education component has received final approval from the Solid Waste District for print or publication.

All grant related questions, changes, approvals, and paperwork should be directed to the Beth Biggins-Ramer, Executive Director, (216) 443-3714, ebiggins-ramer@cuyahogacounty.us

Sincerely,

Beth Biggins-Ramer,
Executive Director



Printed on chlorine free,
100% recycled paper.

4750 East 131 Street Garfield Heights, OH 44105 216.443.3749 CuyahogaRecycles.org