



Prepared: 09/18/2018
Introduced: 10/02/2018
Revised:
Adopted:
Effective:

ORDINANCE O-19-2018

AN ORDINANCE AUTHORIZING THE AMENDMENT OR MODIFICATION OF OR SUPPLEMENT TO A LOAN AGREEMENT WITH THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY TO WAIVE THE THIRTY-DAY WAITING PERIOD

WHEREAS, on August 15, 2017, Facebook announced plans to open a 970,000 square-foot data center in the New Albany International Business Park (the "Project") with the Project's construction expected to employ up to 1,688 local workers, provide up to \$77.7 million in wages for those workers, and inject an additional \$243.5 million into the local economy's supply chain; and

WHEREAS, development of the Project requires large investments in public roadway and water and sewer infrastructure; and

WHEREAS, in support of those investments in water and sewer infrastructure, the city on November 9, 2017, executed a cooperative agreement and term sheet (collectively the "Cooperative Agreement") with the Ohio Water Development Authority (the "OWDA") for a Local Economic Development (LED) draw down loan in an amount up to \$19,869,400 (the "Original Loan") to fund certain water and sewer improvements (the "Water and Sewer Improvements"), all as described in City Ordinance O-18-2017; and

WHEREAS, additional water and sewer improvements known as the Blacklick Creek Trunk Sewer Project (the "BCTS Project") that will serve a tributary area of approximately 9,000 acres within the New Albany International Business Park that includes the area for the Facebook Project, have been identified for addition to the scope of the Water and Sewer Improvements; and

WHEREAS, if up to \$5,000,000 of additional funding (the "Additional Funding") can be obtained for Phase 1 of the BCTS Project to proceed immediately in coordination with work already underway with the City of Columbus this can result in an estimated cost savings in excess of \$1,000,000; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city and for the further reason that this ordinance is required to be immediately effective to provide for the timely provision of public infrastructure in support of the Project.

NOW, THEREFORE, BE IT ORDAINED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. Additional OWDA Loan to Finance Water and Sewer Improvements. Council authorizes the City Manager to seek an appropriate amendment or modification of, or supplement to the Cooperative Agreement to provide for additional LED loan funding for Phase 1 of the BCTS Project in an amount not to exceed \$5,000,000, with the terms of said amendment, modification or supplement being substantially the same as the terms reflected in the Cooperative Agreement.

Section 2. Further Authorizations. Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Community Development Director, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements, instruments, and amendments, modifications, or supplements thereto and to take any other actions (including but not limited to ratifying and confirming making application and preliminary arrangements for the Additional Funding) as may be appropriate to implement this Ordinance and the transactions referenced or contemplated herein.

Section 3. Compliance with the Law. Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this ordinance were taken in an open meeting of this council and any of its committees, and that all deliberations of this council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

Section 4. Effective Date. By reason of the emergency set forth in the preamble hereto, and pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director



Prepared: 10/12/2018
Introduced: 10/23/2018
Revised:
Adopted:
Effective:

ORDINANCE O-20-2018

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 1.0+/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY, AND DECLARING AN EMERGENCY TO WAIVE THE THIRTY-DAY WAITING PERIOD

WHEREAS, pursuant to the petition filed by Joseph Tanoury, Underhill & Hodge LLC, agent for petitioners, with the Licking County Development and Planning Department, on August 14, 2018, and

WHEREAS, the foregoing Resolution #96-69 of the Licking County Commissioners granting the petition was delivered to the City of New Albany on August 23, 2018, and more than sixty (60) days have lapsed since the Resolution of the Board of County Commissioners was transmitted to the City of New Albany, and

WHEREAS, pursuant to Resolution R-35-2018 of the City of New Albany, the New Albany City Manager was authorized to enter into a Roadway Maintenance Agreement with the Licking County Board of Commissioners for the maintenance of sections of roadways impacted by this annexation, and

WHEREAS, the real estate is located in Licking County and is subject to the "New Albany East Community Authority" and subject to a special property assessment in compliance therewith, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.05, all newly annexed areas shall immediately be zoned into the Agricultural District and shall be subject to the regulations and restrictions pertaining thereto, and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city and for the further reason that this ordinance is required to be immediately effective to promote timely economic development, and

WHEREAS, The New Albany City Council has determined that annexation of the real estate is in the best interests of the residents of the City of New Albany.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin, and Licking, State of Ohio, that:

Section 1: The application of property owners set forth in Licking County requesting the annexation of 1.0+/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

Section 2: An accurate map of the territory attached as Exhibit B, the petition for its annexation, other related documents, and a certified transcript of the proceedings of the Licking County Board of Commissioners regarding the annexation proceedings have been on file with the Clerk of Council of the City of New Albany for sixty (60) days prior to being presented to this Council as required by law, and are hereby accepted.

Section 3: City Council of the City of New Albany hereby accepts the annexation of a 36.2+/-acre tract, situated in Jersey Township, Licking County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

Section 4: The Clerk is herewith directed to deliver certified copies of this ordinance, and other Proceedings relative to the annexation to the County Auditor, County Recorder, and the Secretary of State.

Section 5. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 6. This ordinance is declared to be emergency legislation, waiving the thirty (30) day waiting period, necessary for reasons stated above, and shall be effective upon passage.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director

EXHIBIT A - O-20-2018

PROPOSED ANNEXATION 1.0± ACRE

FROM: JERSEY TOWNSHIP, LICKING COUNTY OHIO

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Section 25, Township 2, Range 15, United States Military Lands, and being all of the 0.62 and 0.38 acre tracts conveyed to Barbara E. Pealer by deed of record in Instrument Number 200103200008591, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Morse Road SW and Beech Road SW, in the southerly City of New Albany corporation line, established by Ordinance Number O-15-2015, of record in Instrument Number 201506090011435, and the northerly corporation line of the City of Pataskala;

Thence North 85° 59' 17" West, with the centerline of said Morse Road SW, with said common corporation line, a distance of 1666.65 feet to the southeasterly corner of said 0.62 acre tract, a southwesterly corner of that 90.389 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200002020003279, the TRUE POINT OF BEGINNING;

Thence North 85° 59' 17" West, continuing with the centerline of said Morse Road SW, with the northerly corporation line of the City of Pataskala, with a southerly line of said 0.38 acre tract, with the southerly line of said 0.62 acre tract, a distance of 180.00 feet to an angle point the City of New Albany corporation line, the southwesterly corner of said 0.38 acre tract, a southeasterly corner of that 98.756 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200107200026097;

Thence North 03° 39' 34" East, with said City of New Albany corporation line, with the westerly line of said 0.38 acre tract, with an easterly line of said 98.756 acre tract, a distance of 242.00 feet to northwesterly corner of said 0.38 acre tract;

Thence South 85° 59' 17" East, continuing with said City of New Albany corporation line, with the northerly line of said 0.38 acre tract, with a southerly line of said 98.756 acre tract, a distance of 180.00 feet to a point in the westerly line of said 90.389 acre tract, the northeasterly corner of said 0.38 acre tract, a southeasterly corner of said 98.756 acre tract;

Thence South 03° 39' 34" West, continuing with said City of New Albany corporation line, with the easterly line of said 0.62 acre tract, with an easterly line of said 0.38 acre tract, with a westerly line of said 90.389 acre tract, a distance of 242.00 feet to the TRUE POINT OF BEGINNING, containing 1.0 acre, more or less.

This description is for annexation purposes only and is not for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

DRAFT

Joshua M. Meyer
Professional Surveyor No. 8485

Date

ANNEXATION OF 1.0± ACRE TO THE CITY OF NEW ALBANY FROM JERSEY TOWNSHIP SECTION 25, TOWNSHIP 2, RANGE 15 UNITED STATES MILITARY LANDS TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO



AREA TO BE ANNEXED

PROPOSED CITY OF NEW ALBANY
CORPORATION LINE

EXISTING CITY OF NEW ALBANY
CORPORATION LINE

Consistency Note:

Total perimeter of annexation area is 844.0 feet, of which 664.0 feet is contiguous with the City of New Albany by Ordinance Number O-15-2015, giving 78.7% perimeter consistency.

Note:

This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

Proposed Annexation
of 1.0± acre to the City of New Albany

The within map marked exhibit "A" and made a part of the petition of annexation filed with the Board of Commissioners of Licking County, Ohio, on 20, under Chapter 709 of the Ohio Revised Code, is submitted as an accurate map of the territory in said petition described under the requirements of said Chapter 709 of the Ohio Revised Code.

Agent for Petitioners

The Board of County Commissioners of Licking County, Ohio, having received a petition bearing the signed names and addresses of the parties interested in the annexation to the City of New Albany, Ohio, of the territory shown hereon and having given due consideration to the prayer of said petition, do hereby grant the same

Board of Licking County Commissioners

Petition Received _____, 20____

Commissioner

Petition Approved _____, 20____

Commissioner

Commissioner

Transferred this _____ day of _____, 20____, upon the duplicates of this office

Containing _____ acres

Transfer Fee _____

Licking County Auditor

Received for Record _____, 20____, at _____ (AM-PM) and recorded _____, 20____, in plat ordinance, petition, etc. in instrument Number _____

Plat Fee _____

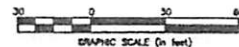
Ordinance, etc. Fee _____

Licking County Recorder

Council for the City of New Albany, Ohio, by ordinance _____, 20____, and approved by the mayor on _____, 20____, did accept the territory shown hereon for annexation to the City of New Albany, Ohio, a municipal corporation

Attest

Clerk, City of New Albany



DRAFT

By: Jordina M. Meyer
Professional Surveyor No. 8485

Date

EMHT		Date: June 20, 2018
Survey, Mapping, Installation & More, Inc. Engineers • Surveyors • Planners • Estimators 2021 New Albany Road, Columbus, OH 43204 Phone 614.776.6633 Website 614.776.6633		Scale: 1" = 30'
Job No: 20180045		Sheet: 1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION



Prepared: 10/12/2018
Introduced: 10/23/2018
Revised:
Adopted:
Effective:

ORDINANCE O-21-2018

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 374.2+/- ACRES FROM PLAIN TOWNSHIP, FRANKLIN COUNTY AND FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY, AND DECLARING AN EMERGENCY TO WAIVE THE THIRTY-DAY WAITING PERIOD

WHEREAS, pursuant to the petition filed by Aaron L. Underhill, Esq., Underhill & Hodge LLC, agent for petitioners, with the Franklin County Development and Planning Department, on August 14, 2018, and

WHEREAS, the foregoing Resolution #0556-18 (Case #ANX-19-18) of the Franklin County Commissioners granting the petition was delivered to the City of New Albany on August 23, 2018, and more than sixty (60) days have lapsed since the Resolution of the Board of County Commissioners was transmitted to the City of New Albany, and

WHEREAS, pursuant to Resolution 20-2018 of the City of New Albany, the New Albany City Manager was authorized to enter into a Roadway Maintenance Agreement with the Franklin County Board of Commissioners; and no roadways were impacted in Licking County by this annexation, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.05, all newly annexed areas shall immediately be zoned into the Agricultural District and shall be subject to the regulations and restrictions pertaining thereto, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.06, all future annexed properties shall be added to the applicable New Albany Community Authority as described therein and are subject to a special property assessment in compliance therewith, and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city and for the further reason that this ordinance is required to be immediately effective to promote timely economic development, and

WHEREAS, The New Albany City Council has determined that annexation of the real estate is in the best interests of the residents of the City of New Albany.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin, and Licking, State of Ohio, that:

Section 1: The application of property owners set forth in Franklin and Licking County requesting the annexation of 374.2+/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the

corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

Section 2: An accurate map of the territory attached as Exhibit B, the petition for its annexation, other related documents, and a certified transcript of the proceedings of the Franklin County Board of Commissioners regarding the annexation proceedings have been on file with the Clerk of Council of the City of New Albany for sixty (60) days prior to being presented to this council as required by law, and are hereby accepted.

Section 3: Council of the City of New Albany hereby accepts the annexation of a 374.2 +/-acre tract, situated in Plain Township, Franklin County, Ohio and Jersey Township, Licking County, the same being land of the owners set forth above, for annexation to the City of New Albany.

Section 4: The clerk is herewith directed to deliver certified copies of this ordinance and other proceedings relative to the annexation to the Franklin and Licking County Auditor, Franklin and Licking County Recorder, and the Secretary of State.

Section 5. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 6. This ordinance is declared to be emergency legislation, waiving the thirty (30) day waiting period, necessary for reasons stated above, and shall be effective upon passage.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director

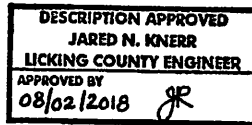
**CERTIFICATION BY CLERK OF COUNCIL
OF PUBLICATION OF LEGISLATION**

I certify that copies of Ordinance **O-21-2018** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on _____, 2018.

Jennifer Mason, Clerk of Council

Date

Exhibit A



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By CR Date 8/3/18

PROPOSED ANNEXATION
374.2± ACRES

RECEIVED

AUG 03 2018

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

EXHIBIT A - O-21-2018

FROM: PLAIN TOWNSHIP, FRANKLIN COUNTY AND JERSEY TOWNSHIP, LICKING COUNTY

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Franklin, Township of Plain, in Lots 1, 2 and 3, Quarter Township 4, Township 2, Range 16, and County of Licking, Township of Jersey, in Sections 16 and 25, Township 2, Range 15, United States Military Lands, being comprised of all of that 12.950, 17.998, and 52.996 acre tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201802020014909, all of that 1.000, 2.508, 6.16, 8.04, 7.34, and 5.49 acre tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201807270100579, all of that 109.456 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201808010103027, and all of that 50.663 and 99.571 acre tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201807310015615 (all references refer to the records of the Recorder's Office, Franklin County, Ohio, and Licking County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the intersection of the centerline of Morse Road with the common County line of Franklin and Licking Counties;

Thence North 86° 23' 36" West, with said centerline, a distance of 499.31 feet to a point in the southwesterly corner of said 109.456 acre tract, in a southeasterly corner the remainder of that tract conveyed as First Parcel to David L. Haegele, Trustee of the David L. Haegele Trust dated August 1, 2007, an undivided one-half (1/2) interest and Deborah S. Haegele, Trustee of the Deborah S. Haegele Trust dated August 1, 2007, an undivided one-half (1/2) interest by deed of record in Instrument Number 200708070138359;

Thence with the line common to said 109.456 acre tract and said Haegele tract the following courses and distances:

North 03° 36' 24" East, a distance of 60.61 feet to a point;

North 35° 38' 02" West, a distance of 37.65 feet to a point;

North 53° 40' 14" West, a distance of 363.05 feet to a point;

North 35° 59' 56" West, a distance of 264.34 feet to a point;

North 23° 21' 40" West, a distance of 97.77 feet to a point;

North 43° 09' 04" East, a distance of 411.13 feet to a point; and

North 86° 23' 36" West, a distance of 1412.59 feet to the westerly line of said 109.456 acre tract, the easterly line of that 2.500 acre tract conveyed to Russel D. Gorsuch and Yun Cha Gorsuch by deed of record in Instrument Number 201312130204967;

Thence North 03° 38' 08" East, with the easterly lines of said 2.500 acre tract, those tracts conveyed to Dong Hwa Hong and Rhea Y. Chung by deed of record in Instrument Number 200202130041108, and that 4.50 acre tract conveyed to Samuel S. Chang and Jung Sil Chang by deed of record in Instrument Number 200402250039781, a distance of 800.68 feet to the northeasterly corner of said 4.50 acre tract;

Thence North 86° 33' 03" West, with the northerly line of said 4.50 acre tract, a distance of 263.09 feet to the southeasterly corner of that 2.0 acre tract conveyed to Donald Eugene Smith by deed of record in Instrument Number 201104210052461;

Thence North 04° 06' 06" East, with the easterly lines of said 2.0 acre tract and that 0.548 acre tract conveyed to David Spencer and Margret J. Spencer by deed of record in Instrument Number 199902010025609, a distance of 431.43 feet to the northeasterly corner of said 0.548 acre tract;

Thence North 85° 57' 29" West, with the northerly line of said 0.548 acre tract, a distance of 204.97 feet to a point in the easterly right of way line of Babbitt Road;

RECEIVED

AUG 03 2018

Franklin County Planning Department
Franklin County, OH

ANX-EXP1-19-18

PROPOSED ANNEXATION

374.2± ACRES

-2-

Thence North 04° 02' 31" East, with said easterly right of way line, a distance of 60.00 feet to a southwesterly corner of that 0.550 acre tract conveyed to Monica Beltran by deed of record in Instrument Number 201609290132455;

Thence South 85° 57' 29" East, with the southerly line of said 0.550 acre tract, a distance of 197.78 feet to the southeasterly corner of said 0.550 acre tract;

Thence North 04° 02' 31" East, with the easterly lines of said 0.550 acre tract and that 0.549 acre tract conveyed to Jordan M. King by deed of record in Instrument Number 200710220183530, a distance of 212.32 feet to the northeasterly corner of said 0.549 acre tract;

Thence North 86° 34' 40" West, with the northerly line of said 0.549 acre tract, a distance of 257.79 feet to a point in the centerline of Babbitt Road;

Thence North 04° 02' 31" East, with said centerline, a distance of 986.70 feet to a point;

Thence North 03° 47' 20" East, continuing with said centerline, a distance of 854.13 feet to the southwesterly corner of that 34.262 acre tract conveyed to James L. Doran, II and Michele Gutridge Doran by deed of record in Official Record 31033F14;

Thence South 86° 07' 46" East, with the southerly line of said 34.262 acre tract, a distance of 2048.59 feet to the southeasterly corner of the remainder said 34.262 acre tract;

Thence North 02° 10' 25" East, with the easterly lines of said 34.262 acre tract, that 11.959 acre tract conveyed to Perry W. Doran and Kim M. Colbert by deed of record in Instrument Number 201004010039375, and that 29.898 acre tract conveyed to Grace W. Doran by deeds of record in Instrument Numbers 200104180081300 and 199912010296460, a distance of 857.17 feet to the southwesterly corner of that 177.497 acre tract conveyed to WH Holdings, LLC by deed of record in Instrument Number 200706010095487, in the City of New Albany corporation line, established by Ordinance Number O-27-2015, of record in Instrument Number 201510300154555;

Thence South 85° 01' 43" East, with the southerly line of said 177.497 acre tract and said City of New Albany corporation line, a distance of 673.06 feet to the southeasterly corner of said 177.497 acre tract, the southeasterly corner of said corporation line, in the westerly line of said 99.571 acre tract (Licking County), in the common county line of Franklin and Licking Counties;

Thence North 03° 44' 01" East, with said common county line, said corporation line, and the easterly line of said 177.497 acre tract, with the westerly line of said 99.571 acre tract, with the westerly line of said 50.663 acre tract, a distance of 1484.89 feet to a southwesterly corner of that 57.212 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200505200015068, a southwesterly corner of the City of New Albany corporation line, established by Ordinance Number O-30-2002, of record in Instrument Number 200210280040677;

Thence South 86° 27' 58" East, with a southerly line of said 57.212 acre tract and corporation line, a distance of 1653.65 feet to a corner thereof;

Thence South 03° 17' 57" West, with said corporation line, the City of New Albany corporation line, established by Ordinance Number O-15-2015, of record Instrument Number 201506090011435, the City of New Albany corporation line, established by Ordinance Number O-27-2016, of record in Instrument Number 201612050026926, the westerly line of said 57.212 acre tract, the westerly line of that 9.378 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201509140019689, a westerly line of that 7.284 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201407280014231, and the westerly line of that 7.266 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201407310014405, a distance of 1328.36 feet to the northwesterly corner of that 13.973 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200201170002294;

Thence South 03° 39' 34" West, with said City of New Albany corporation line (Instrument Number 201506090011435), with the westerly line of said 13.973 acre tract, the westerly line of that 14.000 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201301240002113, the westerly line of that 40.024 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201009130017863, and the westerly line of that 30.204 acre tract conveyed

PROPOSED ANNEXATION
374.2± ACRES

-3-

to MBJ Holdings, LLC by deed of record in Instrument Number 200201170002294, a distance of 2619.35 feet to the northeasterly corner of that 98.756 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200107200026097, the northwesterly corner of that 90.389 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200002020003279;

Thence North 86° 05' 37" West, with said City of New Albany corporation line (Instrument Number 201506090011435), and the northerly line of said 98.756 acre tract, a distance of 1663.89 feet to a northwesterly corner of said corporation line, in said common county line, the easterly line of said 109.456 acre tract;

Thence South 03° 28' 23" West, with the westerly line of said 98.756 acre tract, with said County line, and with said corporation line, a distance of 2616.99 feet to the POINT OF BEGINNING, containing approximately 374.2 acres of land, more or less.

This description is for annexation purposes only and is not for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in dark ink, appearing to read "J. M. Meyer".

8-2-2018

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM: jps
374_2 ac 20170652-VS-EXHB-ANNX-04

PROPOSED ANNEXATION OF 374.2± ACRES
224.0± AC. TO THE CITY OF NEW ALBANY FROM PLAIN TOWNSHIP
 LOTS 1, 2 AND 3, QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
 UNITED STATES MILITARY LANDS
 TOWNSHIP OF PLAIN, COUNTY OF FRANKLIN, STATE OF OHIO
150.2± AC. TO THE CITY OF NEW ALBANY FROM JERSEY TOWNSHIP
 SECTIONS 16 & 25, TOWNSHIP 2, RANGE 15
 UNITED STATES MILITARY LANDS
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO



RECEIVED
AUG 03 2018
 Franklin County Planning Department
 Franklin County, OH

ANX-EXP-1978

RECEIVED
AUG 03 2018
 Franklin County Planning Department
 Franklin County, OH

EMHT
 Environmental Management & Technology, Inc.
 10000 N. Highways 100 & 101
 Columbus, OH 43240
 Phone: 614.291.1111
 Fax: 614.291.1112
 Email: info@emht.com

RECEIVED
AUG 03 2018
 Franklin County Planning Department
 Franklin County, OH

LINE **THICK** **THIN**

1	1/2"	1/4"
2	1/4"	1/8"
3	1/8"	1/16"
4	1/16"	1/32"
5	1/32"	1/64"
6	1/64"	1/128"
7	1/128"	1/256"
8	1/256"	1/512"
9	1/512"	1/1024"
10	1/1024"	1/2048"
11	1/2048"	1/4096"
12	1/4096"	1/8192"
13	1/8192"	1/16384"
14	1/16384"	1/32768"
15	1/32768"	1/65536"
16	1/65536"	1/131072"
17	1/131072"	1/262144"
18	1/262144"	1/524288"
19	1/524288"	1/1048576"
20	1/1048576"	1/2097152"
21	1/2097152"	1/4194304"
22	1/4194304"	1/8388608"
23	1/8388608"	1/16777216"
24	1/16777216"	1/33554432"
25	1/33554432"	1/67108864"
26	1/67108864"	1/134217728"
27	1/134217728"	1/268435456"
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EMHT
 Environmental Management & Technology, Inc.
 10000 N. Highways 100 & 101
 Columbus, OH 43240
 Phone: 614.291.1111
 Fax: 614.291.1112
 Email: info@emht.com

RECEIVED
AUG 03 2018
 Franklin County Planning Department
 Franklin County, OH



Prepared: 09/07/2018
Introduced: 10/23/2018
Revised:
Adopted:
Effective:

ORDINANCE O-22-2018

AN ORDINANCE TO DECLARE THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, EXEMPT 100% OF THAT IMPROVEMENT FROM REAL PROPERTY TAXATION, REQUIRE THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, PROVIDE FOR THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE LICKING HEIGHTS LOCAL SCHOOL DISTRICT AND THE CAREER AND TECHNOLOGY EDUCATION CENTERS OF LICKING COUNTY, THE NEW ALBANY PLAIN LOCAL SCHOOL DISTRICT AND THE EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOLS OF FRANKLIN COUNTY, ESTABLISH A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THE REMAINDER OF THOSE SERVICE PAYMENTS, SPECIFY THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT DIRECTLY BENEFIT THOSE PARCELS, AND APPROVE AND AUTHORIZE THE EXECUTION OF ONE OR MORE TAX INCREMENT FINANCING AGREEMENTS

WHEREAS, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the "*TIF Statutes*") authorize this Council to declare the improvement to certain parcels of real property located within the City of New Albany, Ohio (the "*City*") to be a public purpose and exempt from taxation, require the owner of those parcels to make service payments in lieu of taxes, provide for the distribution of the applicable portion of those service payments to the Licking Heights Local School District, the Career and Technology Education Centers of Licking County, the New Albany Plain Local School District and the Eastland-Fairfield Career & Technical School (each, a "*School District*"), establish a municipal public improvement tax increment equivalent fund for the deposit of the remainder of those service payments and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, the parcels of real property identified and depicted in Exhibit A attached hereto (each, as now or hereafter configured on the tax list and duplicate of real and public utility property, a "*Parcel*", and collectively, the "*Parcels*") are located in the City, and this Council has determined to declare the Improvement (as defined in Section 1 of this Ordinance) to each Parcel to be a public purpose; and

WHEREAS, this Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation one hundred percent (100%) of the Improvement to each Parcel as permitted and provided in Section 5709.40(B) of the Ohio Revised Code for thirty (30) years and to simultaneously direct and require the current and future owner of each Parcel (each such owner individually, an "*Owner*," and collectively, the "*Owners*") to make annual Service Payments (as defined in Section 2 of this Ordinance); and

WHEREAS, the City has determined that a portion of the Service Payments shall be paid directly to each School District in an amount equal to the real property taxes that the School District would have received if the Improvement to the Parcels had not been exempted from taxation pursuant to this Ordinance; and

WHEREAS, pursuant to Section 5709.43(A) of the Ohio Revised Code, this Council has determined to establish a municipal public improvement tax increment equivalent fund in which there shall be deposited the remaining Service Payments distributed to the City; and

WHEREAS, this Council has determined to designate the public infrastructure improvements described in Exhibit B attached hereto (the "*Public Infrastructure Improvements*") as public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, the Parcels; and

WHEREAS, this Council has determined to provide for the execution and delivery of one or more Tax Increment Financing Agreements (each, a "*TIF Agreement*"), which will more fully provide for the collection of Service Payments; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Board of Education of the Licking Heights Local School District and the Board of Education of the New Albany Plain Local School District in accordance with, and within the time periods prescribed by, Sections 5709.40 and 5709.83 of the Ohio Revised Code and in furtherance of the commitment made by the City in the Compensation Agreement entered into between the Board of Education of the Licking Heights Local School District, the Board of Education of the New Albany Plain Local School District, and the City; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Board of Education of Career and Technology Education Centers of Licking County (C-TEC) and the Board of Education of Eastland-Fairfield Career & Technical Schools in accordance with, and within the time periods prescribed by, Section 5709.83 of the Ohio Revised Code;

NOW, THEREFORE, BE IT ORDAINED by the Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. Authorization of Tax Exemption. Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Ohio Revised Code, one hundred percent (100%) of the increase in assessed value of each Parcel that is used or to be used for non-residential purposes and that would first appear on the tax list and duplicate of real and public utility property after the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "*Improvement*", as further defined in Section 5709.40(A) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure on that Parcel first appears on the tax list and duplicate of real and public utility property for that Parcel and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. The real property tax exemption granted pursuant to this Section and the payment obligation established pursuant to Section 2 are subject and subordinate to any real property tax exemption granted pursuant to Sections 3735.65 to 3735.70 or Sections 5709.61 to 5709.69 of the Ohio Revised Code.

Section 2. Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.42 of the Ohio Revised Code, this Council hereby directs and requires the Owner of each Parcel to make annual service payments in lieu of taxes with respect to the Improvement allocable thereto to the Treasurer of Licking County, Ohio and to the Treasurer of Franklin County, Ohio (the "*County Treasurer*") on or before the final dates for payment of real property taxes. The service payment in lieu of taxes for each Parcel, including any penalties and interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code, as the same may be amended or supplemented from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the "*Service Payments*"), shall be charged to each Parcel and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to Section 1 of this Ordinance, all in accordance with Section 5709.42 of the Ohio Revised Code. The Service Payments, and any other payments with respect to the Improvement that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the "*Property Tax Rollback Payments*"), shall be allocated and distributed in accordance with Section 4 of this Ordinance.

Section 3. Tax Increment Equivalent Fund. This Council hereby establishes, pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Oak Grove II Public Tax Increment Equivalent Fund (the "*Fund*"). The Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 4 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement to each Parcel and so deposited pursuant to Section 5709.42 of the Ohio Revised Code shall be used solely for the purposes authorized in the TIF Statutes and this Ordinance, as the same may be amended from time to time. The Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with Section 5709.43 of the Ohio Revised Code.

Section 4. Distribution of Funds. Pursuant to the TIF Statutes, the County Treasurer is hereby requested and directed to distribute the Service Payments and Property Tax Rollback Payments as follows:

(i) to each School District, an amount equal to the amount the School District would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance; and

(ii) to the City, all remaining amounts for further deposit into the Fund for payment of costs of the Public Infrastructure Improvements upon appropriation for that purpose by this Council. If so appropriated, such costs may but shall not be required to include, without limitation, all debt service payable on debt issued by the City or the New Albany Community Authority (the "*Authority*") to pay for Public Infrastructure Improvements, all amounts owed to any fund of the City or Authority to reimburse that fund for the costs of any Public Infrastructure Improvements previously paid from that fund, including interest payable on those amounts, and all amounts owed by the City or Authority to any third party for the construction of Public Infrastructure Improvements, including interest payable on those amounts.

Section 5. Public Infrastructure Improvements. This Council hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto, and any other public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

Section 6. Tax Increment Financing Agreement. The form of TIF Agreement presently on file with the Fiscal Officer is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City and which shall be approved by the City Manager. The City Manager, for and in the name of the City, is hereby authorized to execute and deliver one or more TIF Agreements with one or more owners of a Parcel or Parcels in substantially that form along with any changes therein and amendments thereto, provided that the approval of such changes and amendments by the City Manager, and the character of those changes and amendments as not being substantially adverse to the City or inconsistent with this Ordinance, shall be evidenced conclusively by the City Manager's execution thereof.

Section 7. Further Authorizations. This Council hereby authorizes and directs the City Manager, the City Solicitor, the Fiscal Officer or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments from the Owners, including the preparation and filing of any necessary exemption applications. This Council further hereby authorizes and directs the City Manager, the City Solicitor, the Fiscal Officer or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 8. Filings with Ohio Department of Development. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the City Manager or other appropriate officer of the City is hereby directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within fifteen (15) days after its adoption. Further, on or before March 31 of each year that the exemption set forth in Section 1 of this Ordinance remains in effect, the City Manager or other appropriate officer of the City shall prepare and submit to the Director of Development of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code.

Section 9. Tax Incentive Review Council. This council hereby designates the Tax Incentive Review Council created pursuant to Resolution R-46-2009 as the tax incentive review council responsible for reviewing annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before that council, all in accordance with Section 5709.85 of the Ohio Revised Code.

Section 10. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 11. Effective Date. Pursuant to Article 6.07(b) of the New Albany Charter, this Ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

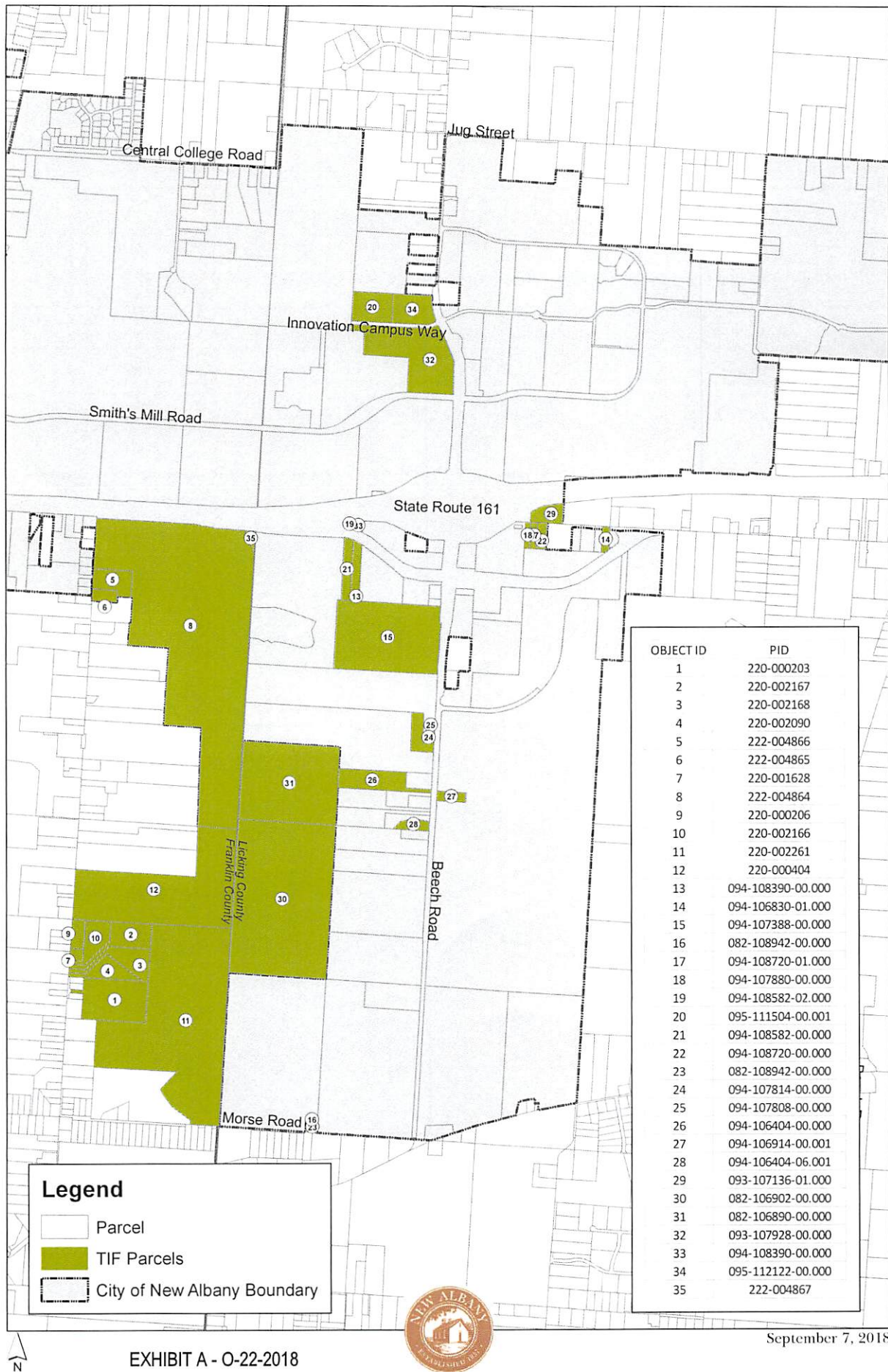
Approved as to form:

Mitchell H. Banchefsky
Law Director

EXHIBIT A – O-22-2018

PARCELS (MAP)

The hatched areas on the attached map specifically identify and depict the Parcels and constitutes part of this Exhibit A. The Parcels include, without limitation, the tax parcels set forth on Exhibit A.



New Albany TIF Parcels - Business Park South Amendment
City of New Albany, Ohio

EXHIBIT B – O-22-2018

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the construction of the following improvements that will directly benefit the Parcels and all related costs of permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code), along with any other improvements subsequently designated by City Council:

- public roads and highways (including street realignments);
- water and sewer lines;
- leisure trails and connections;
- parks and public facilities;
- environmental remediation projects;
- stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety and welfare;
- gas, electric and communications services facilities, including fiber optics;
- land acquisition, including acquisition in aid of industry, commerce, distribution, or research;
- demolition, including demolition on private property when determined to be necessary for economic development purposes;
- landscaping and signage, including brick retaining walls at roadway intersections; including in each case, design and other related costs (including traffic studies); any rights-of-way or real estate acquisition; curbs and gutters, medians, sidewalks, bikeways, and landscaping (including scenic fencing and irrigation); traffic signs and signalization (including overhead street signage); street lighting and signs; burial of utility lines (including fiber optics); erosion and sediment control measures; grading, drainage and other related work; survey work, soil engineering, inspection fees and construction staking; and all other costs and improvements necessary and appurtenant thereto.



Prepared: 10/08/2018
Introduced: 10/23/2018
Revised:
Adopted:
Effective:

RESOLUTION R-37-2018

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO RENEW THE AGREEMENT FOR ACCEPTANCE OF AND PROCESSING OF RESIDENTIAL RECYCLABLE MATERIALS GENERATED WITHIN THE CITY OF NEW ALBANY, OHIO

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the city may establish such collection systems and solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of solid waste, including recyclable materials, generated within the city; and

WHEREAS, the city has determined that it is in the best interests of the city and its residents that the city arrange for the guaranteed acceptance and processing of all recyclable materials generated at residential units and municipal facilities and during special events located within the city from a single contractor on an exclusive basis ("Recycling Services"); and

WHEREAS, the city has decided to renew the terms and conditions for the Recycling Services in conformance with the bid documents, the executed Recycling Services Agreement, this Renewal Agreement and the contractor's pricing for 2019; and

WHEREAS, the city and the contractor each represents that it has the authority to execute the agreement for the Recycling Services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

Section 1: That the city manager is hereby authorized to renew the agreement for acceptance and processing of residential recyclable materials generated within the City of New Albany pursuant to the attached Exhibit A or substantially similar thereto.

Section 2: It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3: This resolution is adopted and shall take effect and be in force at the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director

PROPOSED

**RENEWAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF
RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM
THE CITY OF NEW ALBANY, OHIO**

THIS RENEWAL AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within The City of New Albany, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this _____ day of _____ 2018, is by and between The City of New Albany, Ohio (“City”), with its offices located at 99 W. Main Street, PO Box 188, New Albany, Ohio 43054, and Rumpke of Ohio, Inc. (“Contractor”), an Ohio corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City from a single Contractor on an exclusive basis (“Recycling Services”); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for processing of Recyclable Materials, the City determined that the Contractor is qualified to provide the Recycling Services to the City and approved the award of the Agreement to the Contractor; and

WHEREAS, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as Rumpke Recycling, and located at 1191 Fields Avenue, Columbus, Ohio 43201 (“Identified Facility”); and

WHEREAS, in response to the Bid Documents, entirely incorporated herein by reference, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, the City has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, in reliance upon the Contractor’s Bid, the City requires that the Collection Contractor deliver all Recyclable Materials to the Contractor’s Identified Facility for processing by the Contractor; and

WHEREAS, the City has decided to renew the terms and conditions for the Recycling Services in conformance with the Bid Documents, the executed Recycling Services Agreement, this Renewal Agreement and the Contractor's pricing for 2019; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties incorporate the foregoing recitals and hereby agree as follows:

The indicated paragraphs of the Recycling Agreement are supplemented to include the following revised language:

- 2.1 **Effective Date and Term.** The term of this Agreement shall be for one (1) year, beginning on January 1, 2019 and terminating on December 31, 2019.
- 3.2 **Charges for Recycling Services.** The Contractor agrees that it shall charge zero dollars (\$0.00) per ton, or pay to the City a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the City or its Residents.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

THE CITY OF NEW ALBANY, OHIO:

(Signature)

(Printed Name)

(Title)

Contractor must indicate whether Corporation, Partnership, Limited Liability Company or Individual. THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

RUMPKE OF OHIO, INC.

Name

10795 Hughes Road

Street Address

Cincinnati, Ohio 45251

City / State / Zip

Signature

Title

EXHIBIT A

BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS

Three Years (with possible +1, +1 year extension)	Five Years
Per ton bid price for processing of Recyclable Materials*	Per ton bid price for processing of Recyclable Materials*
2015-2017 \$ 0.00** 2018 \$ 0.00** 2019 \$ 0.00**	2015-2019 \$ 0.00**

* If compensation is proposed as an incentive to share Recyclable Materials revenues with the Participating Communities, please express the dollar amount as a positive per ton amount to be paid to the Participating Communities, indicated with a (+) sign. If an alternative revenue-sharing proposal is offered, for example, such as compensation to the Participating Communities if sales of Recyclable Materials reach a certain price point on the open market, please include complete details of any such proposal on a separate page.

Please circle AT LEAST seven (7) of the following materials that Bidder intends to process: plastic containers (including plastics 1-7), corrugated cardboard, office paper, newspaper, glass containers, steel containers, aluminum containers (food and beverage containers only), lead acid batteries, major appliances, or wood packaging and pallets.

Bids for Processing of Recyclable Materials are due March 18, 2014.

**See Attachment #1 for Revenue Sharing Program

EXHIBIT A
BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS

Attachment #1
Recyclable Materials Revenue Sharing Program

Rumpke is pleased to provide the 2014 Consortium participating communities a financial incentive program that shares in the risk and rewards of the recycling commodities market. Rumpke is proposing a revenue sharing plan to reward the participating communities for recyclables collected within their respective City or Township.

Recyclable Materials Revenue Sharing Program
Rumpke will compensate each City/Township for all tonnage collected within their respective City/Township based on the following formula:
<u>Index:</u> As published in the <u>Official Board Markets (OBM)</u> , 1 st Issue of month, Newspaper (8) Chicago market, High-side price
<u>Benchmark or Trigger Price:</u> \$125.00/ton, Newspaper #8
<u>Formula:</u> Rumpke will share evenly (50/50) with each City/Township any increase in the OBM published price of Newspaper (8) above the established benchmark of \$125.00/ton. Formula is calculated on a monthly basis.
<u>Tonnage Calculation:</u> Payment to each City/Township is based on <u>all</u> of the collected single-stream recyclables. The payment is based on collecting commercial single stream that does not exceed an aggregate contamination rate of greater > than 10%.



Prepared: 10/08/2018
Introduced: 10/23/2018
Revised:
Adopted:
Effective:

RESOLUTION R-38-2018

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ACCEPTANCE OF AND PROCESSING OF RESIDENTIAL RECYCLABLE MATERIALS GENERATED WITHIN THE CITY OF NEW ALBANY, OHIO FOR THE YEARS 2020 TO 2023

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the city may establish such collection systems and solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of solid waste, including recyclable materials, generated within the city; and

WHEREAS, the city has determined that it is in the best interests of the city and its residents that the city arrange for the guaranteed acceptance and processing of all recyclable materials generated at residential units and municipal facilities and during special events located within the city from a single contractor on an exclusive basis ("Recycling Services"); and

WHEREAS, the city has decided to agree to the terms and conditions for the Recycling Services in conformance with the bid documents and the executed Recycling Services Agreement and the contractor's pricing; and

WHEREAS, the city and the contractor each represents that it has the authority to execute the agreement for the Recycling Services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

Section 1: That the city manager is hereby authorized to execute an agreement for acceptance and processing of residential recyclable materials generated within the City of New Albany pursuant to the attached Exhibit A or substantially similar thereto.

Section 2: It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3: This resolution is adopted and shall take effect and be in force at the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

PROPOSED

Exhibit A - R - 38 - 2018

**AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF RECYCLABLE
MATERIALS GENERATED IN AND COLLECTED FROM THE
CITY OF NEW ALBANY, OHIO**

THIS AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City of New Albany, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this ____ day of _____, 2018, is by and between the City of New Albany, Ohio (“City”), with its offices located at 99. W. Main Street, PO Box 188, New Albany, Ohio 43054, and Rumpke of Ohio, Inc. (“Contractor”), an Ohio Corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City from a single Contractor on an exclusive basis (“Recycling Services”); and

WHEREAS, on April 9, 2018 and on April 16, 2018, the City, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2018 Consortium”), invited through advertisement in the Daily Reporter qualified providers of the Recycling Services to submit bids to provide Recycling Services on the terms and conditions contained herein; and

WHEREAS, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as Rumpke of Ohio, Inc., and located at 1191 Fields Avenue, Columbus, Ohio 43201 (“Identified Facility”); and

WHEREAS, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, the City has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, in reliance upon the Contractor's Bid, the City requires that the Collection Contractor deliver all Recyclable Materials to the Contractor's Identified Facility for processing by the Contractor; and

WHEREAS, the City desires to accept the Contractor's Recycling Services Bid and engage the Contractor to be the sole provider of Recycling Services; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used herein shall be defined in Exhibit A, which is attached and incorporated.

ARTICLE II - TERM

- 2.1 **Term.** The term of this Agreement shall be for two (2) years, beginning on January 1, 2020 and terminating on December 31, 2021.
- 2.2 **Renewal Terms.** This Agreement may be renewed for up to two (2) additional consecutive terms of up to one (1) year each upon the sole discretion of the City, at a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit C.

ARTICLE III – CONTRACTOR'S OBLIGATIONS

- 3.1 **Recycling Services.** The Contractor agrees to accept any and all Recyclable Materials, including those material categories identified on the Bid Form, attached hereto and incorporated herein as Exhibit C, generated and collected from within the City and delivered to the Contractor's Identified Facility by the City's Collection Contractor, the City or its Residents during the term and any renewal term of this Agreement. The Contractor shall make such Recycling Services available to the Collection Contractor between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 7:00 am and 12:00 p.m. on Saturdays, exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- 3.2 **Charges for Recycling Services.** The Contractor agrees that it shall rebate the City up to twenty dollars (\$20.00) per ton or charge no more than thirty five dollars (\$35.00) per ton in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit C, measured on a per ton basis or fraction thereof of Recyclable Materials

delivered to the Identified Facility by Collection Contractor, the Township or its Residents (“Contractor Charge”).

- 3.3 **Recyclable Materials.** The Contractor shall accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials. As markets and technologies change, specific materials may be added to or deleted from the list of Recyclable Materials upon mutual agreement of the parties. The Contractor shall advise the City of any request to alter the list of Source-Separated Recyclable Materials accepted and processed by the Contractor as identified by the Contractor on the Bid Form attached hereto and incorporated herein as Exhibit C, and the City’s permission must be granted to alter same.
- 3.4 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit B, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of twenty-five thousand dollars (\$25,000.00).
- 3.5 **Performance Assurance.** The Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations. If upon receipt of such report or upon the City’s own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Contractor that the Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the contractor shall submit to the City its written response. In the event that the City, in good faith, does not agree that the Contractor’s response provides adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Contractor is in default of its obligations under this Agreement or take such other action the City deems necessary to assure that the Recycling Services will be provided to the City and its Residents.
- 3.6 **Notice Requirement.** The Contractor shall immediately notify the City of any problem or dispute, including payment, which the Contractor has with the Collection Contractor. The Contractor shall not refuse to accept any Recyclable Materials collected from within the City delivered by the Collection Contractor for processing unless and until the City has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.
- 3.7 **Environmental Indemnification.** The Contractor shall save, indemnify and hold the City, its members of council, employees, agents, officers and consultants (each a “City Indemnatee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever

(including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any City Indemnitee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.

- 3.8 **Employment Practices.** The Contractor agrees that the Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.
- 3.9 **Compliance with Applicable Laws.** The Contractor agrees that it will provide the Recycling Services and operate and maintain its Identified Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the rules and regulations of the Solid Waste Authority of Central Ohio and the Franklin County District Board of Health, which may apply to the performance of the Recycling Services.
- 3.10 **Volume of Generation.** The Contractor acknowledges that the 2018 Consortium members make no commitment that any specific amount of Recyclable Materials will be available for processing.

ARTICLE IV – MISCELLANEOUS

- 4.1 **Bid Forms.** The Bid Form attached as Exhibit C is hereby incorporated. In the event of any conflict between the Bid Forms and a provision of this Agreement, this Agreement shall control.
- 4.2 **Entire Agreement.** This Agreement and the incorporated Bid Form represent the entire agreement of the parties and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.
- 4.3 **Notices.** Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested to the Contractor, attention _____, and to the City, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.

- 4.4 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach of this Agreement by the City or the Contractor shall be effective unless in writing signed by the City and Contractor.
- 4.5 **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 4.6 **Unenforceable Provision.** If any provision of this Agreement is determined by a court of law to be unenforceable, such provision shall be deemed stricken. The parties agree to remain bound by all remaining provisions and to negotiate in good faith a replacement for any stricken provision.
- 4.7 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations without the express written consent of the City, which consent may be withheld for any reason or for no reason.
- 4.8 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

THE CITY OF NEW ALBANY, OHIO:

(Signature)

(Printed Name)

(Title)

Contractor must indicate whether Corporation, Partnership, Limited Liability Company or Individual. THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(SEAL)

(Signature)

ATTEST:

(Printed Name)

(Notary Signature)

(Title)

(Printed Name)

(Street Address)

(City/State/Zip)

EXHIBIT C

BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS

Four (4) One-Year Terms

Per ton bid price for processing of Recyclable Materials*

2020 - 2023 \$ 35.00 **

* If compensation is proposed as an incentive to share Recyclable Materials revenues with the Participating Communities, please express the dollar amount as a positive per ton amount to be paid to the Participating Communities, indicated with a (+) sign. If an alternative revenue-sharing proposal is offered, for example, such as compensation to the Participating Communities if sales of Recyclable Materials reach a certain price point on the open market, please include complete details of any such proposal on a separate page.

Bids for Processing of Recyclable Materials are due May 17, 2018.

** See the CLARIFICATIONS page for specifications and clarifications of the price provided.

CLARIFICATIONS

Clarifications applicable to Rumpke's base bid only:

Stated prices are for processing Source-Separated Recyclable Materials collected from the Participating Community's Residential Units and City or Township owned buildings and parks by its Collection Contractor and delivered to Rumpke's MRF (Fields Avenue) by its Collection Contractor.

Prices are specific to the costs, resources and requirements of processing Source-Separated Recyclable Materials collected from the Participating Community's Residential Units and City or Township owned buildings and parks *only* and are therefore inclusive and applicable *only* for the aforementioned by way of our submission.

While Rumpke will consider extending the same prices for accepting and/or processing Source-Separated Recyclable Materials collected from a local commercial business, multi-family housing development, Special Event or other location which may be a source of City or Township generated Recyclable Materials, Rumpke reserves the right to address pricing and terms on a case by case basis, which will be available separately upon a hauler's individual request.

Clarifications applicable to both Rumpke's base bid and Recyclable Materials Revenue Sharing Proposal:

Included Communities: The prices, terms and other items submitted are specific to the costs, resources and requirements of providing the given services to the following communities only and are therefore extended only to them by way of our submission: City of Bexley, City of Dublin, City of Gahanna, City of New Albany, City of Reynoldsburg, City of Westerville, Blendon Township, Mifflin Township, Plain Township, Washington Township. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities, townships and villages located within or adjacent to SWACO's district if they should wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation under the same prices, terms and services as the 10 aforementioned communities, in accordance with Ohio Revised Code Section 9.48.

Excessive Residual: For the benefit of most entities who generate material with acceptable residual allocation percentages, stated prices are for processing Source-Separated Recyclable Materials collected from the Participating Community's Residential Units and City or Township owned buildings and parks by its Collection Contractor and delivered to Rumpke's MRF (Fields Avenue) by its Collection Contractor. Pricing does not include services required to properly manage delivered materials that are not accepted as Recyclable Materials or are not processable at Rumpke's MRF (Fields Avenue). When the allocation percentage of Residuals hinders or prohibits the processing of delivered materials, Rumpke reserves the right to charge the Collection Contractor or hauler for transportation, disposal, material handling and other costs incurred to properly manage the materials obtained.

Billing & Reporting: No agreements will be executed nor material accepted for processing unless the Collection Contractor can (1) abide by acceptable processes for quantifying delivered material by community and/or entity for accurate billing and reporting and (2) meet material quality, reporting, compliance and regulatory requirements enforced by Rumpke.

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

Rumpke Alternative Recyclable Materials Revenue Sharing Proposal Source-Separated Recyclable Material Processing Formula

Rumpke is pleased to provide an Alternative Recyclable Materials Revenue Sharing Proposal as a result of the 2018 Community Consortium Request for Bids. This proposal incorporates a shared risk and reward component reflecting the changing values of today's recycling commodity markets.

Overview

Based on a formula, Rumpke will rebate or charge per ton for processing Source-Separated Recyclable Materials collected from the Participating Community's Residential Units and City or Township owned buildings and parks by its Collection Contractor and delivered to Rumpke's MRF (1191 Fields Avenue, Columbus, Ohio 43201) by its Collection Contractor.

The formula is based on the allocated published value of recyclable materials. The calculation example on page 4 provides reflects the May 2018 processing formula utilizing actual index pricing for this time period and each component of the formula is explained below.

Recyclable Materials are steel cans, aluminum cans, plastic bottles/jugs, cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, and glass bottles/jars.

Allocation Percentage

The material allocation percentage of each commodity-type accepted under the terms of this agreement, shall be calculated in the following manner:

The Allocation Percentage will be calculated every six (6) months reflecting the actual volume (by weight) of residential recyclables processed and sold from the previous six (6) month time period at Rumpke's MRF on Fields Avenue. This will result in the Material Allocation Percentages being recalculated twice per year.

The initial Allocation Percentage shall be set forth based on the actual volume (by weight) of residential recyclables processed and sold for the six (6) month time period from June 30, 2019 through December 31, 2019.

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

Index Price Formula

The formula will utilize the monthly published value of the published index associated with the Recyclable Material as the Index Price Formula Rate for the given month. The value of each category of Recyclable Material shall be based on the price indexes and/or descriptions below.

Fiber

Sorted Residential News	Pulp & Paper Week(P&PW)/OBM High SRP #56 News
Cardboard	P&PW/OBM High Side OCC #11 Corrugated
Mixed Paper	P&PW/OBM High Side Mixed Paper #54
Aseptic Containers	P&PW/OBM High Side, (SOP) Sort Office Paper @ 50%

Non-Fiber

Pricing shall be set forth at www.SecondaryMaterialsPricing.com for the materials below as set forth below. The first published "Current Average" price for each month, Chicago (Midwest/Central) Region will be used in the formula calculation. Prices shall be retroactive to the first published price of the month and shall be applied to the month delivery.

Grade	Description	Average
PET Bottles	Baled, .lb, picked up	Average
HDPE Natural	Baled, .lb, picked up	Average
HDPE Color	Baled, .lb, picked up	Average
Aluminum Cans (UBC)	Baled, .lb, picked up	Average
Steel Cans	Baled, .lb, picked up	Average
#3-#7 Plastic Mixed	Baled, .lb, picked up	Average
Glass (3 Mix)	Baled, .lb, picked up	Average

Residuals

The charge for the remaining commodities and residuals shall be \$59 per ton. Rumpke reserves the right to adjust this charge based on any Federal, State or local laws and regulations imposed such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of proposal submission and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

Processing Fee

The Processing Fee shall be \$90 per ton. Rumpke shall have the right to adjust the processing fee annually basing based on State and Federal environmental mandates affecting the cost of fulfilling the terms and conditions of the contract and the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Urban, Size D (Non-metropolitan), using the September Index, as announced by the United States Department of Labor OR by five percent (5%), whichever is greater.

Rebate or Charge

The monthly rebate or charge will be based on the calculated Net Market Value per Ton each month. If the calculation derives a positive (+) Net Market Value per Ton, the Participating Community (or its agent) and Rumpke will share evenly (50/50) in that amount. If the calculation, based on current published index prices, derives a negative (-) Net Market Value per Ton, the Municipality (or its agent) will pay Rumpke 100% of that negative balance.

“High-Low” Collar

Due to the severe negative impact of China’s recent import ban on recovered fiber and plastics, the recycling markets are now experiencing an eight-year low in commodity values and an outright ban on the shipment of residential Mixed Paper. This ban on the export of Mixed Paper to China is reflected in the published P&PW in May 2018 @ \$0.00/ton (zero). By weight, Mixed Paper makes up a projected 37% of the total recyclables collected in the 10 Participating Communities. This will result in a dramatic increase in the processing fee charged to our partners. The High-Low Collar is proposed to lessen this impact.

The “High-Low” price collar functions as a maximum rebate or charge. The High collar maximum rebate (Positive Revenue Share) will not exceed +\$20 per ton. Conversely, the Low collar maximum charge (Negative Cost) will not exceed -\$35 per ton. In this way, each Participating Community can be assured their maximum charge per ton will not exceed \$35 for processing Source-Separated Recyclable Materials collected from the Participating Community’s Residential Units and City or Township owned buildings and parks by its Collection Contractor and delivered to Rumpke’s MRF (Fields Avenue) by its Collection Contractor.

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

Calculation Example

Note: With the "High-Low" Collar applied to this example, the charge would be \$35 per ton.

May-18	"PP&W" = Pulp & Paper Week Monthly Recovered Paper Price Watch "SMP.COM" = SecondaryMaterialsPricing.com			
SINGLE STREAM CATEGORIES	Allocation	Index Price Formula	Index Price Formula Rate	Market Value
Sorted Resi. News	8.97%	P&PW / OBM - Midwest, High Side	\$35.00	\$3.14
Cardboard # 11	13.29%	P&PW / OBM - Midwest, High Side	\$70.00	\$9.30
Mixed Paper	37.00%	P&PW / OBM- Midwest, High Side	\$0.00	\$0.00
Steel Cans	1.82%	SMP.COM - Chicago Average	\$225.00	\$4.10
Aluminum Cans	1.05%	SMP.COM - Chicago Average	\$1,440.00	\$15.12
HDPE (Natural)	0.57%	SMP.COM - Chicago Average	\$790.00	\$4.50
HDPE (Color)	0.57%	SMP.COM - Chicago Average	\$330.00	\$1.88
PET	3.77%	SMP.COM - Chicago Average	\$307.60	\$11.60
#3 - #7 Plastic Mixed	1.15%	SMP.COM - Chicago Average	\$20.00	\$0.23
Aseptic Containers	0.01%	P&PW-SOP, MW High Side, less 50%	\$95.00	\$0.01
Mixed Glass (3-Mix)	17.43%	SMP.COM - Chicago Average, less \$7.00	(\$19.50)	(\$3.40)
Residuals	14.37%	Cost	(\$60.00)	(\$8.62)
Market Value:				\$37.86
Pro-Rata Market Value per Ton:				\$37.86
Processing Fee:				(\$90.00)
Net Market Value per Ton:				(\$52.14)
Positive Revenue Share @ 50% per Ton:				N/A
Negative Cost @ 100% per Ton:				(\$52.14)

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

SECONDARY MATERIALS PRICING.COM

ANNOUNCED RECOVERED MATERIALS PRICES CHICAGO (MIDWEST / CENTRAL) REGION MAY 2, 2018

Domestic prices in US currency

Plastics *(Click on Grade description for Specifications)*

Grade	Description	Historical Data	Current Price	Current Average	Previous Price
Plastics	PET (Baled, ¢/lb, picked up)	View	14.75-16	15.38	14.5-16
Plastics	PET Curbside Grade B in CA (Baled, ¢/lb, picked up)	View	--	--	--
Plastics	Natural HDPE (Baled, ¢/lb, picked up)	View	39-40	39.50	37-38
Plastics	Colored HDPE (Baled, ¢/lb, picked up)	View	16-17	16.50	18-20
Plastics	Commingled (#1-7, Baled, ¢/lb, picked up)	View	1-4	2.50	1-4
Plastics	Commingled (#3-7, Baled, ¢/lb, picked up)	View	0-2	1.00	0-2
Plastics	HDPE Rigid (Baled, ¢/lb, picked up)	View	11-12	11.50	10.5-11
Plastics	Mixed Bulky Rigid (Baled, ¢/lb, picked up)	View	1-3	2.00	1-4
Plastics	FILM - Grade A (Sorted, 800+lb Bales, ¢/lb, picked up)	View	11-13	12.00	11-12
Plastics	FILM - Grade B (Sorted, 800+lb Bales, ¢/lb, picked up)	View	2.5-4	3.25	4-5
Plastics	FILM - Grade C (Sorted, 800+lb Bales, ¢/lb, picked up)	View	1-2	1.50	1-3
Plastics	LLDPE-Stretch Film (Refer to FILM grades A, B, C)	View	--	--	--
Plastics	PP Post Consumer (Baled, ¢/lb, picked up)	View	9-11	10.00	8-10
Plastics	Polystyrene EPS (Baled, ¢/lb, picked up)	View	1-3	2.00	1-3

Metals

Grade	Description	Historical Data	Current Price	Current Average	Previous Price
Metals	Aluminum Cans (Sorted, Baled, ¢/lb, picked up)	View	70-74	72.00	73-75
Metals	Aluminum Cans (Loose, ¢/lb, dropped off at RC)	View	29-30	29.50	29-30
Metals	Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	View	200-250	225.00	200-235
Metals	Steel Cans (Sorted, Densified, \$/Gross ton, dropped off at RC)	View	30-40	35.00	30-40
Metals	Steel Cans (Sorted, Loose, \$/Gross ton, dropped off at RC)	View	10-15	12.50	10-15
Metals	White Goods (Loose, \$/ton, picked up)	View	40-45	42.50	40-45

Glass

Grade	Description	Historical Data	Current Price	Current Average	Previous Price
Glass	Flint (\$/ton del.)	View	30-32	31.00	30-32
Glass	Amber (\$/ton del.)	View	25-30	27.50	25-30
Glass	Green (\$/ton del.)	View	5-15	10.00	5-15
Glass	3 Mix (\$/ton del. as Recyclable or Disposable)	View	-15 - -10	-12.50	-15 - -10

* Prices in bold have changed during the past 5 days.

Notes:

- Prices are F.O.B. seller's dock in trailer-load / container quantities and do not reflect variances such as: premiums, spot loads, freight allowances, regular quantity shipments, contract terms, etc.
- Historical data summarizes the low, median and high prices, including National averages.
- Price ranges are the result of objective, confidential information provided weekly by the industry, and do not reflect the opinions of the publisher.

This index is for reference purposes only and does not infer the commitment to buy or sell at the reported prices.

*See the CLARIFICATIONS page for applicable specifications and clarifications



Prepared: 10/08/2018
Introduced: 10/23/2018
Revised:
Adopted:
Effective:

RESOLUTION R-39-2018

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE COLLECTION, TRANSPORTATION, AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE GENERATED WITHIN THE CITY OF NEW ALBANY, OHIO

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the city may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of solid waste, including recyclable materials and yard waste, generated within the city; and

WHEREAS, the city has determined that it is in the best interests of the city and its residents that the city arrange for the collection, transportation, and delivery for disposal or processing of all solid waste, recyclable materials, and yard waste generated at residential units, city facilities, and during special events located within the city from a single contractor on an exclusive basis ("Collection Services"); and

WHEREAS, the city and the collection contractor have agreed on terms and conditions for the Collection Services in conformance with the bid documents at the bid prices as stated on the bid forms; and

WHEREAS, the city and the contractor each represents that it has the authority to execute the agreement for the Collection Services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

Section 1: That the city manager is hereby authorized to execute an agreement for the collection, transportation, and delivery for disposal or processing of residential solid waste, recyclable materials, and yard waste generated within the City of New Albany pursuant to the agreement attached as Exhibit A or substantially similar thereto.

Section 2: It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3: This resolution is adopted and shall take effect and be in force at the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR
DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE
MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY
OF NEW ALBANY, FRANKLIN COUNTY, OHIO**

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the City of New Albany, Ohio (the "Collection Agreement") entered into this ___ day of _____, 2018, is by and between the City of New Albany, Ohio (the "City"), with its offices located at 99 W. Main Street, PO Box 188, New Albany, Ohio 43054, and Rumpke of Ohio, Inc. (Collection Contractor), an Ohio corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City Facilities and during Special Events located within the City from a single Collection Contractor on an exclusive basis ("Collection Services"); and

WHEREAS, on May 21, 2018, and on May 29, 2018, the City, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2018 Consortium"), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the City and its Residents; and

WHEREAS, following the official opening of the bids by the 2018 Consortium and consideration of bids for Collection Services, the City determined that the Collection Contractor is qualified to provide the Collection Services to the City and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the City has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus, Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the City; and

WHEREAS, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor pursuant to this Collection Agreement; and

WHEREAS, the City and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit G and incorporated by reference; and

WHEREAS, the City and the Collection Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I – DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit A, Defined Terms, which is attached and incorporated by reference.

ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS

- 2.1 Agreement and Independent Collection Contractor Status.** The City hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City Facilities and during certain Special Events within the City to the Designated Facilities. Except in the event a City implements a Food Waste, Textile, and other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.
- 2.2 Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for three (3) years, beginning on January 1, 2019, and terminating on December 31, 2021.
- 2.3 Implementation Plan.** From and after the Effective Date, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Collection Contractor's employees have completed training and driven the City-approved collection routes. The City may incorporate additional time restrictions, notwithstanding section 4.3, such as for major roads during rush hour; (c) that City-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant

of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Collection Contractor-provided collection containers is complete; (e) that the Collection Contractor will deliver the Recyclable Materials to the City's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the City proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III — GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

3.1 Delivery to City-Designated Facilities. The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, City Facilities and during Special Events located within the City. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the City Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO or is otherwise approved by the City. The Collection Contractor shall pay to the owner or operator of the City-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and Yard Waste collected by the Collection Contractor and delivered to the City-Designated Facilities. The charge by the City-Designated Facilities shall be limited to the rates and charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste Facility or such rates and charges applicable at Yard Waste facility otherwise approved by the City. Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

3.2 Vehicles and Equipment. The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City, are not clean,

sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City.

- 3.3 **Collection Contractor's Office and Telephone.** The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the City, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City. Provided that the City approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 **Collection Contractor Ability to Communicate with Vehicles in the Field.** The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the City, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.
- 3.5 **Employee Training.** The Collection Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 **Recyclable Materials Collection Containers.** The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. The Collection Contractor shall provide each Residential Unit with one (1) ninety-six (96) gallon wheeled Recyclable Materials collection container at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Collection Contractor may offer to rent an additional 32, 64, or 96 gallon wheeled Recyclable Materials collection container to Residents at the price stated on Exhibit G.

In the event the City supplies its Residents with a collection container for Recyclable Materials, the City and Contractor will coordinate such activity and the Collection Contractor shall continue collection of the materials. Yard Waste shall be placed for collection in Yard Waste bags approved by the City and SWACO, or in containers clearly identified as containing Yard Waste.

- 3.7 **Solid Waste and Yard Waste Collection Containers.** Unless otherwise agreed, Residents shall provide collection containers for Solid Waste and Yard Waste. In the event that the City does not supply collection containers to its Residents, the Collection Contractor may offer to rent Solid Waste collection containers to the Residents at the price stated on Exhibit G. In the event a Resident chooses to rent a collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Collection Contractor-provided

collection containers at the price and in the manner stated on the Exhibit G. Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of City or Collection Contractor provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags approved by the City and SWACO, or in containers clearly identified as containing Yard Waste.

- 3.8 Collection of Bulk Items Included.** The Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. Bulk Items are defined in Exhibit A. Bulk Item collection does not include collection of a Judicial Set-Out Order/Eviction. The Owner of a Residential Unit may contract with any private hauler for collection of Solid Waste resulting from a Judicial Set-Out Order/Eviction or if collected by the Collection Contractor, the Collection Contractor may directly bill the Owner of the Residential Unit at the bid price stated in Exhibit G. Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.
- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the City-approved day for the collection of Bulk Items. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City, the Collection Contractor shall provide a written report to the City of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G.
- 3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Residents City.
- 3.11 Services at City Facilities.** The Collection Contractor shall provide collection containers to the City at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the City at no additional charge, provided that City requests for additional collection are not greater than four (4) in a calendar month. Within reason, the

number, sizes and locations of the collection containers are subject to change in the discretion of the City upon written notice to the Collection Contractor. The Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E and provide collection and delivery to the City-Designated Facility for Recyclable Materials at no additional charge.

- 3.12 Collection at Special Events and Minor Remodeling Projects of City Buildings.** The Collection Contractor shall provide open top roll-off containers of up to forty (40) yards capacity and disposal for Solid Waste and Recyclable Materials upon request of the City for Special Events, in the amount of containers and number of pulls included on attached Exhibit E. In addition, the Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year for no more than two (2) pulls as requested by the City, and collect and dispose the Solid Waste in such additional containers without additional charge. The Collection Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity for the minor remodeling of any City Facility, up to five (5) pulls per year without additional charge.

The Collection Contractor shall provide up to four 30-yard solid waste collection containers, twice per year, for an annual total of eight 30-yard solid waste containers, at no cost to the City for community cleanups. The length of time for a community cleanup may last up to five days. For all of the above services, the Collection Contractor is responsible for the delivery of the containers, pickup of containers after event, transportation of containers to an approved disposal facility, and the costs associated with disposal of the material within the containers. There shall be no costs for the community for this service and the bid price shall include this service.

Additional pulls may be requested at the price indicated on Exhibit G. Unless otherwise agreed in writing, no additional fee shall be charged to the City for these services notwithstanding the frequency of collections that may be required at City Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

- 3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the City, unless the City has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit G hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City Facilities, Residential Units, or Residential Unit Equivalents.
- 3.14 Multi-Family Collection.** The Participating Communities desire to provide recycling opportunities for Multi-Family, as defined in Exhibit A. Pricing options for collection of Recyclable Materials shall be offered to local Multi-Family housing developments. The Collection Contractor is required to provide recycling to Multi-Family housing developments at the bid prices in Bid Form G(II), or lower, and contract directly with those Multi-Family housing developments that voluntarily choose to participate in the program.

**ARTICLE IV — COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT
COLLECTION**

- 4.1 Collection Routes and Day of Collection.** On or before December 1, 2018, the Collection Contractor shall furnish the City, for approval by the City: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, and number of Residential Units per route; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the City.) The Collection Contractor shall not change the day of collection without written approval by the City. In the event such a change is approved by the City, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final City-approved Collection Routes.
- 4.2 Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week. In the event the volume of Solid Waste is limited to the Collection Container on the scheduled collection day immediately following the Fourth of July and Christmas Day, the volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited.
- 4.3 Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the City may, at the City's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City for approval by _____. Subsequent notices shall be submitted to the City for approval not later than twenty (20) days prior to mailing to the Residential Units.

The Collection Contractor shall prepare an educational mailer twice a year identifying the Recyclable Materials and Yard Waste acceptable for processing. Such mailer shall be approved by the City and SWACO and following such approval, the Collection Contractor shall deliver the approved mailer to each Residential Unit. The bid price shall include all costs associated with development and distribution of the educational mailer.

- 4.5 **Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 **Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. In the event the Collection Contractor directly bills the Residents, the City shall not be responsible for the cost of Optional Carry-out Collection Service.
- 4.7 **Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this section, the City shall have the right to perform such cleanup services using City employees or other Collection Contractors and withhold release of payment in accordance with Section 6.2.
- 4.8 **Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor-provided collection containers shall be replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.
- 4.9 **Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall collect such items and leave a tag

advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the City with copies of all tags left at each Residential Unit pursuant to this section, or other such notification as agreed to between the City and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City and the Residents receiving the Collection Services.

- 4.10 Conduct of Collection Contractor and Its Employees.** The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by SWACO and the Franklin County District Board of Health. This includes, but is not limited to, SWACO's rules prohibiting Source Separated Recyclable Materials or Source Separated Yard Waste from being comingled with Solid Waste for delivery to the Franklin County Sanitary Landfill. Notwithstanding any deduction pursuant to Section 6.2, any and all violations may be enforced in accordance with Ohio Revised Code Section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. The City may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City.

- 4.11 Daily Reports.** The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the City. This report shall be provided to the City at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the City may agree to utilize a different procedure, provided such agreement is in writing.

- 4.12 Collection Contractor's Response to Complaints.** The City shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the City to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the City at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

- 4.13 Annual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in October of each contract year or at another time designated by the City and provide the survey results to the City and the Solid Waste Authority of Central Ohio no later than thirty (30) days from the completion of the survey⁸. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a recycling container is placed out for collection on

a regularly scheduled collection day. The Collection Contractor shall conduct the survey for all residential households in the City during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of the City households. The participation survey shall be conducted during a collection week with regularly scheduled collection days, and shall not be conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 Performance Assurance.** The Collection Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the City its written response to any such demand. In the event that the City does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the City deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of Six Hundred Eight Thousand, Five Hundred Seventy Eight Dollars (\$608,578.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City accepts, in writing, a substitute surety.
- 5.3 Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be

responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

- 5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City and authorized to do business in the State of Ohio. The City shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5 Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the City satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.
- 5.6 Indemnification.** The Collection Contractor shall save, indemnify and hold the City, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:
- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
 - (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- 5.7 **Environmental Indemnification.** The Collection Contractor shall save, indemnify and hold the City, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This section shall survive expiration or earlier termination of this Agreement.
- 5.8 **Indemnity Not Limited.** In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.
- 5.10 **Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City.

ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 6.1 **Contractor to Bill and Obtain Payment of Service Charges From Residential Units as Agent of the City.** As authorized by Section 3707.43 of the Ohio Revised Code, the Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Contractor under this Agreement on a quarterly basis on behalf of the City. Such Service Charges shall include all related collection, disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form attached as Exhibit G. In the event the Contractor provides any Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item. In addition, the City requires that the Contractor include, on a quarterly or annual basis, a service charge for Recycling Processing Fees as per Addendum #1, June 28, 2018.

All fees for Collection Services collected by the Collection Contractor as the agent of the City shall be placed into and held in a separate and distinct account to the credit of the City. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate City official is obtained. Within five (5) to (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of _____ (insert position, such as: City Service Director, City Administrator, or City Fiscal Officer) to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above City official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the City within three (3) business days.

All fees for Collection Services collected by the Collection Contractor as the agent of the City shall be placed into and held in a separate and distinct account to the credit of the City. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate City official is obtained. Within five (5) to (7) days after the close of each calendar quarter, the Collection Contractor shall seek approval of Public Service Director to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above City official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the City within three (3) business days.

6.2 Deductions from Collection Contractor's Invoice for Non-performance.

If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the City performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor the amount of one hundred dollars (\$100.00) per Residential Unit. The remedies available pursuant to this section are in addition to any other remedies available to the City pursuant to this Collection Agreement, and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.

6.3 Unoccupied or Vacant Residential Units. Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to

the City. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the City that Collection Services is not required at the unoccupied or vacant Residential Unit. The City shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the City or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

6.4 Annual Review of Generation. Annually, the Collection Contractor and the City shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the City and its Residents and delivered to the City-Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase of more than ten percent (10%) in the per household generation of separated Recyclable Materials, the Collection Contractor shall implement changes that will decrease the cost to the City and its Residents and may provide for additional benefits for the City. In the event the City elects Rumpke's Alternative Revenue Sharing Proposal for Recycling Processing, the Collection Contractor shall be required to notify the City regarding any rebate or reduction to the per household per month price or any service charge for Recycling Processing Fees as referenced in paragraph 6.1, above.

6.5 Adjustment for Changes in Cost of Fuel. Either the Collection Contractor or the City may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City, will result in an adjustment to the Collection Contractor's invoice received by the City or Residential Units. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base bid price per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on June 18, 2018 (\$3.173), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per

Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$0.25) per gallon from the base price. Each twenty-five cent incremental (\$0.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City, (including miles traveled on the collection route, and average number of round trips to: the Franklin County Sanitary Landfill, City-Designated Recyclable Materials Facility, and City-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

- 6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or Yard Waste Services Facilities may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Collection Contractor. The Collection Contractor shall give the City and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

- 6.7 Data Collection and Monthly Reporting.** The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the City: (a) a record of the number of Residential Units within the City collected by the Collection Contractor on each regular collection day; (b) a record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the City pursuant to this Collection Agreement that the Collection Contractor delivers to the City-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the City-Designated Facilities; and (c) a record of each Residential Unit tagged or refused service pursuant to paragraph 4.9 and identification of the unacceptable waste or placement of waste. Upon request of the City, the Collection Contractor shall provide copies of weight receipts and invoices that the Collection Contractor obtains from the City-

Designated Facilities. The Collection Contractor shall prepare such records and provide them to the City on a monthly basis.

The Collection Contractor shall also utilize the Re-TRAC™ data management system and report volumes in tons collected of Solid Waste, Yard Waste and Recyclable Materials for the City for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall input such data and provide such data to the City and to SWACO on a monthly basis within thirty (30) days of the close of each month.

- 6.8 **Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty (60) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit G. By agreement, either the City or the Collection Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.1 **Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the City may terminate the Collection Agreement in the following manner: the City shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City may terminate this Collection Agreement. Any such termination shall not take effect until the City is able to secure alternate or substitute performance for the Collection Services. The City may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.
- 7.2 **Surety or City Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services.

Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.

- 7.3 Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City is able to obtain alternate or substitute service.
- 7.4 Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the City, the City may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5 Termination of City-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain City-Designated Facilities. In the event of termination of an agreement with a City-Designated Facility, and until notification by the City of an alternative facility selected by the City, the Collection Contractor shall be excused from delivering materials to the City-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the City's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate City-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a City-Designated Facility agreement shall be documented and provided to the City. Any additional reasonable costs as determined by the City incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the City obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the City is able to issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

- 8.1 Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.

- 8.2 **Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention _____ (name or title), and to the City, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Collection Contractor arising out of a breach of this Collection Agreement by the City or the Collection Contractor shall be effective unless in writing signed by the City and the Collection Contractor.
- 8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the City, which consent may be withheld for any reason or for no reason.
- 8.7 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City and the Collection Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Collection Agreement on the date set forth above.

City of New Albany, Ohio

(Signature)

(Printed Name)

(Title)

The Collection Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

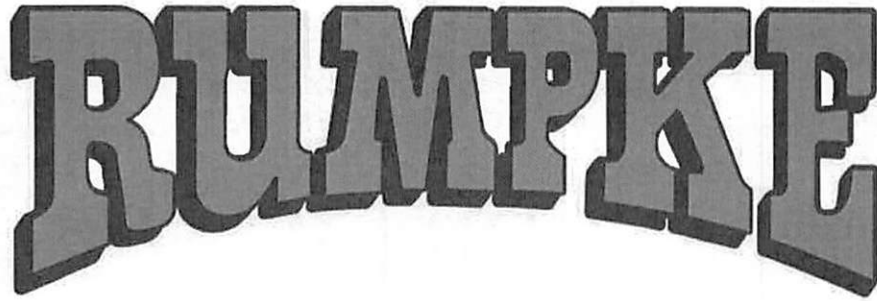
(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)



BID FOR

**Collection, Transportation and Delivery for
Disposal or Processing of Residential Solid
Waste, Recyclable Materials and Yard Waste**

2018 Community Consortium

*City of Bexley
City of New Albany
Mifflin Township
Plain Township*

July 25, 2018

**COLLECTION BID AND USE OF COLLECTION CONTAINERS
FOR BEXLEY, NEW ALBANY, PLAIN AND MIFFLIN TOWNSHIP
UNLIMITED AT THE CURB**

Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials

FIVE YEAR TERM (1/1/19 – 12/31/23)					
Cart Size	(1) Unlimited/Solid Waste, Recycling, and Yard Waste Collection	(2) Cart Price Only, Carts are returned to Contractor at the Conclusion of the Contract Term		(3) Cart Price Only, unbranded Carts become the Property of the Community at the Conclusion of the Contract Term	
		Solid Waste Cart Price	Recycling Cart Price	Solid Waste Cart Price	Recycling Cart Price
48° gallon	\$ 19.39	\$ 3.25	\$ 4.16	\$ 5.00	\$ 6.76
64 gallon		\$ 3.25	\$ 4.41	\$ 5.25	\$ 7.01
96 gallon		\$ 3.25	\$ 4.66	\$ 5.50	\$ 7.26

*If smaller than 48 gallon, indicate here: 35 Gallon.

The "COLLECTION BID AND USE OF COLLECTION CONTAINERS" is described as follows: The City/Township/Collection Contractor provides each Residential Unit with two wheeled collection containers at the prices submitted above; one black, brown, or gray for Solid Waste and one blue for Recyclable Materials. The Collection Contractor shall give a discounted price for any Residential Unit that requests a 64 or 48 gallon Solid Waste collection container instead of a 96 gallon Solid Waste collection container.



It is anticipated that the standard size for Recyclable Materials collection containers will be 64 or 96 gallons depending on the community. However, the Participating Communities will allow Residential Units to choose a 48, 64 or 96 gallon Recyclable Materials Collection Container.

The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited, and bidders shall submit:

- (1) The per Residential Unit per month bid price for Collection Contractor to provide collection, transportation and delivery for disposal and processing of Solid Waste, Recyclable Material, and Yard Waste; and

EXHIBIT G – BID FORMS – PART I (B)

**COLLECTION BID AND USE OF COLLECTION CONTAINERS
FOR BEXLEY, NEW ALBANY, PLAIN AND MIFFLIN TOWNSHIP
CART CONTENTS ONLY**

Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste,
Yard Waste, and Recyclable Materials

FIVE YEAR TERM (1/1/19 – 12/31/23)					
Cart Size	(1) Cart Contents Only, Solid Waste, Recycling, and Yard Waste Collection	(2) Cart Price Only, Carts are returned to Contractor at the Conclusion of the Contract Term		(3) Cart Price Only, unbranded Carts become the Property of the Community at the Conclusion of the Contract Term	
		Solid Waste Cart Price	Recycling Cart Price	Solid Waste Cart Price	Recycling Cart Price
48 gallon *	\$ 18.89	\$ 3.25	\$ 4.16	\$ 5.00	\$ 6.45
64 gallon	\$ 18.89	\$ 3.25	\$ 4.41	\$ 5.25	\$ 6.70
96 gallon	\$ 18.89	\$ 3.25	\$ 4.66	\$ 5.50	\$ 6.95

*If smaller than 48 gallon, indicate here: 35 gallon.

The "COLLECTION BID AND USE OF COLLECTION CONTAINERS" is described as follows: The City/Township/Collection Contractor provides each Residential Unit with two wheeled collection containers at the prices submitted above; one black, brown, or gray for Solid Waste and one blue for Recyclable Materials. The Collection Contractor shall give a discounted price for any Residential Unit that requests a 64 or 48 gallon Solid Waste collection container instead of a 96 gallon Solid Waste collection container, based upon lower disposal costs.



It is anticipated that the standard size for Recyclable Materials collection containers will be 64 or 96 gallons depending on the community. However, the Participating Communities will allow Residential Units to choose a 48, 64 or 96 gallon Recyclable Materials Collection Container.

Bidders shall submit: (1) The per Residential Unit per month bid price for Collection Contractor to provide collection, transportation and delivery for disposal and processing of Solid Waste, Recyclable Material, and Yard Waste; and (2) The additional costs of the Collection Contractor providing each Residential Unit with Solid Waste and Recyclable Materials collection containers and the Collection Contractor retains ownership of collection containers at the end of the five (5) year term; and

EXHIBIT G – BID FORMS – PART I (C)

**COLLECTION BID AND USE OF COLLECTION CONTAINERS
FOR BEXLEY, NEW ALBANY, PLAIN AND MIFFLIN TOWNSHIP
CART CONTENTS ONLY**

Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste,
Yard Waste, and Recyclable Materials

FOUR YEAR TERM (1/1/20 – 12/31/23)					
Cart Size	(1) Cart Contents Only, Solid Waste, Recycling, and Yard Waste Collection	(2) Cart Price Only, Carts are returned to Contractor at the Conclusion of the Contract Term		(3) Cart Price Only, unbranded Carts become the Property of the Community at the Conclusion of the Contract Term	
		Solid Waste Cart Price	Recycling Cart Price	Solid Waste Cart Price	Recycling Cart Price
48* gallon	\$ 18.89	\$ 3.25	\$ 4.16	\$ 5.00	\$ 6.45
64 gallon	\$ 18.89	\$ 3.25	\$ 4.41	\$ 5.25	\$ 6.70
96 gallon	\$ 18.89	\$ 3.25	\$ 4.66	\$ 5.50	\$ 6.95

*If smaller than 48 gallon, indicate here: 35 gallon.

The "COLLECTION BID AND USE OF COLLECTION CONTAINERS" is described as follows: The City/Township/Collection Contractor provides each Residential Unit with two wheeled collection containers at the prices submitted above; one black, brown, or gray for Solid Waste and one blue for Recyclable Materials. The Collection Contractor shall give a discounted price for any Residential Unit that requests a 64 or 48 gallon Solid Waste collection container instead of a 96 gallon Solid Waste collection container, based upon lower disposal costs.



It is anticipated that the standard size for Recyclable Materials collection containers will be 64 or 96 gallons depending on the community. However, the Participating Communities will allow Residential Units to choose a 48, 64 or 96 gallon Recyclable Materials Collection Container.

Bidders shall submit: (1) The per Residential Unit per month bid price for Collection Contractor to provide collection, transportation and delivery for disposal and processing of Solid Waste, Recyclable Material, and Yard Waste; and (2) The additional costs of the Collection Contractor providing each Residential Unit with Solid Waste and Recyclable Materials collection containers and the Collection Contractor retains ownership of collection containers at the end of the five (5) year term; and

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

(Contractors are advised that they **shall** provide a bid price for the below additional services)

Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services	\$ <u>2.55</u>
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ <u>1.50</u>
Per Residential Unit per month surcharge for performing Carry-Out Collection Services ¹	\$ <u>20.00*</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>65.00</u>
Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>36.00</u>
Provision of and each per pull charge for an additional container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>42.00</u>
Provision of and each per pull charge for an additional container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>48.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>435.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>480.00</u>

¹ The Contractor is required to provide an optional add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service.

* Carry-Out Services for City of Bexley only – \$8.50

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>569.00</u>
Per Residential Unit per month surcharge for the Rental and collection of 96 gal., 64 gal., and 48 gal. Solid Waste or Recyclable Materials collection container ²	\$ <u>3.25</u> (96)
	\$ <u>3.25</u> (64)
	\$ <u>3.25</u> (48)
Purchase and collection of 96 gal., 64 gal., and 48 gal. unbranded Solid Waste or Recyclable Materials collection containers, and billed to individual Residential Units ³ .	\$ <u>9.00</u> (96)
	\$ <u>9.00</u> (64)
	\$ <u>9.00</u> (48)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	\$ <u>235.00</u>
Per Residential Unit surcharge for delivery of a smaller or larger collection container at Resident request after implementation plan expires	\$ <u>25.00</u>
Per Residential Unit per month Surcharge Fee for maintenance of containers if the carts are supplied by the community.	\$ <u>2.00</u>

² Such bid price is for the **rental** of collection containers that an individual Resident may request in **addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

³ Such bid price is for the **purchase** and collection of collection containers that an individual resident may request in **addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

<u>Additional Recyclable Materials Collection for Municipal Facilities and Special Events</u>		Pulls/Collections Per Week*					
Container Size		1	2	3	4	5	6
Cart/tote up to ½ cubic		\$ 22.50	\$ 45.00	\$ 67.50	\$ 90.00	\$ 112.50	\$ 135.00
Yard or ≈ 96 gallon		\$ 22.50	\$ 45.00	\$ 67.50	\$ 90.00	\$ 112.50	\$ 135.00
2 to 3 cubic yards		\$ 40.50	\$ 81.00	\$ 121.50	\$ 162.00	\$ 202.50	\$ 243.00
4 cubic yards		\$ 44.93	\$ 89.86	\$ 134.78	\$ 179.71	\$ 224.64	\$ 269.57
6 cubic yards		\$ 67.38	\$ 134.77	\$ 202.15	\$ 269.53	\$ 336.92	\$ 404.30
8 cubic yards		\$ 89.85	\$ 179.69	\$ 269.54	\$ 359.39	\$ 449.24	\$ 539.08
10 cubic yards		\$ 112.31	\$ 224.62	\$ 336.93	\$ 449.24	\$ 561.56	\$ 673.87
6-cubic yd. compactors		\$ 202.16	\$ 404.32	\$ 606.47	\$ 808.63	\$ 1,010.79	\$ 1,212.95
8-cubic yd. compactors		\$ 269.55	\$ 539.10	\$ 808.65	\$ 1,078.20	\$ 1,347.75	\$ 1,617.30
30-cubic yd compactors		\$ 2,570.40	\$ 4,780.80	\$ 6,991.20	\$ 9,201.60	\$ 11,412.00	\$ 13,622.40
35-cubic yd compactors		\$ 2,606.40	\$ 4,852.80	\$ 7,099.20	\$ 9,345.60	\$ 11,592.00	\$ 13,838.40

Note: All bids shall be submitted in dollar amounts and include any and all costs of disposal and/or processing. There shall be no rental fee or any charge for provision of the container or compactor.

EXHIBIT G – BID FORMS – PART II

ADDITIONAL OPTIONAL COLLECTION SERVICES

<u>Recyclable Materials Collection for Multi-Family*</u>		Pulls/Collections Per Week*					
Container Size		1	2	3	4	5	6
Cart/tote up to ½ cubic	\$	31.50	63.00	94.50	126.00	157.50	189.00
Yard or ≈ 96 gallon	\$	31.50	63.00	94.50	126.00	157.50	189.00
2 to 3 cubic yards	\$	40.50	81.00	121.50	162.00	202.50	243.00
4 cubic yards	\$	44.93	89.96	134.78	179.71	224.64	269.57
6 cubic yards	\$	67.38	134.77	202.15	269.53	336.92	404.30
8 cubic yards	\$	89.85	179.69	269.54	359.39	449.24	539.08
10 cubic yards	\$	112.31	224.62	336.93	449.24	561.56	673.87
6-cubic yd. compactors	\$	202.16	404.32	606.47	808.63	1,010.79	1,212.95
8-cubic yd. compactors	\$	269.55	539.10	808.65	1,078.20	1,347.75	1,617.30
30-cubic yd compactors	\$	2,570.40	4,780.80	6,991.20	9,201.60	11,412.00	13,622.40
35-cubic yd compactors	\$	2,606.40	4,852.80	7,099.20	9,345.60	11,592.00	13,838.40

*Such pricing shall be made available to Multi-Family as defined in Exhibit A.

Bid Clarifications

The following applies to all submissions from Rumpke, including base bids and alternate bids:

Rumpke's submission takes exception to Section 5.10 Covenant Not to Sue, which states "During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City/Township or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City/Township."

The prices, terms and other items submitted are specific to the costs, resources and requirements of providing the given services to one or more of the communities, as specified in the Bid Documents or Rumpke's alternate bid(s), and are therefore extended only to the specified community or communities by way of our submission. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities, townships and villages located within or adjacent to SWACO's district if they should wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation under the same prices, terms and services, in accordance with Ohio Revised Code Section 9.48.

Any alternate bid submitted by Rumpke contains pricing and terms applicable to the specified community only. Rumpke reserves the right to accept or deny the participation of any unspecified community or entity under the same prices, terms and services in accordance with Ohio Revised Code Section 9.48.

Pricing does not include services required to properly manage delivered materials that are not accepted as Recyclable Materials or are not processable at Rumpke's MRF (Fields Avenue). When the allocation percentage of Residuals hinders or prohibits the processing of delivered materials, as reported by Rumpke's MRF, the Collection Contractor reserves the right to pass through any charges imposed by the Recycling Services Contractor in accordance with the Recycling Services bid for transportation, disposal, material handling and other costs incurred to properly manage the materials obtained.

For communities that, per Addendum 2, intend to continue handling billing and going forward in 2020, paying for any Recycling Processing costs, the bid price provided does not include any consideration of Recycling Processing fees.

For communities that, per Addendum 2, intend to have the Collection Contractor bill the Residential Units in the community and in years 2-5 of the contract, pay for the Recycling Processing fees and pass through the cost of Recycling Processing and collect as a line item on the bills the Residential Units, the following is assumed:

- 1) The bid price provided does not include any consideration of Recycling Processing fees. The additional charge for recycling will depend on the tonnage generated, the number of households and the recycling processing option chosen (\$35.00 per ton, or the Rumpke Alternative Recyclable Materials Revenue Sharing Proposal).
- 2) Billing arrangements and pass-through protocols will be discussed and mutually agreed upon by the community and the Collection Contractor in alignment with the Collection Contractor's existing billing capabilities and accounting policies and in consideration of bid prices.

Alternate Bid #1: Bexley

Unlimited Trash, Recycling & Yard Waste

Includes (1) Contractor-Provided Recycling Cart

5-Year Term

Monthly Service Rates & Inclusions

5-Year Term		2019 - 2023	
Base Rate	\$	19.39	Unlimited weekly trash, recycling and yard waste service with use of a 95-Gallon Contractor-Provided Recycling Cart
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II		95-Gallon Trash Carts and 65 or 95-Gallon Recycling Carts offered by the Contractor for rent at the option of a Residential Unit.

Service Descriptions

Overview: Trash, recycling and yard waste materials will be collected separately.

Bulk Item Service: Bulk items will be collected weekly on the trash service day. Support is asked to improve advanced scheduling for bulk items.

Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.

Containers: Approved personal or Contractor-Rented containers and/or personal bags may be used for material that does not fit inside the Contractor-Provided cart. If Contractor-Provided and Contractor-Rented Carts of the standard size and type are already distributed in the community, they will not be collected and replaced. Continued maintenance and replacements will be offered as needed. Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.

A 95-Gallon Recycling Cart is the standard recycling cart size that will be distributed by the Contractor to each Residential Unit at the inception of the contract. If preferred by the community, a 65-Gallon Recycling Cart can be designated as the standard and distributed by the Contractor to each Residential Unit instead.

See Bid Clarifications for applicable clarifications.

Alternate Bid #2: Bexley

Status Quo Service

Includes Current Services, Carts & Rental Options

3-Year Term

Monthly Service Rates & Inclusions				
3-Year Term	2019	2020	2021	2022-23
Base Rate	\$ 16.71	\$ 17.88	\$ 19.13	*
Weekly trash, recycling and yard waste service with the currently distributed Contractor-Provided Cart(s), if any. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and 65 or 95-Gallon Recycling Carts offered by the Contractor for rent at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Bulk items will be collected weekly on the trash service day. Support is asked to improve advanced scheduling for bulk items.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: Approved personal or Contractor-Rented containers and/or personal bags may be used for material that does not fit inside the Contractor-Provided cart. Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.

See Bid Clarifications for applicable clarifications.

Alternate Bid #3: Bexley

Cart Contents Only

Includes (1) Contractor-Provided Recycling Cart & (1) Contractor-Provided Trash Cart
3-Year or 5-Year Term

Monthly Service Rates & Inclusions				
3-Year Term	2019	2020	2021	2022-23
Base Rate	\$ 18.11	\$ 19.38	\$ 20.78	*
Cart-Contents-Only weekly trash and recycling and unlimited yard waste service with (1) Contractor-Provided 95-Gallon Trash Cart and (1) Contractor-Provided 95-Gallon Recycling Cart. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and Recycling Carts will be offered for rent from the Contractor at the option of a Residential Unit.
5-Year Term	2019 - 2023			
Base Rate	\$			21.00
Cart-Contents-Only weekly trash and recycling and unlimited yard waste service with (1) Contractor-Provided 95-Gallon Trash Cart and (1) Contractor-Provided 95-Gallon Recycling				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and Recycling Carts will be offered for rent from the Contractor at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Weekly on the trash service day with a minimum of 24-hours notice to the Contractor.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: An additional Contractor-Rented trash and/or recycling cart must be requested and used for material that does not fit inside the appropriate Contractor-Provided cart(s). Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.
A 95-Gallon Recycling Cart is the standard recycling cart size that will be distributed by the Contractor to each Residential Unit at the inception of the contract. If preferred by the community, a 65-Gallon Recycling Cart can be designated as the standard and distributed by the Contractor to each Residential Unit instead.

See Bid Clarifications for applicable clarifications.

Alternate Bid #1: New Albany

Unlimited Trash, Recycling & Yard Waste

Includes (1) Contractor-Provided Recycling Cart

5-Year Term

Monthly Service Rates & Inclusions		
5-Year Term	2019 - 2023	
Base Rate	\$ 19.39	Unlimited weekly trash, recycling and yard waste service with use of a 95-Gallon Contractor-Provided Recycling Cart
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II	95-Gallon Trash Carts and 65 or 95-Gallon Recycling Carts offered by the Contractor for rent at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Bulk items will be collected weekly on the trash service day. Support is asked to improve advanced scheduling for bulk items.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: Approved personal or Contractor-Rented containers and/or personal bags may be used for material that does not fit inside the Contractor-Provided cart. If Contractor-Provided and Contractor-Rented Carts of the standard size and type are already distributed in the community, they will not be collected and replaced. Continued maintenance and replacements will be offered as needed. Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors. A 95-Gallon Recycling Cart is the standard recycling cart size that will be distributed by the Contractor to each Residential Unit at the inception of the contract. If preferred by the community, a 65-Gallon Recycling Cart can be designated as the standard and distributed by the Contractor to each Residential Unit instead.

See Bid Clarifications for applicable clarifications.

Alternate Bid #2: New Albany

Status Quo Service

Includes Current Services, Carts & Rental Options

3-Year Term

Monthly Service Rates & Inclusions				
3-Year Term	2019	2020	2021	2022-23
Base Rate	\$ 16.71	\$ 17.88	\$ 19.13	*
Weekly trash, recycling and yard waste service with the currently distributed Contractor-Provided Cart(s), if any. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and 65 or 95-Gallon Recycling Carts offered by the Contractor for rent at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Bulk items will be collected weekly on the trash service day. Support is asked to improve advanced scheduling for bulk items.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: Approved personal or Contractor-Rented containers and/or personal bags may be used for material that does not fit inside the Contractor-Provided cart. Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.

See Bid Clarifications for applicable clarifications.

Alternate Bid #3: New Albany

Cart Contents Only

Includes (1) Contractor-Provided Recycling Cart & (1) Contractor-Provided Trash Cart
3-Year or 5-Year Term

Monthly Service Rates & Inclusions				
3-Year Term	2019	2020	2021	2022-23
Base Rate	\$ 17.19	\$ 18.39	\$ 19.68	*
Cart-Contents-Only weekly trash and recycling and unlimited yard waste service with (1) Contractor-Provided 95-Gallon Trash Cart and (1) Contractor-Provided 95-Gallon Recycling Cart. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and Recycling Carts will be offered for rent from the Contractor at the option of a Residential Unit.
5-Year Term	2019 - 2023			
Base Rate	\$			19.92
Cart-Contents-Only weekly trash and recycling and unlimited yard waste service with (1) Contractor-Provided 95-Gallon Trash Cart and (1) Contractor-Provided 95-Gallon Recycling Cart.				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and Recycling Carts will be offered for rent from the Contractor at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Weekly on the trash service day with a minimum of 24-hours notice to the Contractor.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: An additional Contractor-Rented trash and/or recycling cart must be requested and used for material that does not fit inside the appropriate Contractor-Provided cart(s). Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.
Exhibit E Service: The Contractor will provide all services requested in the community's Exhibit E. These services will be billed separately and directly to the municipality and are therefore not included in the Base Rate.

See Bid Clarifications for applicable clarifications.

Alternate Bid #1: Plain

Unlimited Trash, Recycling & Yard Waste

Includes (1) Contractor-Provided Recycling Cart

5-Year Term

Monthly Service Rates & Inclusions

5-Year Term			2019 - 2023
Base Rate	\$	19.39	Unlimited weekly trash, recycling and yard waste service with use of a 95-Gallon Contractor-Provided Recycling Cart
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II		95-Gallon Trash Carts and 65 or 95-Gallon Recycling Carts offered by the Contractor for rent at the option of a Residential Unit.

Service Descriptions

Overview: Trash, recycling and yard waste materials will be collected separately.

Bulk Item Service: Bulk items will be collected weekly on the trash service day. Support is asked to improve advanced scheduling for bulk items.

Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.

Containers: Approved personal or Contractor-Rented containers and/or personal bags may be used for material that does not fit inside the Contractor-Provided cart. If Contractor-Provided and Contractor-Rented Carts of the standard size and type are already distributed in the community, they will not be collected and replaced. Continued maintenance and replacements will be offered as needed. Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.

A 95-Gallon Recycling Cart is the standard recycling cart size that will be distributed by the Contractor to each Residential Unit at the inception of the contract. If preferred by the community, a 65-Gallon Recycling Cart can be designated as the standard and distributed by the Contractor to each Residential Unit instead.

See Bid Clarifications for applicable clarifications.

Alternate Bid #2: Plain

Status Quo Service

Includes Current Services, Carts & Rental Options

3-Year Term

Monthly Service Rates & Inclusions					
3-Year Term	2019	2020	2021	2022-23	
Base Rate	\$ 16.71	\$ 17.88	\$ 19.13	*	Weekly trash, recycling and yard waste service with the currently distributed Contractor-Provided Cart(s), if any. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II				95-Gallon Trash Carts and 65 or 95-Gallon Recycling Carts offered by the Contractor for rent at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Bulk items will be collected weekly on the trash service day. Support is asked to improve advanced scheduling for bulk items.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: Approved personal or Contractor-Rented containers and/or personal bags may be used for material that does not fit inside the Contractor-Provided cart. Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.

See Bid Clarifications for applicable clarifications.

Alternate Bid #3: Plain

Cart Contents Only

Includes (1) Contractor-Provided Recycling Cart & (1) Contractor-Provided Trash Cart
3-Year or 5-Year Term

Monthly Service Rates & Inclusions				
3-Year Term	2019	2020	2021	2022-23
Base Rate	\$ 18.11	\$ 19.38	\$ 20.78	*
Cart-Contents-Only weekly trash and recycling and unlimited yard waste service with (1) Contractor-Provided 95-Gallon Trash Cart and (1) Contractor-Provided 95-Gallon Recycling Cart. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and Recycling Carts will be offered for rent from the Contractor at the option of a Residential Unit.
5-Year Term	2019 - 2023			
Base Rate	\$			21.00
Cart-Contents-Only weekly trash and recycling and unlimited yard waste service with (1) Contractor-Provided 95-Gallon Trash Cart and (1) Contractor-Provided 95-Gallon Recycling Cart.				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and Recycling Carts will be offered for rent from the Contractor at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Weekly on the trash service day with a minimum of 24-hours notice to the Contractor.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: An additional Contractor-Rented trash and/or recycling cart must be requested and used for material that does not fit inside the appropriate Contractor-Provided cart(s). Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.
A 95-Gallon Recycling Cart is the standard recycling cart size that will be distributed by the Contractor to each Residential Unit at the inception of the contract. If preferred by the community, a 65-Gallon Recycling Cart can be designated as the standard and distributed by the Contractor to each Residential Unit instead.

See Bid Clarifications for applicable clarifications.

Alternate Bid #2: Mifflin

Status Quo Service

Includes Current Services, Carts & Rental Options

3-Year or 5-Year Term

Monthly Service Rates & Inclusions					
3-Year Term	2019	2020	2021	2022-23	
Base Rate 35-Gallon Trash Cart	\$ 14.59	\$ 15.61	\$ 16.70	*	Cart-Contents-Only weekly trash and every other week recycling and unlimited yard waste service with the currently distributed Contractor-Provided Cart(s). Each Residential Unit may continue to select from 35-Gallon, 65-Gallon and 95-Gallon Contractor-Provided Trash and Recycling Carts, and the Base Rate will continue to be dictated by the size of the Trash Cart. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.
Base Rate 65-Gallon Trash Cart	\$ 15.41	\$ 16.49	\$ 17.64	*	
Base Rate 95-Gallon Trash Cart	\$ 16.13	\$ 17.26	\$ 18.47	*	
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II				Trash Carts and Recycling Carts will be offered for rent from the Contractor at the option of a Residential Unit.
5-Year Term	2019 - 2023				
Base Rate 35-Gallon Trash Cart	\$			16.88	Cart-Contents-Only weekly trash and every other week recycling and unlimited yard waste service with the currently distributed Contractor-Provided Cart(s). Each Residential Unit may continue to select from 35-Gallon, 65-Gallon and 95-Gallon Contractor-Provided Trash and Recycling Carts, and the Base Rate will continue to be dictated by the size of the Trash Cart.
Base Rate 65-Gallon Trash Cart	\$			17.53	
Base Rate 95-Gallon Trash Cart	\$			18.72	
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II				Trash Carts and Recycling Carts will be offered for rent from the Contractor at the option of a Residential Unit.
Service Descriptions					
Overview: Trash, recycling and yard waste materials will be collected separately.					
Bulk Item Service: Weekly on the trash service day with a minimum of 24-hours notice to the Contractor.					
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.					
Containers: An additional Contractor-Rented trash and/or recycling cart must be requested and used for material that does not fit inside the appropriate Contractor-Provided cart(s). Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.					

See Bid Clarifications for applicable clarifications.