



ORDINANCE O-28-2021

AN ORDINANCE TO AMEND A CONSERVATION EASEMENT GENERALLY LOCATED NORTH OF SMITHS MILL ROAD AND WEST OF BEECH ROAD, INSTRUMENT NUMBER 201012230175455, TO PERMIT THE INSTALLATION OF AN UNDERGROUND SANITARY SEWER

WHEREAS, the City of New Albany requests to amend the existing conservation easement to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing within a limited and defined portion of the real property that is burdened by the Conservation Easement Agreement; and,

WHEREAS, the purpose of the original easement was for wetland and tree preservation; and,

WHEREAS, the City of New Albany has obtained mitigation property which will be protected in perpetuity under an environmental covenant as required by the Ohio EPA and U.S. Army Corps of Engineers to mitigate impacts to areas preserved by the conservation easement; and,

WHEREAS, council is satisfied that there is good cause for such amendment and that it will not be detrimental to the general interests and shall be approved.

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

Section 1. The conservation easement generally located north of Smiths Mill Road and west of Beech Road, as identified as instrument number 201012230175455, is hereby amended in accordance with Exhibit A.

Section 2. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 Section 121 of the Ohio Revised Code.

Section 3. 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 _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director

Legislation dates:

Prepared: 07/09/2021

Introduced: 07/20/2021

Revised: 08/13/2021 – exhibit A

Adopted:

Effective:

FIRST AMENDMENT TO
CONSERVATION EASEMENT AGREEMENT

This First Amendment to Conservation Easement Agreement (this "Amendment") is made to be effective on the last date of signature below (the "Effective Date"), by and between **Abercrombie & Fitch Management Company**, ("Grantor"), and the **City of New Albany**, a municipal corporation existing under the laws of the State of Ohio, having its address at 99 W. Main Street, New Albany, Ohio 43054 ("Grantee").

Prior Instrument References: Instrument Number 201012230175455, Recorder's Office, Franklin County, Ohio and Instrument Number 201010070133785; Recorder's Office, Franklin County, Ohio.

RECITALS:

WHEREAS, Grantor and Grantee are parties to that certain Conservation Easement Agreement which is of record with the Recorder's Office, Franklin County, Ohio as Instrument Number 201012230175455 (the "Conservation Easement Agreement"), attached as Exhibit A;

WHEREAS, Grantor and Grantee desire to amend the Conservation Easement Agreement as provided in this Amendment in order to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing ("Sanitary Sewer") within a limited and defined portion of the real property that is burdened by the Conservation Easement Agreement (the "Subject Area"). The Subject Area is shown on Exhibit B and is comprised of the areas identified as the "Temporary Construction Easement" and the "Sanitary Sewer Easement";

WHEREAS, two jurisdictional wetlands and a portion of a stream within the Subject Area will be temporarily impacted in order to install the Sanitary Sewer. Grantee has obtained a Nationwide Permit 58 Verification, dated June 10, 2021 (LHR-2020-743-SCR-Haines Ditch)

(the "Permit") to discharge temporary dredged and/or fill material to allow the construction of the Sanitary Sewer; and

WHEREAS, one portion of the Subject Area is where the sanitary sewer is to be installed (the "Sanitary Sewer Easement Area"), the other portion of the Subject Area will be a temporary easement area (or laydown area) that will only be used for a limited time during the original construction of the Sanitary Sewer (the "Temporary Construction Easement Area").

NOW THEREFORE, in consideration of the promises and covenants detailed in the Conservation Easement Agreement and as described below, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

AGREEMENT:

1. **Defined Terms.** All capitalized terms which are used but not defined herein shall have the meanings given to them in the Conservation Easement Agreement.
2. **Original Sanitary Sewer Construction Incursion.** Grantor and Grantee hereby agree to allow an incursion within the Subject Area in order to allow for the construction and installation of the Sanitary Sewer.
3. **Future Sanitary Sewer Maintenance/Replacement Incursions.** Grantor and Grantee hereby agree to allow future incursions within the Sanitary Sewer Easement Area to allow future construction, installation, operation, maintenance, repair, removal, and replacement of the Sanitary Sewer.
4. **Remediation After Incursions.** Grantee agrees that after any incursion allowed herein, Grantee shall promptly: (i) remove any temporary fill in its entirety and the affected areas returned to pre-incursion elevations; (ii) the Temporary Construction Easement Area shall be re-established as forested wetland and upland buffer area per the Permit; (iii) the Sanitary Sewer Easement Area shall be re-established as a non-forested wetland and upland buffer area per the Permit or any future applicable permit or authorization.
5. **Compliance with Applicable Laws.** Grantee shall obtain all necessary permits and authorizations for any incursions after the Original Sanitary Sewer Construction Incursion and shall fully comply with any applicable laws, permits and authorizations.
6. **No Other Amendments.** Except as expressly provided in this Amendment, no other provisions of the Conservation Easement Agreement are being amended hereby.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment on the date(s) indicated immediately below their respective signatures.

GRANTOR:

Abercrombie & Fitch Management Company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for said State and County, on this ____ day of _____, 2021, by _____, the _____ of Abercrombie and Fitch Management Company, on behalf of the company.

Notary Public
My Commission Expires: _____

GRANTEE:
CITY OF NEW ALBANY,
an Ohio municipal corporation

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to Form:

Mitchell Banchefsky, City Law Director

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

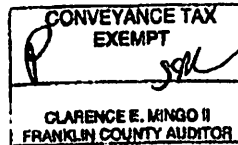
The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for said State and County, on this ____ day of _____, 2021, by _____, the _____ of the City of New Albany, an Ohio municipal corporation, on behalf of the city.

Notary Public
My Commission Expires: _____

TRANSFER
NOT NECESSARY

DEC 23 2010

CLARENCE E. KINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



201012230175455

Pgs: 10 392.90 120100079285
12/23/2010 2:14PM BXSTEWART TT
Robert G. Montgomery
Franklin County Recorder

CONSERVATION EASEMENT

120102647 of Columbus Box
Stewart Title Agency NC 1002

KNOW ALL MEN BY THESE PRESENTS that THE NEW ALBANY COMPANY LLC, a Delaware limited liability company and MBJ HOLDINGS, LLC, a Delaware limited liability company (collectively the "Grantor"), of the Village of New Albany, Counties of Franklin and Licking, State of Ohio, in consideration of its desire to preserve the natural beauty of the following described property for posterity, does hereby quit-claim unto the THE VILLAGE OF NEW ALBANY, OHIO, an Ohio municipal corporation (the "Grantee"), the perpetual right and easement to hold and protect, for open space and conservation purposes, as permanent wetland and riparian habitat, in, over and upon the following described premises:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" & SURVEY OF THE PERPETUAL EASEMENT AREA ATTACHED HERETO AS EXHIBIT "B" MADE A PART HEREOF).

Prior Instrument Ref: Instrument Number 201010070133785; Recorder's Office, Franklin County, Ohio and Instrument 201010060020027, Recorder's Office, Licking County, Ohio.

As further consideration for the easement granted herein, the following terms, conditions, restrictions and limitations shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Grantor hereby releases and discharges the Grantee from all further claims for Ohio Constitution, Article I, Section 19, just compensation related to this grant.

This conservation easement is required by a Section 401 Water Quality Certification Permit #062653 issued by the Ohio EPA on October 31, 2006, and Permit Number UN TRIB Blacklick Creek - 200200751 issued by the U.S. Army Corps of Engineers on November 16, 2007. As a condition of the Permits, preserved wetland and stream areas must be protected by a conservation easement. This conservation easement requires the Owner to mitigate impacts to surface waters on the Blacklick Campus by, among other things, preserving in perpetuity 6.444 acres, 0.935 acres (includes stream only), 1.891 acres, and 1.892 acres (includes stream only) of existing wetlands and buffers, and 1,470 linear feet of avoided stream and preservation buffers, in the Blacklick Campus (the "Easement Area").

The easement herein granted shall run with the land in perpetuity and it is the intent and purpose of both parties to this easement to restrict and forbid any activity or use which would, as a natural consequence of such, impede or make more difficult use of the Easement Area for its intended purposes and accomplishment of conservation objectives.

It is the intent of this easement that no private encroachment shall be permitted on the Easement Area, and the Grantor hereby imposes and agrees to comply with the following activity or use limitations on the described Easement Area:

- a. Development Activities: No development activity may occur on the Easement Area;
- b. Construction: The placement or construction of any man-made modifications such as buildings, structures, fences, roads, utilities and parking lots on the Easement Area is prohibited, other than construction activities that are authorized by the Mitigation Plan approved by Ohio EPA;

- c. Cutting Vegetation: Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Easement Area is prohibited, unless necessary to minimize the establishment of invasive species in accordance with the Mitigation Plan approved by Ohio EPA. Plantings of native Ohio trees and shrubs within the 0.935-acre stream setback easement area (Exhibit B – Page 2) for additional screening purposes is allowed;
- d. Dumping: Nothing may be placed or accumulated in the Easement Area, including soils, waste, garbage or other materials; and
- e. Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Easement Area, other than as part of activities that are authorized by the Mitigation Plan approved by Ohio EPA.

The Grantor hereby covenants with Grantee that it is the true and lawful owner of the above described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this easement.

TO HAVE AND TO HOLD said real property unto said Grantee, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, the said Grantor and the said Grantee have hereunto set their hands this 20th day of December, 2010.

GRANTOR:

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company

By: Brent Bradbury
Brent Bradbury, Chief Financial Officer

MBJ HOLDINGS, LLC, a Delaware limited liability company

By: Brent Bradbury
Brent Bradbury, Vice President/Treasurer

GRANTEE:

VILLAGE OF NEW ALBANY, OHIO, an Ohio municipal corporation

By: Debra Mecozzi
Name: Debra Mecozzi
Title: Acting Village Administrator

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on this 20th day of December, 2010, before me, the subscriber, a Notary Public in and for said County, personally came the above named **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company, by Brent Bradbury, its Chief Financial Officer, the Grantor in the foregoing Conservation Easement, and acknowledged the signing of the same to be his voluntary act and deed, and the voluntary act and deed of said company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.



LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 1-21-2011

Lisa J. Dinger
Notary Public

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on this 20th day of December, 2010, before me, the subscriber, a Notary Public in and for said County, personally came the above named **MBJ HOLDINGS, LLC**, a Delaware limited liability company, by Brent Bradbury, its Vice President/Treasurer, the Grantor in the foregoing Conservation Easement, and acknowledged the signing of the same to be his voluntary act and deed, and the voluntary act and deed of said company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.



LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 1-21-2011

Lisa J. Dinger
Notary Public

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on this 20 day of December, 2010 before me, the subscriber, a Notary Public in and for said County, personally came the above named **VILLAGE OF NEW ALBANY, OHIO**, an Ohio municipal corporation, by Debra Mecozzi, its Admin Village Administrator, the Grantee in the foregoing Conservation Easement, and acknowledged the signing of the same to be his/her voluntary act and deed, and the voluntary act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

(seal)

Jill Van Deventer
Notary Public

JILL VAN DEVENTER

This Instrument Prepared By:
THE NEW ALBANY COMPANY LLC MY COMMISSION EXPIRES 06-10-11
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054

EXHIBIT A 18164
PRESERVATION BASEMENT
6.444 ACRES

Situated in the State of Ohio, County of Franklin, Township of Plain, lying in Quarter Township 4, Township 2, Range 16, United States Military Lands, being on, over and across part of the original 79.065 acre tract conveyed to The New Albany Company LLC by deeds of record in Official Records 12772119 and 21256E01, and Instrument Number 199811120289607, (except as noted, all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Smith's Mill Road (90 feet wide), as dedicated in Plat Book 106, Page 92, in the easterly line of said original 79.065 acre tract and at the southwesterly corner of the 35.000 acre tract conveyed to American Electric Power by deed of record in Instrument Number 200603160007394 (Licking County), being the line common to Franklin County and Licking County;

Thence North 86° 23' 10" West, a distance of 208.08 feet, with said northerly right-of-way line, to a point;

Thence across said original 79.065 acre tract, the following courses and distances:

North 03° 36' 50" East, a distance of 86.76 feet, to a point;

North 44° 50' 34" East, a distance of 65.06 feet, to a point;

North 18° 27' 29" East, a distance of 90.19 feet, to a point;

North 28° 21' 10" East, a distance of 44.97 feet, to a point;

North 01° 09' 32" West, a distance of 92.56 feet, to a point;

North 82° 14' 11" West, a distance of 241.77 feet, to a point;

North 04° 49' 39" West, a distance of 137.06 feet, to a point;

North 33° 00' 23" West, a distance of 189.54 feet, to a point;

North 28° 20' 59" West, a distance of 59.17 feet, to a point;

North 49° 19' 25" West, a distance of 68.43 feet, to a point;

North 21° 22' 13" West, a distance of 90.73 feet, to a point in the southerly line of the 25 acre tract conveyed to Albert A. Strauss by deed of record in Deed Book 2087, Page 525;

Thence South 85° 35' 23" East, a distance of 650.77 feet, with the line common to said 79.065 and 25 acre tracts, to a point in the westerly line of said 35.000 acre tract, and said Franklin/Licking County line;

Thence South 03° 41' 47" West, a distance of 829.73 feet, with the line common to said 79.065 and 35.000 acre tracts, said Franklin/Licking County line, to the POINT OF BEGINNING, containing 6.444 acres, more or less.

STATE OF OHIO
HEATHER L. KING
3-8307
REGISTERED
PROFESSIONAL SURVEYOR
EVANS, MECHWART, HAMBLETON, & TILTON, INC.
Heather L. King
Professional Surveyor No. 8307
9/4/08
Date

HLK/18 Apr 01
6, 444 ac 126176 sq ft

EXHIBIT "A"
Pg 2 of 4

**STREAM SETBACK
0.935 ACRE**

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 4, Township 2, Range 16, United States Military Land, being across that 79.065 acre tract conveyed to The New Albany Company LLC by deed of record in Official Record 12712119, Official Record 21244201, and Instrument Number 199811130289607 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, in an easterly line of said 79.065 acre tract, a southwesterly corner of that 35.000 acre tract conveyed to American Electric Power by deed of record in Instrument Number 200603160007394, being the northerly right-of-way line of Smith's Mill Road (30' width) of record in Plat Book 106, Page 92;

thence North 86° 23' 10" West, with the northerly right-of-way line of said Smith's Mill Road, a distance of 204.61 feet to the TRUE POINT OF BEGINNING;

thence North 86° 23' 10" West, continuing with said northerly right-of-way line, a distance of 474.39 feet to a point;

thence across said 79.065 acre tract, the following courses and distances:

North 10° 18' 27" West, a distance of 17.55 feet to a point;

North 26° 34' 21" East, a distance of 37.91 feet to a point;

South 79° 22' 57" East, a distance of 28.57 feet to a point;

North 78° 40' 28" East, a distance of 128.12 feet to a point;

North 59° 33' 39" East, a distance of 11.67 feet to a point;

South 84° 57' 56" East, a distance of 37.22 feet to a point;

South 33° 11' 50" East, a distance of 11.12 feet to a point;

North 60° 14' 32" East, a distance of 41.23 feet to a point;

North 89° 51' 59" East, a distance of 25.86 feet to a point;

South 69° 14' 10" East, a distance of 64.75 feet to a point;

North 43° 56' 43" East, a distance of 37.79 feet to a point;

South 88° 11' 27" East, a distance of 82.80 feet to a point;

South 42° 04' 45" East, a distance of 40.27 feet to a point; and

South 03° 36' 50" West, a distance of 86.76 feet to the TRUE POINT OF BEGINNING, and containing 0.935 acre of land, more or less.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Heather L. King 9/6/10
Heather L. King
Registered Surveyor No. 8307

**PRESERVATION BASEMENT
1.891 ACRES**

BEGINNING at a northwesterly corner of said 40.940 acre tract, a northeasterly corner of that tract conveyed to Abneromble & Fitch by deed of record in Instrument Number 200612150248879, being the westerly right-of-way line of Smith's Mill Road (90' width) of record in Plat Book 106, Page 92;

thence across said 40.940 acre tract, the following courses and distances:

South 43° 51' 46" West, a distance of 51.22 feet to a point;

North 33° 30' 37" West, a distance of 70.66 feet to a point; and

thence North 03° 44' 59" East, with the easterly line of said Abercrombie & Fitch tract, a distance of 109.35 feet to the POINT OF BEGINNING, and containing 1.891 acres of land, more or less.



Heather L. King
Registered Surveyor No. 8307

FILED 20101631F5MT CORIS_01

EXHIBIT A
PRESERVATION EASEMENT
1.822 ACRES

Situated in the State of Ohio, County of Licking, Village of New Albany, located in Quarter Township 15, Township 15, Range 15, United States Military Lands, being acres tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201010060020027 (all references refer to the records of the Recorder's Office, Licking County, Ohio), and being described as follows:

BECKENING is a northeasterly corner of said 22.579 acre tract, a northeasterly corner of that tract conveyed to James M. Kings by deed of record in Official Record 16, Page 437, being the southerly line of that tract conveyed to Sue Powell and Louis Powell by deed of record in Official Record 561, Page 531;

(thence South 03° 18' 28" West, with the westerly line of said James M. Kings and partly with the westerly line of John F. Neymeyer and Dawn M. Neymeyer by deed of record in Instrument Number 200107120024969, a distance of 256.00 feet to a point;

(thence North 86° 54' 14" West, across said 22.579 acre tract, a distance of 322.00 feet to a point;

(thence North 03° 18' 28" East, containing across said 22.579 acre tract, a distance of 256.00 feet to a point in the southerly line of that tract conveyed to Albert A. Brown by deed of record in Official Record 618, Page 411;

(thence South 86° 54' 14" East, partly with the southerly line of said Albert A. Brown tract and Sue Powell and Louis Powell tract, a distance of 322.00 feet to the POINT OF BEGINNING, and containing 1.822 acres of land, more or less.

EVANS, MICHAELE, HAMBLTON, & TILTON, INC.

[Signature]
12/20/10
Heather L. King
Registered Surveyor No. 8307





EMHIT ASSOCIATES, INC.
2500 N. ALBANY ROAD, SUITE 100
ALBANY, OHIO 44604
PHONE: 419.279.1100
FAX: 419.279.1101

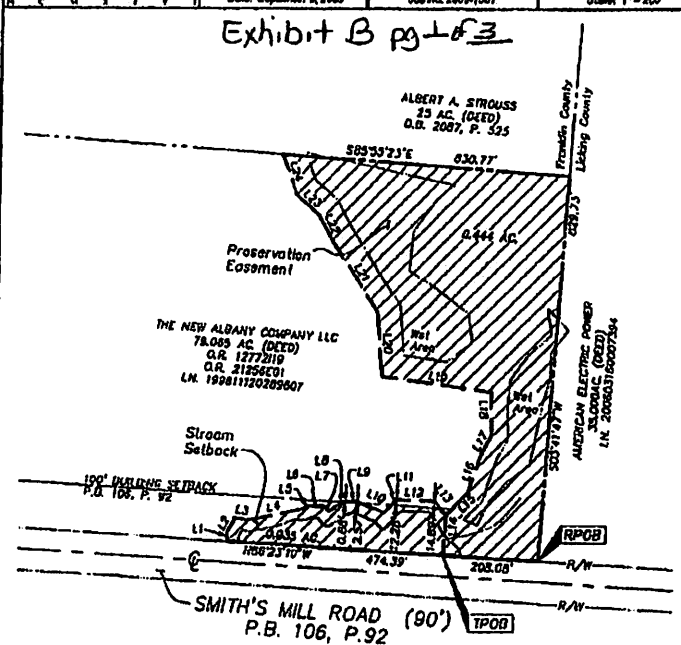
**PRESERVATION EASEMENT & STREAM SETBACK
QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY LANDS
VILLAGE OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO**

Date: September 8, 2003

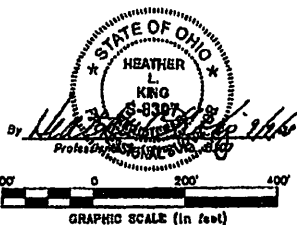
Job No. 2003-1081

Scale: 1" = 200'

Exhibit B pg 1 of 3



LINE	BEARING	DISTANCE
L1	N107°27'W	17.55'
L2	N78°34'21"E	37.91'
L3	S78°22'57"E	28.67'
L4	N78°40'28"E	128.12'
L5	N58°25'37"E	11.87'
L6	S44°37'54"E	37.22'
L7	S34°15'00"E	16.12'
L8	N60°14'34"E	41.23'
L9	N68°31'54"E	23.88'
L10	S88°14'10"E	44.73'
L11	N41°54'44"E	37.79'
L12	S80°11'22"E	82.89'
L13	S42°04'43"E	40.37'
L14	S03°36'50"W	68.78'
L15	N44°50'34"E	63.06'
L16	N18°27'22"E	80.19'
L17	N20°21'40"E	44.87'
L18	N01°08'32"W	22.36'
L19	N07°14'11"W	241.77'
L20	N04°49'39"W	137.08'
L21	N31°02'24"W	169.84'
L22	N00°20'39"W	38.17'
L23	N49°18'23"W	64.53'
L24	N21°22'13"W	90.73'





Survey, Mapping & Construction Services, Inc.
1800 New Albany Road, Columbus, OH 43240
Phone: 614.733.1450 Fax: 614.733.1451
www.emht.com

PRESERVATION EASEMENT

QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 16

UNITED STATES MILITARY LANDS

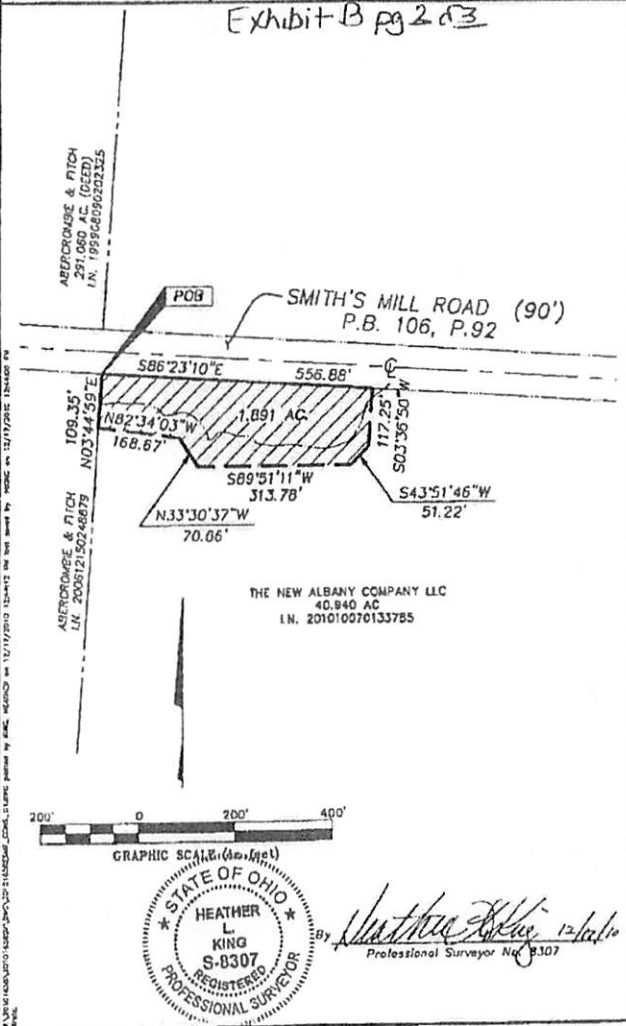
VILLAGE OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: December 17, 2010

Job No. 2010-1658

Scale: 1" = 200'

Exhibit B pg 2 of 3





Survey, Engineering, Mapping & Construction
1980 year survey done. Columbus, OH 43223
Phone 614.771.1777 Fax 614.771.1778
www.emht.com

PRESERVATION EASEMENT
QUARTER TOWNSHIP 18, TOWNSHIP 2, RANGE 18
UNITED STATES MILITARY LANDS
VILLAGE OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date: December 20, 2010 Job No. 2010-1853 Scale: 1" = 200'

Exhibit B pg 2 of 3

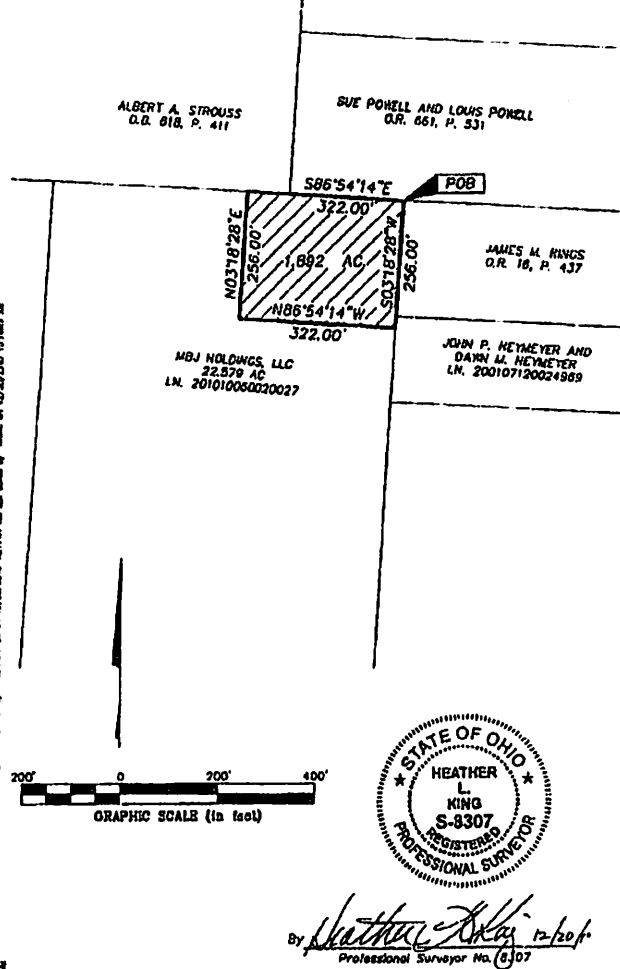


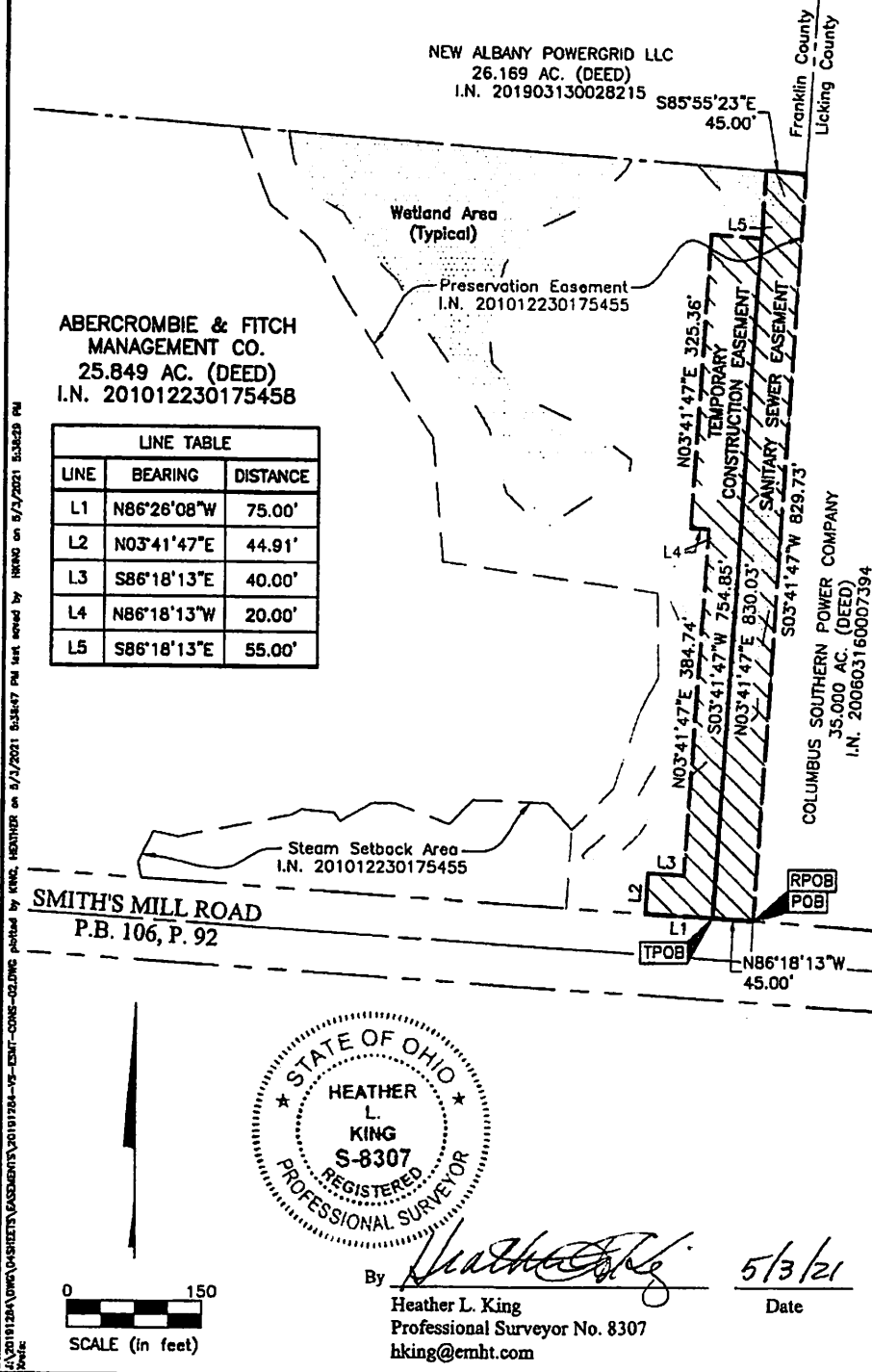
Exhibit B



Evans, Machwal, Hambelton & Tilton, Inc.
Engineers • Surveyors • Planners • Subdividers
5602 New Albany Road, Columbus, OH 43254
Phone: 614.778.4507 Toll Free: 800.773.3446
emht.com

PRESERVATION EASEMENT & STREAM SETBACK
QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 3, 2021 Scale: 1" = 150' Job No: 2019-1284 Sheet No: 1 of 1





ORDINANCE O-29-2021

AN ORDINANCE TO APPROVE THE FINAL PLAT AND ACCEPT RIGHT-OF-WAY DEDICATION AND EASEMENTS FOR GANTON PARKWAY EAST PHASE 2, AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, an application to approve the Final Plat for Ganton Parkway East Phase 2 has been submitted by the City of New Albany; and

WHEREAS, the city will be the recipient (grantee) of the right of way dedication of approximately 3.279 acres; and

WHEREAS, the New Albany Planning Commission, after review in a public meeting on July 19, 2021, recommended approval of the Final Plat; and

WHEREAS, the city engineer certifies that Ganton Parkway East Phase 2 meets all the requirements of Chapter 1187 of the Codified Ordinances, storm water management, design requirements and will meet all other requirements of the city.

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

Section 1: The final plat to create Ganton Parkway East Phase 2 extension is attached to this ordinance as Exhibit A and made a part herein is approved.

Section 2. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 Section 121 of the Ohio Revised Code.

Section 3: Pursuant to Article VI, Section 6.07(B) of the New Albany Charter, this ordinance shall take effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 07/21/2021

Introduced: 08/03/2021

Revised:

Adopted:

Effective:

GANTON PARKWAY EAST PHASE 2 DEDICATION AND EASEMENTS

MBJ HOLDINGS, LLC
51.281 AC. (DEED)
I.N. 201708040016416
P.N. 094-107106-00.000

SIDECAT, LLC
323.145 AC. (DEED)
I.N. 201708310018468
P.N. 094-107100-00.001

PJP HOLDINGS, LLC
24.148 (DEED)
I.N. 202105060013568
P.N.

MBJ HOLDINGS, LLC
51.281 AC. (DEED)
I.N. 201708040016416
P.N. 094-107106-00.000

WYCKENBURY ROAD

BOARD OF COMMISSIONERS OF
LITCHFIELD COUNTY
PARCEL NO. 7-WYCKENBURY
21.601 AC. (DEED)
I.N. 200510280034302

- Line Type Legend
- Existing Property Line
 - Existing R/W Line
 - Existing R/W Contour Line
 - Existing Easement Line
 - Subdivision Boundary Line
 - Lot Line
 - R/W Line
 - R/W Contour Line
 - Easement Line

CURVE DATA				
Curve No.	Delta	Radius	Length	Chord
1	87°30'47"	1251.87'	879.85'	882.36'

Scale 1" = 50'

GRAPHIC SCALE (in feet)



ORDINANCE O-30-2021

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 30.6 +/- ACRES OF LAND GENERALLY LOCATED AT SOUTHWEST AND SOUTHEAST CORNERS OF CENTRAL COLLEGE ROAD AND NEW ALBANY-CONDIT ROAD FOR AN AREA TO BE KNOWN AS THE "NONA ZONING DISTRICT" FROM ITS CURRENT ZONING OF RESIDENTIAL ESTATE DISTRICT (R-1) TO "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT DISTRICT AS REQUESTED BY NONA MASTER DEVELOPMENT LLC

WHEREAS, council has determined that it is necessary to rezone certain property located in the city to promote orderly growth and development of lands; and

WHEREAS, the Rocky Fork-Blacklick Accord, Planning Commission, and council on separate occasions have held public hearings and received public input into the amendment of the zoning ordinance and recommended its approval; and

WHEREAS, The Engage New Albany Strategic Plan identifies this location for a mixed-use hamlet concept that recommends the area introduce walkable retail and commercial uses with residential areas as part of a comprehensive development.

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

Section 1. Council hereby amends the Zoning Ordinance Map of the City of New Albany to change the zoning classification of the following described site:

- A. A 30.6 ± acre area of land located at 6495 Central College Road, 6501 Central College Road, 6527 Central College Road, 6545 Central College Road, 6557 Central College Road, 6571 Central College Road, 6589 Central College Road, 6945 Central College Road, 6944 New Albany Condit Road, 6922 New Albany Condit Road, 6941 New Albany Condit Road, 6939 New Albany Condit Road, 6911 New Albany Condit Road, 6873 New Albany Condit Road, 6857 New Albany Condit Road, 6841 New Albany Condit Road (PIDs: 222-000670, 222-000673, 222-000676, 222-000688, 222-000668, 222-000549, 222-000669, 222-000654, 222-000314, 222-000375, 222-000672, 222-0000671, 222-000686, 222-000664, 222-000685 and 222-000675) for an area to be known as the "NoNA Zoning District" from its current zoning of Residential Estate District (R-1) to Infill-Planned Unit Development (I-PUD).

- B. The zoning district's zoning text and preliminary development plan are hereby attached and marked Exhibit A.

Section 2. 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 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 Section 121 of the Ohio Revised Code.

Section 3. 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 _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 07/26/2021
Introduced: 08/03/2021
Revised:
Adopted:
Effective:

NoNA ZONING DISTRICT

INFILL PLANNED UNIT DEVELOPMENT (I-PUD) TEXT

July 7, 2021

I. GENERAL PURPOSE:

A. The primary purpose of the North New Albany (NoNA) Zoning District (the “Zoning District”) is to implement the general principles and stated objectives of the Engage New Albany 2021 Strategic Plan (the “Strategic Plan”) specifically relating to the creation of a select number of focused pockets of mixed-use development in strategic locations throughout the City that emphasize the preservation and creation of outstanding open spaces, the provision of a wide range of choices for housing, dining and entertainment, and a commitment to high-quality planning and design (a “Hamlet Zoning District”). The Strategic Plan specifically identifies the Zoning District as the location of a Hamlet to be developed according to the Strategic Plan’s vision and to anchor the neighborhoods and business that make up the Strategic Plan’s “Northwest Focus Area”.

B. The Zoning District is intended to energize and foster a highly-amenitized center of gravity for the North New Albany area, create a gateway to the City’s Village Center and International Business Districts, and serve as a model of best-practices of environmentally responsible design and placemaking. The Zoning District will focus on embracing the area’s natural settings, expanding the range of choices available to the City’s residents; and creating places that embody the City’s commitment to community.

C. Specific Purposes:

1. More specifically, the purpose of the Zoning District is to promote development that creates an energized neighborhood center within a walkable, mixed-use environment that will enhance the Northwest Focus Area and promote the City’s image as an exceptional location for high-quality business investment.

2. The Zoning District is further intended to create places that embody the City’s commitment to community through the encouragement of communal interaction, creation of “complete neighborhoods”, and fostering design that embraces placemaking and honors human-scale experience in its format and detailing. In addition, the Zoning District will be designed and maintained to serve as a center of community for current and future City residents.

D. Principles of Walkable Urbanism: To advance the purposes of the Zoning District as described in divisions (A) through (C) of this section, the following principles of “walkable urbanism” will serve as a guiding framework for the design and development of the Zoning

District. Individual principles may not apply in all circumstances but should be used where appropriate to ensure the requirements and standards of the Zoning District are applied in a manner that contributes to the creation of walkable, mixed use environments as envisioned by the Strategic Plan while providing for the creation of a safe and comfortable pedestrian-oriented development desired by the City and consistent with the principles of walkable urbanism.

1. General Principles. The designs of buildings, streets, and open spaces within the Zoning District should contribute to the creation of vibrant streetscapes, community gathering places, and a neighborhood pattern of development, characterized by:

- a. Quality architecture, master planning, and design emphasizing beauty, human comfort, and creating a “sense of place”;
- b. Pedestrian-friendly design that places a high priority on walking and bicycling;
- c. Creation of interesting and convenient destinations within walking distance for visitors as well as ordinary activities of daily living; and
- d. Respect for the natural environment.

2. Streets, Parking and Transit. Streets should be capable of accommodating multiple modes of transportation and should facilitate the creation of a public realm designed primarily for people, characterized by:

- a. Streets and blocks arranged to allow for comfortable walking distances, to disperse traffic and to reduce the length of automobile trips;
- b. A connection to and enhancement of the existing street network;
- c. A recognition of the role of buildings and landscaping that contributes to the physical definition of streets as civic places;
- d. On-street public parking where appropriate; and
- e. Shared parking and other strategies to reduce the size of surface parking lots and enable efficient and creative site design.

3. Commitment to Principles of Master Planning and Holistic Design. The physical form of development in the City affects the quality of the lives of its current and future residents. The principles of master planning and holistic design help to improve and

protect this quality, whereas dogmatic application and strict adherence to traditional land use restrictions in a Hamlet development will lead to a less desirable outcome. While traditional zoning ordinances typically emphasize land use regulation that separates uses, it is the intent in this Zoning District to instead stress high-quality physical form and design through the use of a “master planning” process. This approach recognizes the intrinsic relationship between public areas such as streets and sidewalks with the private realm of homes and buildings and is founded upon collaboration between the developer and the community. Use of a “master planning” review process for the following specific portions of a proposed development as part of an application for Final Development Plan Approval will include:

- a. Overall site planning and associated proposed uses;
- b. Cohesive streetscapes and perimeter landscaping;
- c. Vehicular access and shared parking solution;
- d. Bicycle access and shared parking solution;
- e. Lighting; and
- f. Signage (as needed).

II. ORGANIZATION OF ZONING DISTRICT; GENERALLY APPLICABLE STANDARDS:

A. Location and Subareas: This Zoning District consists of 30.33+/- acres located to the southwest and southeast of the intersection of Central College Road and New Albany-Condit Road (a.k.a. State Route 605). It includes an assemblage of various township-era single family parcels that historically have been under fractured ownership and have been used as owner-occupied/renter-occupied residences but are now owned or controlled by a single business entity, namely the applicant. The development proposal includes 6 subareas:

1. Subarea 1: Subarea 1 consists of 1.8 +/- acres located in the northwestern corner of the Zoning District. It is found to the south of and adjacent to Central College Road. Its western boundary is the corporation line separating New Albany and the City of Columbus. This subarea will accommodate restaurant, retail, service-oriented, office, and similar development.
2. Subarea 2: Subarea 2 consists of 5.4 +/- acres located to the southwest of, and adjacent, to the intersection of Central College Road and New Albany-Condit Road. This subarea will contain multi-family residential uses and related amenities.

3. Subarea 3: Subarea 3 contains 9.1 +/- acres. It is irregularly shaped to include the west-central portion of the Zoning District with an extension eastward to New Albany-Condit Road to encompass Sugar Run Creek. This subarea is intended to be the epicenter of recreational and social activities to serve not only this Zoning District but also residents and visitors from throughout the City. It will contain a mix of unique uses, many of which are not currently found anywhere else in New Albany.

4. Subarea 4: Subarea 4 is found in the east-central portion of the site. Containing 2.8 +/- acres, it will provide for residential uses.

5. Subarea 5: Subarea 5 consists of 6.5 +/- acres and is the southern portion of the Zoning District. This subarea is intended to provide senior living opportunities with a limited mix of supporting uses.

6. Subarea 6: Subarea 6 consists of 5.4 +/- acres and is located to the southeast of and adjacent to the intersection of Central College Road and New Albany-Condit Road. This subarea is to be developed with single family residential and townhomes.

B. Development Standards – General Application: This text is intended to apply development standards and requirements that are particular to this Zoning District. Where it provides standards and/or requirements that conflict with those which are set forth in the Codified Ordinances, the provisions of this text shall govern. Where this text is silent on a particular standard or requirement and the Codified Ordinances address that item or standard, then development and operation of uses in this Zoning District shall comply with the relevant provisions of the Codified Ordinances. Development standards which are particular to each subarea are provided below. In addition, each subarea shall be subject to the generally applicable requirements of Section VIII.

C. Architectural Standards: Buildings that are constructed to accommodate certain uses are not contemplated by the City's Design Guidelines and Requirements (DGRs). In fact, the concept of Hamlets being developed in the City was introduced for the first time in the 2021 update to the Strategic Plan and therefore buildings associated with this development type are not addressed therein. Therefore, this Zoning District is not governed by the DRGs, as the document is silent on the type of development being proposed.

The goal for architectural design of the buildings and structures in this Zoning District is to meet or exceed the community standard while enabling creativity in defined locations to providing distinguishing features for this development. Architecture by its nature is a subjective medium, meaning that the adoption of strict objective standards in all instances may not provide the best means for achieving appropriate design. In recognition of this fact, the standards set forth herein provide guidelines and suggestions for designing buildings in an effort to set expectations for the quality of architecture that will be expected for these structures. On the other hand, these

standards are meant to allow for flexibility to encourage innovative design provided that the spirit and intent of a “Hamlet” as contemplated in the Strategic Plan are met. The following requirements shall apply to architecture within this Zoning District:

1. Design Intent: Buildings and structures within Subareas 1, 2, 4, 5, and 6 shall be designed in a manner that substantially complies with relevant provisions of the DGRs as if they are being applied to the building or structure as a stand-alone project that is not part of a Hamlet. For example, the buildings in Subarea 1 shall apply the standards of Section 6 of the DGRs (Commercial Outside Village Center). Notwithstanding the foregoing, deviations from relevant provisions shall be permitted if (i) they enhance the compatibility or cohesiveness of a particular building or structure with other proposed or existing buildings in the Zoning District, or (ii) they improve the environmental sustainability and reduce the environmental impact of the building or structure while not materially and negatively impacting its aesthetics. Review of architecture shall be required for approval as part of a final development plan.

The City’s Design Guidelines and Requirements (DGRs) shall not apply to Subarea 3. Architectural designs and requirements shall be reviewed as part of one or more final development plans for this subarea, and building shall be constructed in accordance with such approved plans. Given the isolated nature of Subarea 3, the intent is to allow for creative designs for buildings and structure to create a unique sense of place. Thematic, “folly”, and eclectic architectural designs shall be encouraged in Subarea 3 in order to create vibrancy and a sense of a unique place. Proposed architecture for buildings in this subarea will take this into account while not diminishing the quality of architecture as a result. For “Cottages” within this subarea, an applicant need not have the design of each individual unit approved as part of a final development plan, but may present designs for several of them along with written architectural design standards to be applied to other Cottages which may be administratively applied by City staff.

Character images for the architecture that is anticipated for this Zoning District have been provided as part of the preliminary development plan application. Architecture is intended to further the design ideas that are provided in these images.

2. Four-Sided Design: Buildings shall be designed to be seen from 360 degrees, meaning that they shall be four-sided with a consistent level of design on all sides. The palette of exterior finishes and color shall be cohesive and harmonious with the materials on and character on all sides of a building. Building facades which face interior courtyards and are not visible from outside of these courtyards shall not be subject to this requirement. Unfinished rear facades of buildings shall be prohibited.

3. Height: Maximum building heights shall not exceed:

- a. 35 feet in Subareas 1 and 4 (with homes in Subarea 4 required to meet the minimum number of stories as set forth in applicable provisions of the DGRs).
- b. 53 feet in Subarea 2;

- c. 42 feet in Subarea 3;
- d. 55 feet in Subarea 5; and
- e. 45 feet in Subarea 6 (with homes required to meet the minimum number of stories as set forth in applicable provisions of the DGRs).

Architectural elements such as monitors, chimneys, and cupolas may exceed the height limitations of this text as permitted by the Codified Ordinances.

4. **Roofs:** Roofs may be sloped or flat. Flat roofs shall incorporate detailed and decorated cornices in a manner that is consistent with existing examples of details on similar buildings in other areas of the City. Acceptable materials for sloped roofs include dimensional asphalt shingles, natural and synthetic slate, cedar shake, and standing seam metal and may incorporate environmentally sustainable architectural elements (such as but not limited to green roofs).

5. **Screening:** Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent and harmonious with the building's façade and character. Such screening shall be provided in order to screen the equipment from off-site view and to buffer sound generated by such equipment. Complete screening of all ground-mounted mechanical and other equipment at ground level by walls, fencing, or landscaping that is consistent and harmonious with the materials on and character of the nearest primary building shall be required to achieve a minimum 75% opacity screening year round.

6. **Wall Finish Materials:** Brick, brick veneer, and cementitious/composite siding or equivalent, shall be permitted as primary and secondary exterior façade materials as well as for trim and accent elements. Vinyl shall be prohibited, except (a) on building facades interior to a courtyard that is surrounded by building facades on all sides and (b) within Subarea 5, where it shall be permitted only if the Planning Commission determines, as part of a final development plan, that the aesthetics, quality, durability, and ability to maintain a proposed vinyl product will meet or exceed the same characteristics as they are found in cementitious/composite siding. Metal panels, EIFS, wood, and aluminum also shall be permitted as trim or accent elements. Exterior wall finish materials must be used to complete massing elements. The application of brick or brick veneer to a single building façade is prohibited. Tinted glass shall be permitted, while reflective or mirrored glass shall be prohibited. Exposed concrete foundation walls are prohibited.

7. **Fascias:** When applicable, roof fascias shall be proportioned to the scale of the roof element.

8. Gutters and Downspouts: Sloped roofs shall be required to employ gutters and downspouts for drainage. All gutters shall be of a metal type and shall be painted to match fascias.

9. Commercial/Multifamily Exterior Doors: Exterior doors of any structure being primarily used for multifamily apartments or commercial sales and services, shall be made of a heavy gauge metal. This requirement shall not apply to doors whose primary purpose is for the entry or exit of customers and residents.

10. Prefabricated Buildings: Prefabricated metal buildings, untreated masonry block structures, and buildings featuring an exterior finish entirely of glass are prohibited.

11. Operable Doors: The requirement in the DGRs that an operable and active front door is to be provided along a public street shall apply in Subarea 1 along Central College Road only for multi-tenant buildings. Single-tenant buildings in Subarea 1 along Central College Road shall be exempt from this requirement, provided that such buildings have a pedestrian entrance on one or both sides and further provided that the façade of a building facing Central College Road instead shall include an architectural feature or other design element that encourages pedestrian activity and sufficiently addresses the road architecturally. Where buildings in other subareas have frontages on two or more public streets, a primary pedestrian entrance shall be designated. Secondary pedestrian entrances shall appear to be operable but may have their access limited by key card, key pad, or similar means.

12. Architectural Details: Additional architectural details including roof plans; garage door design/colors; dormer details; entablature; and shutter specifications; columns, cornice and pediment details; window specifications; louver details, brick mould profile shall be provided at each final development plan for review by the Planning Commission as applicable. The extensive use of glass shall be encouraged on storefronts.

13. Provisions Specific to Subarea 2: There shall be no maximum building length in Subarea 2. Stairways (other than stoops) within Subarea 2 must be enclosed and shall not be visible from the exterior of a building.

14. Solar Panels: When used, solar panels shall be located where not visible to public streets whenever possible; however, if they need to be located such that they are visible in order to function (i.e., facing south), the panel array shall be arranged in an orderly, designed layout, incorporating required walkways if on the ground, and evenly distributed if on a roof, for a neat appearance. Wiring and components other than the panels shall not be visible.

D. Vehicular and Bicycle Parking. Given the integrated development program for this Zoning District, as part of the review and approval of the first final development plan in the Zoning District the applicant will complete and submit (a) a comprehensive shared vehicular parking master plan for the entire Zoning District (a “Vehicle Parking Plan”) and (b) a comprehensive bicycle parking plan (a “Bicycle Parking Plan”). The Vehicle Parking Plan shall analyze peak commercial, office, and residential uses and recommend the total number of vehicular parking spaces and their locations based on shared parking principles and ratios to provide adequate parking for the Zoning District without “overparking” that would detract from the built environment and provide for unnecessary excess pavement. The Bicycle Parking Plan shall provide for a number of bicycle parking places that is adequate to serve the needs of the Zoning District while being located for their efficient usage, but shall not require bicycle parking on each individual parcel. The Vehicle Parking Plan and the Bicycle Parking Plan that is approved as part of a final development plan shall govern the provision of parking for vehicles and bicycles in this Zoning District unless otherwise approved as part of one or more additional or amended final development plans that are later filed for development within the Zoning District, and in Subarea 2 shall provide the required number of parking spaces as provided later in this text. Notwithstanding the foregoing, specific vehicular parking ratios and requirements for Subarea 2 and Subarea 5 are detailed later in this text and shall be applied to those subareas when preparing and reviewing the Vehicle Parking Plan.

III. SUBAREA 1: The provisions of this Section III shall apply to Subarea 1.

A. Permitted Uses: The permitted uses contained in the Codified Ordinances of the City of New Albany, C-2 General Business (Commercial) District, Section 1147.02, shall be permitted in Subarea 1. Conditional uses contained in Section 1147.03 of the Codified Ordinances shall be allowed in this subarea. Conditional uses shall comply and shall be reviewed in accordance with Chapter 1115 of the Codified Ordinances. Notwithstanding any of the foregoing, the following uses shall be prohibited in Subarea 1:

1. Funeral services.
2. Self-service laundries.
3. Gasoline service stations or retail convenience stores selling gasoline as an ancillary activity.

B. Lot and Setback Commitments:

1. Application of C-2 Development Standards: Except as otherwise expressly set forth in this subsection II.B, the development standards contained in Codified Ordinances Section 1147.04 shall apply to this subarea.

2. Central College Road: There shall be a minimum pavement setback and a minimum building setback of 70 feet as measured from the centerline of Central College

Road. The setback from Central College Road shall be deemed to be the front yard setback in this subarea.

3. Perimeters: The following setbacks shall apply to perimeter boundaries of Subarea 1 which are not contiguous with the public street right-of-way of Central College Road:

a. A minimum pavement setback of 5 feet and a minimum building setback of 10 feet from the western perimeter boundary line.

b. There shall be a zero minimum pavement and building setback from the southern and eastern perimeter boundary lines.

4. Interior Boundaries: Setbacks along all internal property boundaries between adjoining parcels within this subarea shall be zero feet for pavement and for buildings.

5. Lot Coverage: The maximum lot coverage shall be 80%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

C. Access: Vehicular access to and from Subarea 1 shall be provided from (a) one full movement access point on Central College Road that is located along or near the shared perimeter boundary line between Subarea 1 and Subarea 2, and (b) from a public street and public alley network that is generally consistent with that which is illustrated in the accompanying preliminary development plan and as approved in one or more final development plans for the Zoning District.

IV. SUBAREA 2: The provisions of this Section IV shall apply to Subarea 2.

A. Permitted Uses: Permitted uses in this subarea shall include:

1. Multi-family dwelling units.

2. Private community center/clubhouse facilities (with or without an outdoor pool) and other amenities that are customary when serving a multi-family residential

development. Marketing and leasing offices for the multi-family within this subarea shall be permitted to be operated from this structure, as will coffee shops, cafes, fitness centers, community gathering spaces, co-working spaces for offices, and other similar uses in accordance with Section 1127.02(e) (Similar Uses) of the Codified Ordinances.

3. Home occupations, subject to the regulations of Codified Ordinances Section 1165.07.

B. Density, Unit, and Setback Requirements:

1. Number of Units: There shall be a maximum of 280 dwelling units in this subarea.

2. Types of Units: Dwellings shall consist of individual “flat” or “garden” units, meaning that each dwelling unit will be located on a single floor of the building in which it is located, and/or two-story units with flats or gardens above or below them. Units shall be located above a so-called “podium” parking area within the building and/or shall be wrapped around an interior parking area within the building. If parking underneath or within a building is visible from the exterior, then opaque screening shall be required using materials that are consistent with or complimentary to the exterior facades of the building.

3. Size and Configuration: The minimum gross floor area for each dwelling unit shall be 500 square feet. One-, two-, and three-bedroom units will be permitted, provided that no more than 40% of the units will have two bedrooms and no more than 8 units shall three bedrooms.

4. Lot Size: There shall be a minimum lot width of 100 feet and minimum lot area of 10,000 square feet in this subarea.

5. Lot Coverage. The maximum lot coverage shall be 90%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

6. Setbacks. The following setback requirements shall apply to this subarea:

a. Central College Road. There shall be a minimum pavement setback and a minimum building setback of 70 feet from the centerline of Central College Road.

b. New Albany-Condit Road. There shall be a minimum pavement setback and a minimum building setback of 70 feet from the centerline of New Albany-Condit Road as it exists on the date that this text becomes legally effective.

c. Southern Perimeter Boundary. There shall be a zero minimum pavement and building setback from the right-of-way of the new public street that is to be constructed along or near the southern perimeter boundary line of this subarea.

d. Western Perimeter Boundary. There shall be a zero minimum pavement and building setback from the western boundary line of this subarea.

e. Minimum Separation. The minimum separation between buildings shall be 10 feet

C. Access and Parking:

1. Vehicular Access: Vehicular access to and from Subarea 2 shall be provided using a combination of a public street and a public alley system within the subarea and the Zoning District. Vehicular access shall be provided from a full-service access point on Central College Road along or near the shared boundary line of this subarea with Central College Road. An east-west public street will be provided within or along the southern boundary of Subarea 2. This street shall have a minimum right-of-way width of 60 feet and a pavement width of 24 feet, measured from face-of-curb to face-of-curb and shall have full movement access at New Albany-Condit Road.

2. Off-Street Parking: Parking shall be provided within the interior of multi-family buildings at the minimum rate of 1.05 spaces per studio dwelling unit, 1.16 spaces per one-bedroom unit, 1.64 spaces per two-bedroom unit, and 1.89 spaces per three-bedroom unit. An exterior parking area shall be located near the permitted private community center/clubhouse with spaces to be provided at the minimum rate of 1 space per 1,000 square feet contained within the community center/clubhouse. This exterior parking area may be used for overflow parking from other uses or from events in this Zoning District, and visitor parking, drop-offs, deliveries, potential lessees, ride sharing, and food pickups. Direct vehicular access to and from interior and exterior parking areas shall be prohibited from Central College Road and New Albany-Condit Road.

3. On-Street Parking: On-street parking shall be permitted on at least one side of the public street that is near or along the southern boundary of this subarea.

4. Public Sidewalks: A public sidewalk shall be located within the right-of-way on both sides of the public street that is near or along the southern boundary of this

subarea. Sidewalks shall be a minimum of 5 feet in width and shall be constructed of concrete.

D. Landscaping:

1. Street Trees: Street trees shall be required on both sides of public streets and public alleys. Trees shall be a minimum of 3 inches in caliper at installation and shall be spaced as required by applicable provisions of the Codified Ordinances. This requirement may be waived in areas where existing vegetation occurs, subject to the approval of the city landscape architect. Notwithstanding the foregoing, tree spacing may deviate from this requirement if necessary or appropriate to provide a desirable streetscape, as approved as part of a final development plan. Trees shall not obstruct sight distance or signage. Street tree and signage locations shall be shown on the final development plan for review and approval.

2. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for landscaping along Central College Road and New Albany-Condit Road. It also shall include locations for public and private sidewalks. Public street and alley landscaping shall be coordinated and consistent throughout the Zoning District.

V. SUBAREA 3: The provisions of this Section V shall apply to Subarea 3.

A. Intent: Subarea 3 is intended to be the core of this Zoning District which is an amenity for the Hamlet and an attraction for the larger New Albany community. Using the Sugar Run Creek as the Zoning District's backbone, the goal will be to capitalize on its prominence by creating associated green space, leisure trails, and recreational, entertainment, and social opportunities. It will accommodate a variety of unique and inventive uses.

B. Permitted Uses: Permitted uses in this subarea shall include:

1. Parks/Open Space: Parks, open space, dog parks, public restrooms, and customary amenities and activities related thereto.

2. Recreation: Athletic fields, athletic courts, playgrounds, and similar uses.

3. Parking: Parking for uses within this subarea and for overflow from other subareas.

4. “Food Trucks”, defined to mean “licensed and operable motor vehicles or trailers with a kitchen where food is prepared for purchase by walk-up customers.”

5. “Food Huts”, defined to mean “a restaurant with limited seating capacity located in a small space relative to traditional restaurants and which derives most of its sales from carryout orders”.

6. “Seasonal Dining Spaces”, defined to mean “dining and/or beverage consumption spaces located outside of a permanent structure which provide for outdoor seating opportunities during times of cold or otherwise inclement weather using inflatable bubbles or other means of shelter or separation and which utilize portable heating devices, as necessary.”

7. “Office/Co-Working spaces”, defined to mean “shared workspaces providing an office-like environment for multiple businesses and/or individuals to operate and work, for rent on a short-term but renewable basis.”

8. “Cottages”, meaning “homes that are 850 square feet or less in size, detached from other structures. Cottages may be rented as VRBO, Airbnb, or in similar manners.”

9. “Outdoor entertainment stages” shall mean stages that are covered or uncovered but not completely enclosed and from which concerts, theatre productions, and other artistic performances are given.

10. Restaurants, with or without outdoor dining spaces. Drive-thrus are prohibited. For purposes of this subsection, a “drive-thru” shall be defined to mean one or more dedicated lanes from which food orders are placed and picked up. Temporary outdoor food concessions or providers shall be included within this definition.

11. “Ghost Kitchens”, defined to mean “professional food preparation and cooking facilities set up for the preparation of delivery-only meals. Delivery may be made to visitors of uses, places, or events within Subarea 3 or to locations elsewhere within and/or outside of the Zoning District.” A Ghost Kitchen need not be for a single restaurant and may contain kitchen space and facilities for more than one restaurant brand. It also may be permitted to be operated as part of or in conjunction with other permitted restaurants or permitted food concepts.

12. Special event venues such as, but not limited to, wedding venues, banquet facilities, and gathering venues for special occasions.

13. “Markets”, defined to mean “farmers markets, artisan and artist markets, craft markets, flea markets, antique markets, and similar markets. These permitted uses may be located indoors or outdoors. Markets may include Food Trucks and other temporary outdoor food preparation concessions or providers.”

14. Artisan and artist creative spaces and galleries.

15. Nano-breweries/pubs and beer gardens.

16. Multi-family dwelling units located within a building and above a first floor which contains one or more other permitted uses.

17. Retail sales, no greater than 2,500 square feet per tenant space.

C. Density: The following maximum densities shall apply to this subarea:

1. Residential. There shall be a maximum of 25 total residential units in this subarea.

2. Outdoor Entertainment Stages. A maximum of two permanent Outdoor Entertainment Stages shall be permitted.

D. Operational Requirements and Limitations: Given the unique nature of certain permitted uses in this subarea, certain operational requirements and limitations are being provided in order to ensure their appropriate operations:

1. Recreational Uses: Athletic fields, athletic courts, playgrounds, and similar uses may be lighted, provided that such lighting is turned off by 10:00 P.M.

2. Outdoor Entertainment Stages: Performances from Outdoor Entertainment Stages shall not begin before 9:00 A.M. and shall be completed by no later than 10:00 P.M., except that on Memorial Day, Independence Day, and Labor Day (and their associated weekends) performances shall be completed by 11:00 P.M.

3. Outdoor Markets: Outdoor Markets shall be permitted to be operated for no more than 96 hours in a row and shall be permitted to be operational only between 9:00 A.M. and 10:00 P.M. Permanently located restaurants and other food service providers shall be exempt from this provision.

4. Food Trucks:

a. Power Source: Food Trucks shall be powered using a permanent electric source provided within the Zoning District. Outdoor generators shall not be permitted to be used to power Food Trucks.

b. Signs: Signage shall be permitted on the exteriors of Food Trucks without a permit being necessary if (a) it is painted on or permanently affixed to the Food Truck, (b) it consists of a menu or advertisement meant to provide information to on-site customers, or (c) is of a an “A frame” or sandwich board type. In addition, other signage parameters and requirements for Food Trucks may be approved as part of a master sign plan.

c. Trash Receptacles: At least one trash can/receptacle shall be provided near each food truck in a location that is not visible from adjacent public streets. No liquid waste or grease shall be disposed into sanitary sewers or storm drains.

E. Lot Requirements:

1. Lots/Parcels: Multiple buildings and structures containing any mixture of permitted uses in this subarea may be located on a single lot or parcel, provided that the buildings and structures are under common ownership.

2. Dimensions: There shall be a minimum parcel width or depth requirements in this subarea. of 15 feet.

3. Street Frontage: At least one parcel in this subarea shall be required to have frontage on the east-west public street that is planned to be constructed in Subarea 2 and/or Subarea 4 and which will connect to New Albany-Condit Road. Other parcels in this subarea which do not have frontage on that street shall be permitted only if an easement agreement is recorded which provides the parcel with perpetual rights of access to and from the public street and public alley system within this Zoning District and that allows for direct or indirect vehicular and pedestrian access to Central College Road and/or New Albany-Condit Road. Such an easement agreement shall be required to be recorded with the Office of the Recorder of Franklin County, Ohio. A parcel within this subarea that is dedicated to the City as parkland may have its street frontage on New Albany-Condit Road even if vehicular access to and from the park is not provided from that street.

4. Lot Coverage. The maximum lot coverage across the subarea shall be 35% in the aggregate for this subarea. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage

within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

F. Minimum Setbacks:

1. New Albany-Condit Road: There shall be a minimum pavement and building setback of 70 feet from the centerline of New Albany-Condit Road.

2. Stream Corridor Protection Zone: A “Stream Corridor Protection Zone” shall be provided along Sugar Run Creek for a minimum width of 100 feet, provided that a minimum of 25 feet shall be provided to each side of the centerline of the creek. The amount of the Stream Corridor Protection Zone that is located on either side of the creek may vary, provided that the foregoing minimums are met. Within the Stream Corridor Protection Zone, buildings and structures shall be prohibited. Pavement shall be prohibited within the Stream Corridor Protection Zone except for leisure paths. Benches, trash receptacles, and pet waste stations shall be permitted within the Stream Corridor Protection Zone in locations which are approved as part of a final development plan. At the time of final development plan review for Subarea 3, the applicant shall provide a detailed plan concerning the locations of grassed lawns within the Stream Corridor Protection Zone which will be mowed and the general frequency proposed for such mowing, it being the intent that mowing will be minimized and natural growth of grass and native plant species shall be prioritized.

3. Perimeter Boundaries: There shall be a zero minimum pavement and minimum building setback from all perimeter boundary lines of this subarea which are located outside of the Stream Corridor Protection Zone and which are not contiguous with a public right-of-way.

4. Interior Parcel Lines: There shall be a zero pavement and building setback from all interior parcel lines within this subarea, provided that all applicable building code requirements are met.

G. Access: Vehicular access to and from Subarea 3 shall be provided from an east-west public street which will be provided along or near the shared boundary line between Subarea 2 and Subarea 4, as well as an east-west public street which will be provided along or near the shared boundary lines between Subarea 3 and Subareas 1 and 2.

H. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for screening, buffering, and/or landscaping along New Albany-Condit Road. It also shall include locations for public and private sidewalks.

The landscaping plan for the Trailhead Park may be submitted for review and approval separately from the landscaping plan for the balance of this subarea.

VI. SUBAREA 4: The provisions of this Section VI shall apply to Subarea 4.

A. Permitted Uses: Permitted uses in this subarea shall be as follows:

1. Single-family attached residences in buildings containing at least two and no more than five dwelling units within a building. Units may be owner-occupied or for rent.

2. One model home or leasing office shall be permitted in this subarea subject to the review and approval of the Planning Commission in accordance with Section 1133.04(d) of the Codified Ordinances of the City of New Albany. Notwithstanding anything to the contrary in the City's Codified Ordinances, upon approval of a final plat by the City the developer may commence construction of the building containing the model home or leasing office. Construction of the model home may occur in advance of, or in conjunction with, installation of public infrastructure for the subdivision. No occupancy or use of the model home shall be permitted until all relevant public infrastructure improvements serving the home are acted by the City.

3. Home occupations, subject to the regulations of Codified Ordinances Section 1165.09.

B. Number and Types of Units: There shall be a maximum of 25 dwelling units in this subarea.

C. Lot Requirements:

1. Individual Lots: Each dwelling unit that is owner-occupied shall be located on its own parcel.

2. Dimensions: For owner-occupied units, there shall be a minimum parcel width of 25 feet at the building line and a minimum parcel depth of 45 feet. For buildings containing rental units, there shall be a minimum parcel width at the building line of 100 feet and a minimum parcel depth of 45 feet.

3. Street Frontage: All parcels shall have access to a public alley which connects to a public street.

4. Lot Coverage: The maximum lot coverage shall be 70%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this

subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

D. Minimum Setbacks:

1. New Albany-Condit Road: There shall be a minimum building setback of 70 feet from the centerline of State Route 605/New Albany-Condit Road as it exists on the date that this text becomes legally effective.

2. New Public Street: There shall be a minimum building setback of 10 feet from the right-of-way of the new public street that is to be constructed along or near the northern boundary line of this subarea.

3. Other Perimeter Boundaries: From perimeter boundary lines of this subarea which are not adjacent to a public right-of-way, the minimum building setback shall be 10 feet.

4. Front Yards: Except as otherwise required in the preceding subsections of this text, the minimum front yard setback shall be 5 feet from the edge of public alley pavement for each dwelling unit.

5. Side Yards: There shall be a zero-setback requirement between attached units and their shared lot lines, where applicable. End units on buildings shall be located no less than 5 feet from the side parcel line.

6. Rear Yards: The minimum rear yard setback for each dwelling unit shall be 5 feet.

7. Encroachments – Front and Rear Yards: Stoops, steps, and covered porches shall be permitted to encroach a maximum of 4 feet within the minimum front yard setback. They shall not be permitted to encroach within easements. Decks, patios, and screened porches may encroach a maximum of 4 feet into the minimum rear yard setback.

E. Access and Parking:

1. Vehicular Access: A public street generally running east-west will be provided within or along the northern boundary of Subarea 4 and will have a full movement access point at New Albany-Condit Road. Vehicular access to and from Subarea 4 shall be provided using this new public street. This street shall have a minimum right-of-way width of 60 feet and a pavement width of 24 feet, measured from face-of-curb to face-of-curb. A public alley shall extend into the subarea from the east-west public street and shall have a pavement width of 24 feet, measured from face-of-curb to face-of-curb.

2. Off-Street Parking: All homes shall have a minimum one car garage and shall be required to have a minimum of one off-street parking spaces on their driveways.

3. On-Street Parking: On-street parking shall be permitted on public streets within this Zoning District in accordance with the City's Codified Ordinances.

4. Public Sidewalks: A public sidewalk shall be located within the right-of-way on both sides of public streets. Sidewalks shall be minimum 5 feet in width and shall be constructed of concrete.

F. Landscaping:

1. Street Trees: Street trees shall be required on both sides of public streets. Trees shall be a minimum of 3 inches in caliper at installation and shall be spaced as required by applicable provisions of the Codified Ordinances, except that along New Albany-Condit Road trees may be grouped, provided the quantity is equivalent to the Code-required number of trees. This requirement may be waived in areas where existing vegetation occurs, subject to approval of the city landscape architect. Notwithstanding the foregoing, tree spacing on public streets may deviate from this spacing requirement if necessary or appropriate to provide a desirable streetscape, as approved as part of a final development plan. Trees shall not obstruct sight distance or signage. Street tree and signage locations shall be shown on the final development plan for review and approval.

2. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for screening, buffering, and/or landscaping along New Albany-Condit Road.

G. Porches: Front porches are encouraged on all homes. Screened porches are permitted on the rears of homes but shall not be permitted on the front or side. Detailing shall be traditional wood in appearance with a break in screening at rail height. All screened porch trim shall be painted or stained. Roof lines of screened porches shall conform to the architectural style of the home and blend into the massing of the home.

H. Garages:

1. Garages shall be attached and may front on a public alley. Each home shall provide a 1-car garage.

2. Individual bay doors or double wide garage doors that have the appearance of individual bay doors when closed shall be required. Notwithstanding the foregoing, individual bay doors shall be required on all garages which face the public street along the northern boundary of this subarea or New Albany-Condit Road. All garage doors shall contain decorative features and shall be of a color and style that is consistent with

architecture of the home. The exterior color palates for each home shall be selected and designed in a manner which de-emphasizes the location and placement of the garage door. Garage doors that are white in color shall only be used in the circumstance when white is the primary exterior color of the individual home. All garage doors shall be solid paneled but may have windows provided that the interior of the garage cannot be viewed at a height of 6 feet when standing in the middle of the public street found in front of the garage. No glazing shall be permitted on garage doors unless they are consistent with the architectural theme.

3. Garage doors (Pedestrian): All pedestrian garage doors shall be solid paneled.

I. Miscellaneous Standards:

1. Graphics and Signage Commitments: This subarea shall utilize standard City of New Albany street regulatory signage. Entry feature signage at the public street entry into Subarea 4 shall be permitted with a design that is approved by the Planning Commission as part of a final development plan for this subarea. Other signage may be used subject to approval by the Planning Commission.

2. Swimming Pools/Spas: Swimming pools shall be prohibited in this subarea. Spas shall be permitted in the rear yard but must be completely screened from adjoining properties. Spas shall be flush with the top of surrounding paving or similar surfaces. Spas that are completely or partially flush with the top of surrounding paving or similar surfaces shall be enclosed by a wall or fence constructed so as to prevent uncontrolled access. Such wall or fence shall be of such design and construction as to effectively prevent a child from crawling or otherwise passing through or under such fence or barrier. Such wall or fence shall not be less than forty-eight (48) inches in height, maintained in good condition by the property owner, and affixed with an operable gate and lock.

3. Storage:

a. Storage Sheds: Storage sheds shall be prohibited.

b. Equipment Storage: Storage of all maintenance equipment shall be within garages or otherwise screened from off-site view. Such items should not be visible from streets, common open spaces, or adjacent lots or developments.

c. Vehicle Storage: All campers, off-road vehicles (i.e. box trucks), and boats, must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

4. Mailboxes: Due to recently enacted federal postal rules and regulations, individual mailboxes are no longer permitted to be located to the front of each home. Instead, cluster mailbox units shall be utilized at a single location. This location and the

design of the cluster mailbox units shall be reviewed and approved as part of a final development plan for this subarea.

5. Garbage Cans: All garbage cans and other waste containers shall be kept in garages or within approved screened areas that meet the requirements of Codified Ordinances Section 1171.05.

VII. SUBAREA 5: The provisions of this Section VII shall apply to Subarea 5.

A. Permitted Uses: Permitted uses in this subarea include the following:

1. Senior Living Uses: “Senior Living Uses” shall be defined to mean the development and operation of Assisted Living Facilities, Memory Care Facilities and Skilled Nursing Facilities, either individually or in some combination thereof, as well as any Independent Living Facility that is a component of a senior living community that includes an Assisted Living Facility. For purposes of this text, certain terms shall have the meanings provided below:

a. “Assisted Living Facilities” shall be defined to mean “facilities providing living accommodations for senior citizens, the elderly, and/or individuals with disabilities residing in individual units within a building that includes multiple living units and also provides assistance from on-site staff with respect to some activities of daily living such as, but not limited to, hygiene, dressing, provision of meals, dispensing and administration of medication, and mobility assistance.” Individual living units in such facilities may provide a living room, a kitchen, and one or more studio or self-contained bedrooms. These facilities may provide for common dining areas and meal preparation by on-site staff.

b. “Memory Care Facilities” shall be defined to mean “facilities providing for care of individuals living on-site who suffer from dementia or similar memory impairment conditions.” These facilities may include on-site nursing staff, physicians and caregivers. These types of facilities may have special security measures in place for the protection and safety of residents. Memory Care Facilities will have some elements which are similar to Assisted Living Facilities but are distinguished from them based on the nature of residents’ health and the elevated level of care that is necessary to be provided.

c. “Skilled Nursing Facilities” shall be defined to mean “facilities in a more institutional setting than Assisted Living or Independent Living Facilities, which require government-issued licenses in order to operate, and that customarily provide high and skilled levels of care due to residents’ complex medical problems, restrictions on mobility, and infirmities.” In these facilities, many residents

generally require assistance with movement from one place to another, bathing, and other basic activities of daily living.

d. “Independent Living Facilities” shall be defined to mean “attached or detached residential units for senior residents aged 55 and over who largely have the ability to take care of their own basic needs.” These facilities have residents who are generally more active than in other senior living environments.

2. Senior Living Supporting Uses: Any uses ancillary to the operation of any Senior Living Use (“Senior Living Supporting Uses”) shall be permitted in association with the operation of a permitted Senior Living Use, provided that such uses are intended primarily for usage by residents and their families and guests and shall not be marketed (but will be open) to the general public. Examples of Senior Living Supporting Uses include, but are not limited to:

- a. Retail stores primarily engaged in selling merchandise for personal or household consumption;
- b. Cafes and restaurants with no drive-throughs;
- c. Coffee shops;
- d. Beauty salons, barber shops, nail salons, and spas;
- e. Pools
- f. Theaters;
- g. Fitness centers;
- h. Gymnasiums;
- i. Areas of worship; and
- j. Medical service facilities.

3. Offices: Administrative, business, professional, and medical offices as provided in Codified Ordinances Section 1143.02(a), (b), and (c); and

B. Conditional Uses: Daycares and preschools shall be conditional uses in this subarea, provided that the conditional uses comply with and are reviewed in accordance with Chapter 1115 of the Codified Ordinances:

C. Site Design Intent: The preliminary development plan for this subarea is intended to illustrate one site plan that conforms to the requirements of this zoning text. The final development plan for this subarea may differ from the preliminary development plan. Such differences shall be deemed to be permissible provided that the final development plan meets the requirements of this zoning text, subject to any variances that are approved by the Planning Commission as part of a final development plan.

D. Lot and Setback Commitments:

1. Lot Coverage: The maximum lot coverage shall be 70%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

2. Setbacks:

a. New Albany-Condit Road: There shall be a minimum pavement setback of zero feet, a minimum primary building setback of 25 feet, and a minimum ancillary structure setback of 10 feet from the right-of-way of State Route 605/New Albany-Condit Road.

b. Western Perimeter Boundary: There shall be a minimum pavement setback of 10 feet and a minimum building setback of 20 feet from the western perimeter boundary of this subarea.

c. Northern Perimeter Boundary: There shall be a zero minimum pavement and building setback from the northern perimeter boundary of this subarea.

d. Southern Perimeter Boundary: As later contemplated herein, a public street will be constructed running east-west and generally parallel to the southern boundary line of this subarea. No buildings or pavement shall be permitted to be located between this new street and the southern boundary line of this subarea. There shall be a minimum pavement setback of zero feet and a minimum building setback of 10 feet from this street.

f. Interior Parcel Lines: There shall be a zero minimum setback required for buildings and pavement from interior parcel lines within this subarea.

E. Access: Vehicular access to and from Subarea 5 shall be provided from one full movement access point on New Albany-Condit Road which shall generally align with the existing access point for the public street known as Snider Loop which is located on the east side of New Albany-Condit Road. The final design and geometry of the new full movement vehicular access

point shall be subject to City staff review and approval in order to ensure that proper turn movement are achieved. A new public street will be constructed running east-west along the southern boundary of this subarea. It shall be constructed so that it is open for use prior to the issuance of the first temporary or permanent certificate of occupancy that is issued for a building in this subarea. The new public street shall have a minimum of 60 feet of right-of-way and a minimum of 24 feet of pavement measured face-of-curb to face-of-curb. It will be stubbed to the western boundary line of this subarea. A public sidewalk shall be provided along the north side of the new public street. This sidewalk shall be 5 feet in width and shall be constructed of concrete. If and when the street, as described in this section, is extended to New Albany Road East, a 5-foot public sidewalk or 8-foot-wide leisure trail must be installed along the south side of the street by NoNA developer or property owner of subarea 5

VIII. SUBAREA 6: The provisions of this Section VIII shall apply to Subarea 6.

A. Permitted Uses: Permitted uses in this zoning district shall be as follows:

1. Single-family attached residences within buildings containing at least two and no more than five dwelling units within a building. Units may be owner-occupied or for rent.
2. Single-family detached residences on reduced lots.
3. One model home per residential product type permitted in this subarea or leasing office shall be permitted in this subarea subject to the review and approval of the Planning Commission in accordance with Section 1133.04(d) of the Codified Ordinances of the City of New Albany. Notwithstanding anything to the contrary in the City's Codified Ordinances, upon approval of a final plat by the City the developer may commence construction of building containing the model home or leasing office. Construction of the model home may occur in advance of, or in conjunction with, installation of public infrastructure for the subdivision. No occupancy or use of the model home shall be permitted until all relevant public infrastructure improvements serving the home are acted by the City.
4. Home occupations, subject to the regulations of Codified Ordinances Section 1165.09.

B. Number of Units: There shall be a maximum of 35 dwelling units in this subarea.

C. Lot Requirements:

1. Individual Lots: Each dwelling unit that is owner-occupied shall be located on its own parcel. An individual building shall contain only owner-occupied dwelling units or rental units, but not both.

2. Dimensions: There shall be a minimum parcel width of 18 feet at the building line. Each parcel shall have a minimum depth of 40 feet.

3. Primary Street Frontage: No homes shall be permitted to back onto New Albany-Condit Road or Central College Road. Homes shall be served by a public alley system for vehicular traffic that provides access to the garage in the rear of a home.

4. Lot Coverage. The maximum lot coverage shall be 70%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

D. Minimum Setbacks:

1. New Albany-Condit Road: There shall be a minimum building setback of 70 feet from the centerline of State Route 605/New Albany-Condit Road as it exists on the date that this text becomes legally effective.

2. Central College Road: There shall be a minimum building setback of 70 feet from the centerline of Central College Road as it exists on the date that this text becomes legally effective.

3. Eastern Perimeter Boundary: There shall be a minimum building setback of 10 feet from the eastern perimeter boundary line of this subarea.

4. Side Yards: There shall be a zero-setback requirement between attached units and their shared lot lines, where applicable. End units on buildings shall be located no less than 5 feet from the side parcel line.

5. Rear Yards: The minimum rear yard setback for each dwelling unit shall be 18 feet to the edge of alley pavement.

6. Stream Corridor Protection Zone: A “Stream Corridor Protection Zone” shall be provided along Sugar Run Creek for a minimum width of 100 feet, provided that a minimum of 25 feet shall be provided to each side of the centerline of the creek. The amount of the Stream Corridor Protection Zone that is located on either side of the creek may vary, provided that the foregoing minimums are met. Within the Stream Corridor Protection Zone, buildings and structures shall be prohibited. Pavement shall be prohibited

within the Stream Corridor Protection Zone except for leisure paths. Benches, trash receptables, and pet waste stations shall be permitted within the Stream Corridor Protection Zone in locations which are approved as part of a final development plan. At the time of final development plan review for Subarea 6, the applicant shall provide a detailed plan concerning the locations of grassed lawns within the Stream Corridor Protection Zone which will be mowed and the general frequency proposed for such mowing, it being the intent that mowing will be minimized and natural growth of grass and native plant species shall be prioritized.

E. Access and Parking:

1. Vehicular Access: Vehicular access to and from Subarea 6 shall be provided using a public alley system with full turn movement access to and from New Albany-Condit Road. The access point at New Albany-Condit Road shall align with the proposed new public street that is planned in this Zoning District extending from the west side of New Albany-Condit Road. No vehicular access to and from Subarea 6 shall be provided along Central College Road. Public alleys shall have a minimum pavement width of 18 feet and a minimum right-of-way of 20 feet.

2. Off-Street Parking: All homes shall have a minimum one-car garage.

3. On-Street Parking: On-street parking shall be permitted on public streets within this zoning district in accordance with the City's Codified Ordinances.

4. Public Sidewalks: A public sidewalk shall be located on both sides of alleys. Sidewalks shall be minimum 5 feet in width and shall be constructed of concrete.

F. Landscaping:

1. Street Trees: Street trees shall be required on both sides of public streets. Trees shall be a minimum of 3 inches in caliper at installation and shall be spaced as required by applicable provisions of the Codified Ordinances, except that along New Albany-Condit Road trees may be grouped, provided the quantity is equivalent to the Cde-required number of trees. This requirement may be waived in areas where existing vegetation occurs, subject to approval of the city landscape architect. Notwithstanding the foregoing, tree spacing on public streets may deviate from this spacing requirement if necessary or appropriate to provide a desirable streetscape, as approved as part of a final development plan. Trees shall not obstruct sight distance or signage, subject to staff approval. Street tree and signage locations shall be shown on the final development plan for review and approval.

2. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for screening, buffering, and/or landscaping along New Albany-Condit Road. In addition, it shall provide for a mound to be located near the eastern boundary of Subarea 6 which is shared with Franklin County Parcel Number 222-003916. Such mound shall be a minimum of 4 feet in height and shall include evergreen and deciduous trees and shrub plantings to provide additional screening and buffering. The slope of the mound shall be determined as part of the review and approval of the final development plan.

G. Porches: Front porches are encouraged on all homes. Screened porches are permitted on the rears of homes but shall not be permitted on the front or side. Detailing shall be traditional wood in appearance with a break in screening at rail height. All screened porch trim shall be painted or stained. Roof lines of screened porches shall conform to the architectural style of the home and blend into the massing of the home.

H. Garages:

1. Garages shall be attached and may front on a public alley. Each home shall provide a minimum 1-car garage.

2. Garage doors (Vehicular): Individual bay doors or double wide garage doors that have the appearance of individual bay doors when closed shall be required. Notwithstanding the foregoing, individual bay doors shall be required on all garages which face the public street along the northern boundary of this subarea or New Albany-Condit Road. All garage doors shall contain decorative features and shall be of a color and style that is consistent with architecture of the home. The exterior color palates for each home shall be selected and designed in a manner which de-emphasizes the location and placement of the garage door. Garage doors that are white in color shall only be used in the circumstance when white is the primary exterior color of the individual home. All garage doors shall be solid paneled but may have windows provided that the interior of the garage cannot be viewed at a height of 6 feet when standing in the middle of the public street found in front of the garage. No glazing shall be permitted on garage doors unless they are consistent with the architectural theme.

3. Garage doors (Pedestrian): All pedestrian garage doors shall be solid paneled.

I. Miscellaneous Standards:

1. Swimming Pools/Spas: Swimming pools shall be prohibited in this subarea. Spas shall be permitted in the rear yard but must be completely screened from adjoining properties. Spas shall be flush with the top of surrounding paving or similar surfaces.

2. Storage:

- a. Storage Sheds: Storage sheds shall be prohibited.
- b. Equipment Storage: Storage of all maintenance equipment shall be within garages or otherwise screened from off-site view. Such items should not be visible from streets, common open spaces, or adjacent lots or developments.
- c. Vehicle Storage: All campers, off-road vehicles (i.e. box trucks), and boats, must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

3. Mailboxes: Due to recently enacted federal postal rules and regulations, individual mailboxes are no longer permitted to be located to the front of each home. Instead, cluster mailbox units shall be utilized at a single location. This location and the design of the cluster mailbox units shall be reviewed and approved as part of a final development plan for this subarea.

4. Garbage Cans: All garbage cans and other waste containers shall be kept in garages or within approved screened areas.

IX. GENERALLY APPLICABLE STANDARDS AND PROCEDURES: The provisions of this Section IX shall apply to the entirety of the Zoning District unless otherwise expressly noted.

A. Parkland and Open Space: Parkland shall be dedicated to the City and maintained privately in perpetuity as determined at FDP from Subarea 3 and from Subarea 6 as generally shown in the preliminary development plan and with final dimensions and configurations which are approved as part of one or more final development plans. The intent of the dedicated parkland is to provide an amenity not only for the residents of the Zoning District but also for the New Albany community as a whole. The applicant will construct a trail and path system within the parkland that can be connected to other properties in the nearby vicinity and will provide valuable additions to the existing pedestrian trail network. The Sugar Run Creek will be enhanced and cleaned to improve its health and sustainability and provide a defining feature for this Zoning District. Where plantings are made within or near the creek, native plant species shall be used. Details of these enhancements and cleaning shall be presented for review as part of a final development plan for each of Subarea 3 and Subarea 6. Other open space areas shall be specifically defined and approved with each final development plan for this Zoning District.

Based on the nature of the proposed uses in this Zoning District and the nature of this development being a “hamlet”, the calculations as provided in the Codified Ordinances yield a result that makes it impossible to physically locate all of the required parkland and open space within the boundaries of this Zoning District. In addition, payment of a fee in lieu of the shortages in parkland or open space in accordance with the requirements and procedures of the Codified Ordinances will be cost prohibitive to the project. Therefore, the parkland and open space that is being shown in the preliminary development plan and which is later approved as part of one or

more final development plans shall be deemed to satisfy parkland and open space requirements for this Zoning District.

B. Traffic Study: A traffic study has been filed along with the rezoning application for this Zoning District. Improvements to the interior and adjacent public street network shall be provided by the developer(s) of this Zoning District as required (and with timing recommended) by a traffic study which has been approved by the City Traffic Engineer.

C. Leisure Trails: An asphalt leisure trail that is 8 feet in width shall be constructed along the Zoning District's frontages on Central College Road and the west side of New Albany-Condit Road in locations which are reviewed and approved as part of a final development plan. The locations and specifications for additional leisure trails shall be reviewed and approved as part of relevant final development plans.

D. Sizes of Plantings: Except as otherwise provided in other sections of this text, the minimum landscaping size at installation shall be 3 inches in caliper for deciduous trees and 6 feet high for evergreen trees.

E. Reciprocal Easements: A declaration of reciprocal easements or a reciprocal easement agreement shall be recorded against the real property within this Zoning District prior to the issuance of the first building permit in order to provide for perpetual vehicular and pedestrian cross access, cross utility, cross parking, and other easements which are necessary or desirable for the efficient development of the Zoning District. Maintenance of private drives and private sidewalks internal to this Zoning District shall be the responsibility of a forced and funded property owners' association which is created for this purpose or by individual property owners. A copy of the relevant recorded instrument as contemplated by this paragraph shall be submitted to the City along with the first application for a building permit in this Zoning District.

F. Dedications of Rights-of-Way:

1. State Route 605/New Albany-Condit Road ROW: Prior to the issuance of the first building permit for any structure to be built in this Zoning District, the relevant property owners shall dedicate right-of-way to the City for a distance that extends 40 feet from the centerline of State Route 605/New Albany-Condit Road. Additional right-of-way shall be dedicated to City if determined to be necessary by the City's traffic engineer to provide for intersection improvements based their review of a traffic impact study to be completed by the property owner/developer as part of the City's traffic engineer's review and approval of the property owner/developer's final development plan application for the Project.

2. Central College Road: Prior to the issuance of the first building permit for any structure to be built in this Zoning District, relevant property owners shall dedicate right-of-way to the City for a distance that extends 50 feet from the centerline of Central College Road.

3. Subarea 4 and 6: The streets and alleys contemplated on the preliminary development plan within subareas 4 and 6 shall be publicly dedicated. Right-of-way and easements shall be determined as part of the review and approval of the first final development plan for each subarea.

G. Phasing of Improvements: The phasing of the development of this Zoning District is dependent upon market conditions. Each phase shall include an appropriate share of the proposed streets and circulation system, landscaping and outdoor spaces, screening and other site and architectural amenities of the entire project. The extent of these improvements shall be determined for each phase of a specific project at the time of the project's final development plan approval, and will not necessarily be based solely upon a proportional or equal share of the entire site. Requirements for a phased project may include off-site improvements.

H. Utilities: All new utilities shall be installed underground.

I. Lighting: Lighting shall be provided in accordance with the requirements of the Codified Ordinances except as otherwise provided in this subsection or as otherwise approved as part of a final development plan.

1. Parking Lot Lighting: All parking lot lighting shall utilize cut-off type fixtures and shall be down cast. Parking lot lighting shall be from a controlled source in order to minimize light spilling beyond the boundaries of the site. All parking lot lighting shall be of the same light source type and style. All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed 30 feet in height.

2. Prohibited Lighting. No permanent colored lights or neon lights shall be used on the exterior of any building. The prohibitions in this subsection shall not apply to Subarea 3.

3. Street Lights. Street lighting shall be provided at intersections between public alleys or public streets internal to this Zoning District and Central College Road and New Albany-Condit Road. Street lighting also shall be provided within the Zoning District where public streets intersect or and at other intersections of or with public alleys. Street lighting shall meet the City Standards and Specifications.

J. Service Areas and Dumpsters All loading areas, service areas and dumpsters shall be fully screened from all public streets and from adjacent properties located outside of this Zoning District at ground level with walls, fencing, landscaping, or some combination thereof. Walls shall be of the same materials used on nearby building walls and shall be complemented with landscaping. Exterior storage of materials, supplies, equipment, or products is prohibited.

K. Internal Buffering Exemption. The screening requirements of Codified Ordinances Section 1171.05 shall not apply to interior parcel or subarea boundaries in this Zoning District.

L. Graphics and Signage: Based on the various uses contained within the “hamlet” that is being created by and through this Zoning District, signage needs are unique and require flexibility, not in an effort to deviate from the community standard but instead to properly and adequately identify uses, users, and tenants, and to promote efficient wayfinding. A master sign plan shall be filed as part of the first final development plan for review and approval by the Planning Commission. In the event of a conflict between an approved master sign plan and a relevant provision of the Codified Ordinances, the approved master sign plan shall govern. Where any signage standard is not addressed in an approved master sign plan, the relevant provisions of the Codified Ordinances shall govern. For Subarea 3, it is the intent to encourage unique and creative signage in terms of their design, numbers, and placement, and therefore the master sign plan for Subarea 3 shall be reviewed accordingly.

M. Lighting.

1. Ground-Mounted Lighting. Landscape uplighting from a concealed source shall be permitted, provided that the total number of lumens consisting of uplighting will be limited to 2% of the total number of exterior fixture lumens emitted above 90 degrees or higher from nadir unless captured and shielded by a building or other permanent element.

2. Security Lighting: Security lighting, when used, shall be of a motion-sensor type.

3. Consistent Appearance: Exterior lighting fixtures shall be similar in appearance throughout each subarea. All exterior lighting mounted to a building shall be located on the first floor only.

4. Other Requirements: All other lighting on the site shall be in accordance with the City’s Codified Ordinances.

N. Appeals and Waivers.

1. Appeals.

a. Taking of Appeals. Appeals to the Board of Zoning Appeals concerning interpretation or administration of the text or the underlying zoning ordinance by the Zoning Officer or any other administrative official may be taken by any person aggrieved, including a tenant, or by a governmental officer, department, board, or bureau. Such appeal shall be taken within twenty days after

the date of the decision by filing a notice of appeal specifying the grounds thereof with the officer from whom the appeal is taken and the Board of Zoning Appeals.

b. Imminent Peril. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Zoning Officer certifies to the Board of Zoning Appeals, after notice of appeal shall have been filed with him, that by reason of facts stated in the application a stay would, in his opinion, cause imminent peril to life or property. In such case, the proceeding shall not be stayed other than by a restraining order which may, on due cause shown, be granted by the Board of Zoning Appeals, after notice to the Zoning Officer or by judicial proceedings.

2. Waivers. Deviations from development standards in this text or in the Codified Ordinances are subject to the waiver process. A waiver to the standards may be approved by the Planning Commission (PC) upon the request of an applicant as part of a final development plan application. In considering a request for a waiver, the PC shall conduct a public meeting in conjunction with the requested application.

a. Application for Waiver. An applicant desiring to have a requirement of this zoning waived must apply to the PC for the waiver through city staff in conjunction with a final development plan application that will be reviewed by the Planning Commission. The applicant must indicate the nature of the waiver sought and provide a statement explaining why the waiver should be granted. Any drawings or other materials needed to support the application, as determined by city staff, shall be submitted with the waiver request.

b. Action by the Planning Commission. Along with its decision to approve, approve with conditions, or disapprove a final development plan application, Within the PC shall either approve, approve with supplementary conditions, or disapprove the request for a waiver. The PC shall only approve a waiver or approve a waiver with supplementary conditions if the PC finds that the waiver, if granted, would:

i. Provide an appropriate design or pattern of development considering the context in which the development is proposed and the purpose of the particular standard. In evaluating the context as it is used in the criteria, the PC may consider the relationship of the proposed development with adjacent structures, the immediate neighborhood setting, or a broader vicinity to determine if the waiver is warranted;

ii. Substantially meet the intent of the standard that the applicant is attempting to seek a waiver from, and fit within the goals of the preamble of this zoning text and the City's Strategic Plan;

iii. Be necessary for reasons of fairness due to unusual site or building specific constraints; and

iv. Not detrimentally affect the public health, safety or general welfare.

Permit # _____
Board _____
Mtg. Date _____

NEW ALBANY

Community Development Planning Application

Project Information	Site Address <u>6945 Central College Road and others</u>																																																						
	Parcel Numbers <u>See accompanying list</u>																																																						
	Acres <u>30.33 ±</u> # of lots created _____																																																						
Choose Application Type	Circle all Details that Apply																																																						
	<table border="0"><tr><td><input type="checkbox"/> Appeal</td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Certificate of Appropriateness</td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Conditional Use</td><td></td><td></td><td></td><td></td></tr><tr><td><input checked="" type="checkbox"/> Development Plan</td><td><u>Preliminary</u></td><td>Final</td><td>Comprehensive</td><td>Amendment</td></tr><tr><td><input type="checkbox"/> Plat</td><td>Preliminary</td><td>Final</td><td></td><td></td></tr><tr><td><input type="checkbox"/> Lot Changes</td><td>Combination</td><td>Split</td><td>Adjustment</td><td></td></tr><tr><td><input type="checkbox"/> Minor Commercial Subdivision</td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Vacation</td><td>Easement</td><td></td><td>Street</td><td></td></tr><tr><td><input type="checkbox"/> Variance</td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Extension Request</td><td></td><td></td><td></td><td></td></tr><tr><td><input checked="" type="checkbox"/> Zoning</td><td><u>Amendment (rezoning)</u></td><td></td><td>Text Modification</td><td></td></tr></table>	<input type="checkbox"/> Appeal					<input type="checkbox"/> Certificate of Appropriateness					<input type="checkbox"/> Conditional Use					<input checked="" type="checkbox"/> Development Plan	<u>Preliminary</u>	Final	Comprehensive	Amendment	<input type="checkbox"/> Plat	Preliminary	Final			<input type="checkbox"/> Lot Changes	Combination	Split	Adjustment		<input type="checkbox"/> Minor Commercial Subdivision					<input type="checkbox"/> Vacation	Easement		Street		<input type="checkbox"/> Variance					<input type="checkbox"/> Extension Request					<input checked="" type="checkbox"/> Zoning	<u>Amendment (rezoning)</u>		Text Modification
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Description of Request:	<u>Rezoning and preliminary development plan review of a mixed-use "hamlet" development in accordance with the City's updated Strategic Plan.</u>																																																						
Contacts	Property Owner's Name: <u>SNAI LLC and others (see accompanying list)</u>																																																						
	Address: <u>c/o NoNA Master Development LLC, Attn: Yaromir Steiner and Bryan Stone</u>																																																						
	City, State, Zip: <u>4016 Townsfair Way, Suite 201, Columbus, OH 43219</u>																																																						
	Phone number: <u>(216) 831-4710</u> Fax: _____																																																						
	Email: <u>bryan@axiomdev.com</u>																																																						
	Applicant's Name: <u>NoNA Master Development LLC</u>																																																						
	Address: <u>Same as above</u>																																																						
	City, State, Zip: _____																																																						
	Phone number: _____ Fax: _____																																																						
	Email: _____																																																						
Signature	Site visits to the property by City of New Albany representatives are essential to process this application. The Owner/Applicant, as signed below, hereby authorizes Village of New Albany representatives, employees and appointed and elected officials to visit, photograph and post a notice on the property described in this application. I certify that the information here within and attached to this application is true, correct and complete.																																																						
	Signature of Owner <u>By: Aaron L. Underhill</u> Date: <u>4/20/21</u> Signature of Applicant <u>By: Aaron L. Underhill</u> Date: <u>4/20/21</u> <u>Aaron L. Underhill</u> <u>Attorney for owner(s) and applicant</u>																																																						

NoNA Zoning District
Property Owners and Parcel Numbers

SNAI LLC

Attn: Yaromir Steiner and Bryan Stone
4016 Townsfair Way, Suite 201
Columbus, Ohio 43219
Parcel Numbers: 222-000675, 222-000685, and 222-000686

The New Albany Company

Attn: Thomas Rubey
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
Parcel Numbers: 222-000664, 222-000671, 222-000672, 222-000654, 222-000669, 222-000549,
222-000668, 222-001167, 222-000688, 222-000375, 222-000314, and 222-000673

Ralph W. Fallon, Trustee

7555 Zarley Street
New Albany, Ohio 43054
Parcel Numbers: 222-000676 and 222-000678

Kevin L. Komraus

6495 Central College Road
New Albany, Ohio 43054
Parcel Number: 222-000670

5.365 ACRES

Situated in the State of Ohio, County of Franklin, City of New Albany, in Section 13, Quarter Township 2, Township 2, Range 16, United States Military Lands, being comprised of all of those tracts of land conveyed to The New Albany Company, LLC by deeds of record in Instrument Numbers 200012080249008 and 200106250142592 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northwesterly corner of that 1.015 acre tract conveyed to Robert E. Verst Jr. and Roseanne I. Verst as Tract One by deed of record in Instrument Number 201310180176801, in the southerly right of way line of Central College Road;

Thence the following courses and distances:

South 03° 28' 05" West, a distance of 198.03 feet to a point;

South 86° 11' 45" East, a distance of 188.14 feet to a point;

South 03° 33' 26" West, a distance of 508.47 feet to a point;

North 86° 11' 45" West, a distance of 373.35 feet to a point;

North 00° 03' 12" West, a distance of 139.91 feet to a point;

North 03° 28' 05" East, a distance of 179.94 feet to a point;

North 01° 58' 54" East, a distance of 336.97 feet to a point of curvature to the right;

With the arc of said curve, having a central angle of 90° 11' 37", a radius of 50.00 feet, an arc length of 78.71 feet, a chord bearing of North 48° 42' 36" East and chord distance of 70.83 feet to a point; and

South 86° 11' 45" East, a distance of 153.04 feet to the POINT OF BEGINNING, containing 5.365 acres of land, more or less.

25.168 ACRES

Situated in the State of Ohio, County of Franklin, City of New Albany, in Section 13, Quarter Township 2, Township 2, Range 16, United States Military Lands, being comprised of all of that tract of land conveyed to Kevin L. Komraus by deeds of record in Instrument Numbers 200209110224893 and 200209110224894, all of that tract of land conveyed to Ralph W. Fallon, Trustee by deed of record in Instrument Number 201012150170151, all of those tracts of land conveyed to SNAI. LLC by deeds of record in Instrument Numbers 201909170120440, 201909170120483, and 202006100081519, and all of those tracts of land conveyed to The New Albany Company, LLC by deeds of record in Official Records 14952J07 and 21256E01, and Instrument Numbers 200107120159281, 200110250246605, 201603170031803, 199804160090632, 199811122089607, 200007270148835, 199804160090633, 199911100282665, 201604080042971 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of that 0.824 acre tract conveyed to New Albany TB, LLC by deed of record in Instrument Number 201310180176797, in the southerly right of way line of Central College Road;

Thence the following courses and distances:

South 86° 08' 42" East, a distance of 984.78 feet to a point of curvature to the right;

With the arc of said curve, having a central angle of 15° 10' 39", a radius of 50.00 feet, an arc length of 13.24 feet, a chord bearing of South 41° 41' 11" East and chord distance of 13.21 feet to a point;

South 03° 27' 06" West, a distance of 430.75 feet to a point;

North 86° 08' 42" West, a distance of 290.00 feet to a point;

South 03° 27' 06" West, a distance of 150.00 feet to a point;

South 86° 08' 42" East, a distance of 300.00 feet to a point;

South 04° 26' 22" West, a distance of 552.82 feet to a point;

North 86° 29' 28" West, a distance of 241.57 feet to a point;

North 00° 51' 46" East, a distance of 5.40 feet to a point;

North 86° 20' 17" West, a distance of 757.51 feet to a point; and

North 03° 41' 21" East, a distance of 1141.40 feet to the POINT OF BEGINNING, containing 25.168 acres of land, more or less.



NoNA Master Development, LLC
4016 Townsfair Way, Suite 201
Columbus, Ohio 43219

April 20, 2021

The City of New Albany
Community Development Planning
99 West Main Street
New Albany, Ohio 43054

RE: Fulfilling the Vision of Engage New Albany

City Staff & Leadership:

The City of New Albany has spent more than one year working with residents, stakeholders, and industry professionals to adopt the Engage New Albany 2030 Strategic Plan. The Engage New Albany 2030 process defined a specific vision for the City that stays true to the ideals that has made it one of the nation's premier suburban communities while proactively adapting to important regional trends.

Central to that vision is the idea that the City will benefit from a limited number of focused mixed-use development areas designed to serve select neighborhoods located outside the City's Village Center (*See Engage New Albany 2030, p. 75*). These "Hamlets" were originally introduced in the original 1997 Rocky Fork Blacklick Accord and are intended to provide a well-designed, amenity-rich anchor to surrounding neighborhoods and have been proposed in three locations throughout the City.

The North New Albany Zoning District (the "NoNA Zoning District") will be the first proposed Hamlet zoning district introduced as a result of the Strategic Plan's recommendations. The proposed NoNA Zoning District has been specifically tailored to meet the needs and vision of the City of New Albany as defined by its officials, stakeholders, and residents through the Engage New Albany 2030 resident survey. It is situated in the location called out by the Strategic Plan for a Hamlet district to anchor the "Northwest Focus Area", includes world-class design and planning, and houses a wide range of community-focused amenities. Notwithstanding, several inconsistencies between the City's existing zoning policy and Engage New Albany 2030's stated objectives would make the development of any proposed Hamlet project impossible. As a result, the City will need to relax several of these policies in order realize its stated vision.

Density Transfer Policy

The City's unwritten "density transfer" policy is perhaps the best example of this problem. This custom has capped the permitted density of any development at one unit per acre where any of proposed dwelling units have not been age restricted through the use of zoning or a restrictive covenant. A would-be development can attempt to purchase "density credits" from a "density credit bank" if those credits are available. Alternatively, it requires a developer to purchase additional land within the school district and place a restrictive covenant limiting its residential density to 1 unit per gross acre.

Real-world application of the density transfer policy to the NoNA Zoning District demonstrates the problem. There are currently no density credits available for purchase in the City of New Albany. As a result, the developer of any Hamlet project would be required to assemble and purchase the requisite amount of property through an arms-length, market-rate sale, within the NAPLS district in order to offset the proposed number of residential units above the 1 unit per gross acre limit.

The NoNA Zoning District proposal includes 365 residences spread over 30.533 acres of property. In order to comply with the City's density transfer requirement, the development would be required to purchase 335 acres of property within the school district (i.e. 365 proposed residences, minus 30 permitted residences, equals 335 residences; thus requiring a 335 acre offset). This means that strict adherence to the "density transfer standard" would require the purchase of more land than is currently available within the school district. Indeed, it also means that if the required amount of property was to somehow become available for purchase and we were to assume a below market value of \$100,000 per acre, the developer would have to spend an additional \$35,000,000.

Open Space Requirements

A similarly impractical result can be seen in strict adherence to the City's current parkland and open space requirements. The City's Code mandates a dedication of parkland in the amount of 2,400 square feet per dwelling unit and the provision of an additional 20% of the total site area as open space. Alternatively, the City of New Albany provides a "fee-in-lieu" system whereby a developer can pay a fee equal to the average value per acre of the total gross site in order to offset any shortfall in a proposed project's dedicated open space.

The 365 residences being proposed would necessitate 20.11 out of a total of 30.533 acres of the NoNA Zoning District being dedicated as parkland. Because an additional 20% of the zoning district would need to be set aside as open space, as much as 86% of the site (20.11 out of 30.533 acres) would also need to remain undeveloped. Although the fee-in-lieu system is available because that fee would cover such a large percentage of the zoning district, a would-be developer would need to pay for the same property twice (for an approximate total of \$5,600,000 of additional land costs) which would completely destroy the economic viability of any Hamlet project proposed for the site.

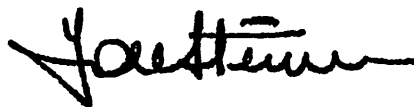
School Impact Analysis

The City's density transfer standard and parkland dedication policies have largely been driven by the goal of protecting the finances and capacity of the New Albany Plain Local School District. However, the Hamlet concept formula and the NoNA Zoning District proposal turns these concerns on their heads.

The School Impact Analysis included in this application demonstrates that the NoNA Zoning District will yield a clear financial benefit for the schools. The development is projected to add approximately 25 new students to the NAPLSD for a total of approximately 59 students overall. These students will be spread over all 13 grades serviced by the NAPLSD. 25 additional students being spread over 13 grades will certainly consume some NAPLSD resources and capacity. However, it is very highly unlikely that any significant additional expenditures would be incurred or that new facilities, equipment, or personnel would be required and the revenue generated by the proposed project will create a windfall for the NAPLSD estimated at almost \$600,000 annually; well in excess of the cost educating these students.

If the City's hopes to remain consistent with the stated vision outlined by the Engage New Albany 2030 Strategic Plan, it will need to maintain principled flexibility in the way in which it views any proposed application. The City will need to give due consideration to the unique challenges brought by its density policy, parkland/open space requirements, and the design and planning criteria that have made it a gold-standard for community planning. The NoNA Zoning District must be reviewed on its own merits and free from policies that work well in traditional suburban communities but do not address the unique nature of this type of development. By recognizing that a Hamlet development requires the narrow application of new principles, the City and the applicant can work together to achieve the best result in accordance with the Strategic Plan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yaromir Steiner', written over a horizontal line.

Yaromir Steiner
Chief Executive Officer
Steiner + Associates



The City of New Albany
Community Development Planning
99 West Main Street
P.O. Box 188
New Albany, Ohio 43054
Phone: 614-939-2254

In association with the Community Development Planning Application, please find an anticipated timeline associated with the development of NoNA District located at 6945 Central College Road.

With the primary master planning element of the development being the preservation and enhancement of the Sugar Run Creek corridor, the creation of the new approximately 8.5 acre park will be the first site improvement that is undertaken. It is our intention to start site work late in Q1 of 2022. Once that public amenity has commenced construction, we will then transition to site grading, utility construction and the site work associated with the construction of the internal road network. It is anticipated that those site improvements could take up to 10 months to complete. Based on market conditions, construction of the vertical development within each of the sub areas will commence no sooner than the later of the approval an FDP for each subarea or four months after the start of underground utility construction.

Thanks.

Justin Leyda
Chief Development Strategist



Engineers, Surveyors, Planners, Scientists

April 19, 2021

Mr. Steve Mayer
City of New Albany
Development Department
99 West Main Street
New Albany, OH 43054

Subject: NoNA District – Environmental Compliance

Dear Mr. Mayer,

This letter serves to inform the City of New Albany of environmental conditions associated with the NoNA District project, located south of Central College Road, east and west of New Albany-Condit Road, and north of Walton Parkway, in the City of New Albany, Franklin County, Ohio. The property is approximately 30 acres in size and consists of a number of existing residential estate lots.

The property was recently delineated for Waters of the U.S. by the Environmental Department of EMH&T. The delineation report is currently under review at the U.S. Army Corps of Engineers (USACE). Assuming the USACE agrees with the delineation and issues an Approved Jurisdictional Determination (AJD), the property will contain perennial Sugar Run, a small wetland on the south side of Sugar Run on the parcel east of New Albany-Condit Road, and a nonjurisdictional pond.

The development concept does not appear to encroach upon any of the jurisdictional features. As a result, environmental permits will not be required from the USACE or Ohio EPA.

If you have any questions regarding this information or require additional documentation, please do not hesitate to contact me at (614) 775-4515.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, reading 'Robert F. Milligan', is written over a horizontal line.

Robert F. Milligan
Director of Environmental Services
Principal

Cc: Brian Quackenbush, EMH&T



Engineers, Surveyors, Planners, Scientists

April 19, 2021

Mr. Justin Leyda
SNAI, LLC
4016 Townsfair Way
Suite 201
Columbus, Ohio 43219

Subject: NoNA District
Utility and Stormwater Feasibility

Dear Justin,

As requested, I have prepared this letter to summarize utility availability and feasibility for the NoNA District development that is being proposed on a 30.6 acre site located at the intersection of Central College Road and New Albany-Condit Road in New Albany, Ohio. A 5.4 acre portion of the site is located at the southeast corner and the remaining 25.2 acres is located at the southwest corner of this intersection. The development will include commercial space, single-family and multi-family residential, and senior housing. The existing utilities are more than adequate to service the development, and a detailed summary of connection points and requirements are as follows:

Sanitary Sewer

There is an existing public 24-inch sanitary sewer constructed with RP-10226 that runs from West to East through the site and generally parallels Sugar Run. The sewer has a depth of approximately 20-25 feet and lies within a twenty foot (20') easement. The sewer is located north of Sugar Run west of New Albany-Condit-Road and south of Sugar Run east of New Albany-Condit Road. A 12-inch sewer constructed with CC-11734 is also located along the west property line that will service the area south of Sugar, and an 8-inch sewer constructed with CC-14436 is stubbed to the area north of Sugar Run on the east side of New Albany-Condit Road. In order to service the site, a new public main will be extended and a CC-Sanitary Sewer plan will be submitted to the City of New Albany and the City of Columbus for review and approval. The plan will also require approval by the Ohio EPA for a Permit to Install (PTI) prior to construction. Services will be extended from the main to service the various buildings and residential units.

Water Service

An existing 16-inch public water main running along the south side of Central College Road, and an existing 12-inch public water main running under the east side of New Albany-Condit Road will provide domestic water service to the site. There are fire hydrants on these lines that will provide some fire protection for the proposed buildings, but private fire hydrants will likely be required to provide coverage necessary to meet Plain Township Fire Department regulations. If public streets are proposed with this project, a new 8-inch public main will be extended within the right-of-way to service the site and connect to Central College and New Albany-Condit Road. A new pressure test will be performed in the area to confirm the pressure and flow as needed to determine design

constraints for the proposed services. A separate water meter and corresponding water service plan will be required for each individual tax parcel to be served. The water service plans will be reviewed and approved by the City of New Albany and the City of Columbus Division of Water, who will also approve any new public mains along with the Ohio EPA. In order to tap into the public mains, the owner will pay water and sanitary capacity fees to both New Albany and Columbus. Credits towards the capacity fees will be provided for any previously paid capacity fees for water services to the existing houses.

Stormwater

The highest points of the site vary from 1020 at the west property line to 1028 at the east property line, and the entire site drains to Sugar Run, which has a normal water elevation flow line that varies from 1008 at the west property line to 1020 at the bridge under New Albany-Condit Road. A stormwater management system will be required that provides an adequate storage volume necessary to meet peak flow limitations set forth by the City of New Albany, and post construction water quality requirements within the Ohio EPA General Construction Permit. The volume will be provided by a variety of Best Management Practices such as a wet basin, permeable pavement, bio-retention or underground detention. All above grade storage basins will be required to meet City of New Albany requirements for aesthetics for items such as landscaping and a maximum 6:1 side slope.

Stream Corridor Protection Zone and Floodplain

Sugar Run runs through from west to east through the property and is located with a FEMA Zone AE Floodplain and Floodway. The floodplain elevation varies from 1010 at the west property line to 1025 just east of New Albany Condit Road. Any development within the floodplain will require compliance with City of New Albany Chapter 1155 for Flood Damage Reduction and a Floodplain Development permit will be required. Site planning will also need to accommodate a Stream Corridor Protection Zone (SCPZ). The width of the SCPZ is based on the drainage area, and a formula provided by the City of Columbus Stormwater Drainage Manual, and was determined to be 190 feet in total width.

Electric and Telecommunications

All new electric and telecommunications utilities will be fed underground from existing overhead lines on either Central College Road or New Albany-Condit Road. Any existing overhead lines within the site will be removed, but the overhead lines along the existing public roads will remain.

If you need any additional information, please contact me at 614-775-4390.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



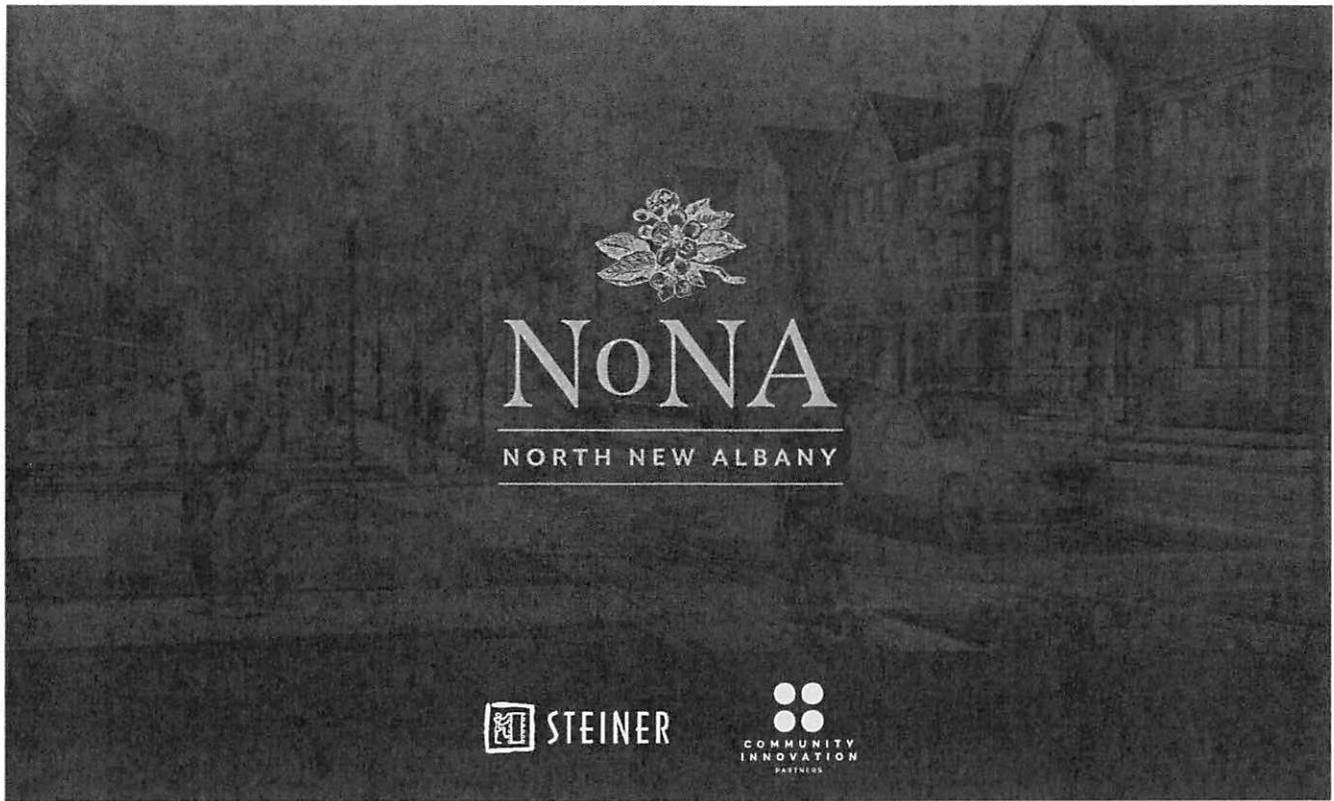
Brian Quackenbush, PE
Principal | Senior Project Manager



NoNA

NORTH NEW ALBANY





The Site



Our Approach

THE CONTEXT

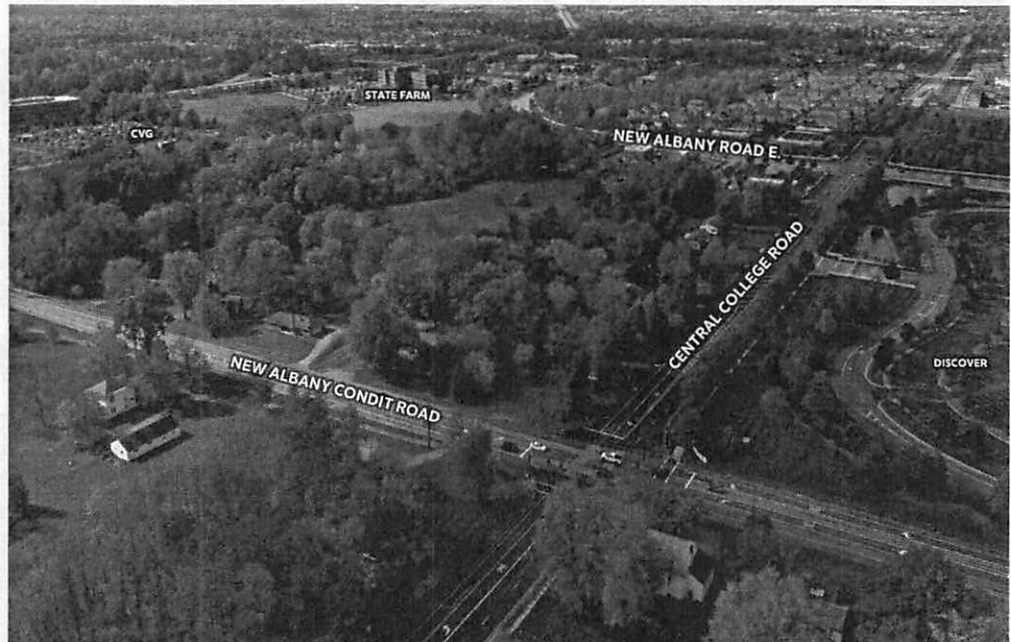
- Consistent with Insight2050
- Consistent with Engage New Albany

OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections



A New Neighborhood Center

THE CONTEXT

- Consistent with Insight2050
- Consistent with Engage New Albany

OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

THE IMPACT

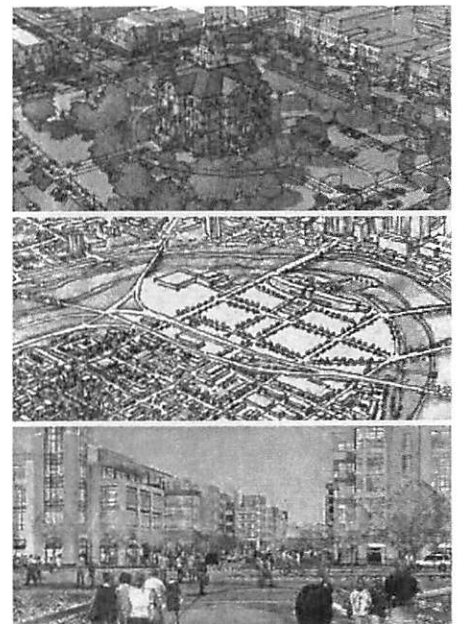
- Economic
- Schools
- Traffic
- Enhanced Streets and Connections





ENGAGE
NEW ALBANY

INSIGHT 2050:
Foundational Documents

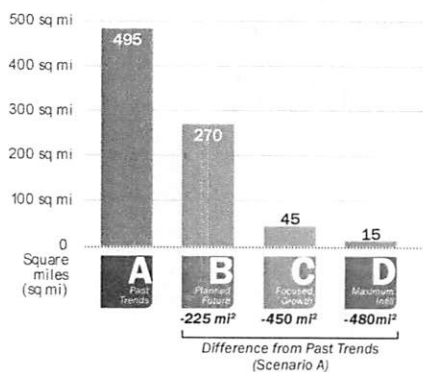


Scenario Analysis

HOW DOES CENTRAL OHIO PLAN FOR:

- 1M New Residents
- 300,000 New Jobs

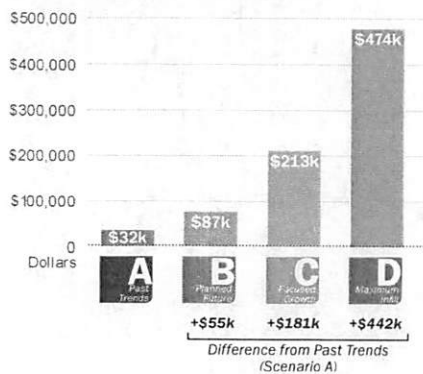
CUMULATIVE NEW LAND CONSUMPTION



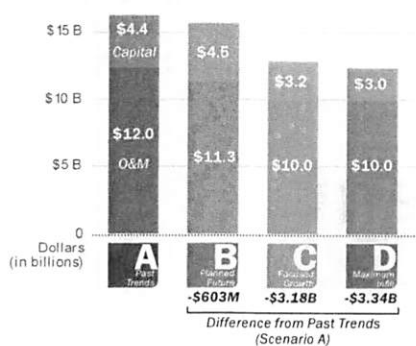
Economic Impact

SCENARIO ANALYSIS RESULTS:

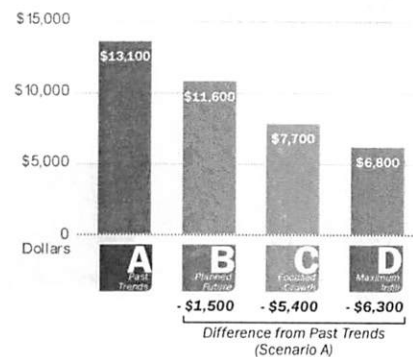
TAX REVENUE PER ACRE



INFRASTRUCTURE COSTS



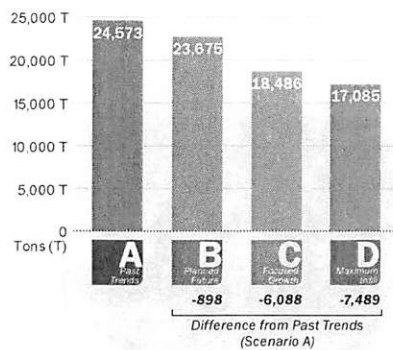
ANNUAL HOUSEHOLD COSTS



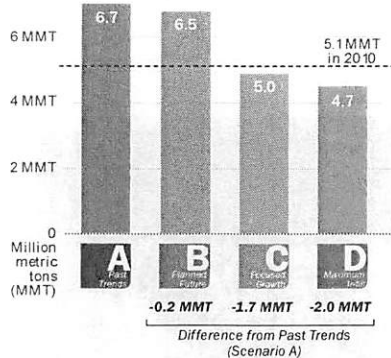
Environmental Impact

SCENARIO ANALYSIS RESULTS:

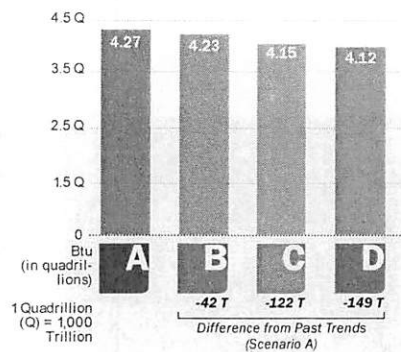
AUTO EMISSIONS



ANNUAL CO2 EMISSIONS



ANNUAL ENERGY CONSUMPTION

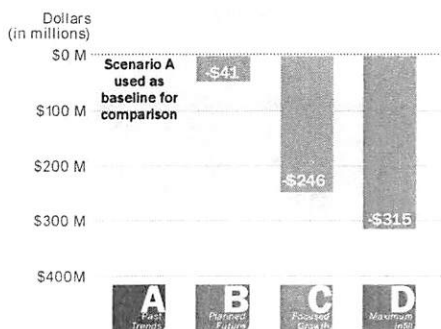


ENVIRONMENTAL IMPACT 09

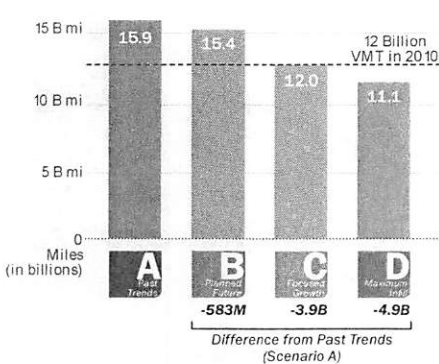
Quality of Life Impact

SCENARIO ANALYSIS RESULTS:

ANNUAL HEALTH COSTS



COMMUTE MILES

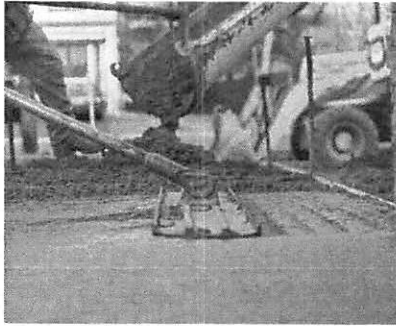


QUALITY OF LIFE IMPACT 10

Benefits of Focused Growth

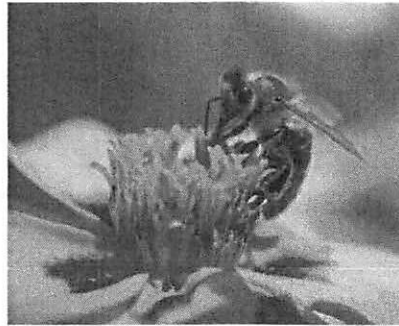
ECONOMIC IMPACT

- Increased Tax Revenue
- Decreased Infrastructure Costs
- Decreased Household Costs



ENVIRONMENTAL IMPACT

- Reduced Land Consumption
- Improved Air Quality
- Reduced Energy Consumption



QUALITY OF LIFE IMPACT

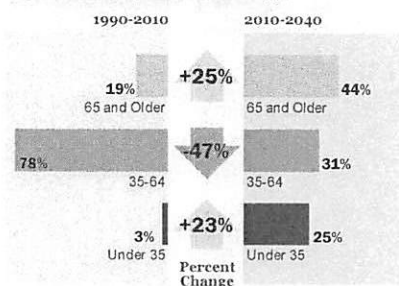
- Decreased Health Costs
- Decreased Commute Times



Housing Impact of Demographic Trends

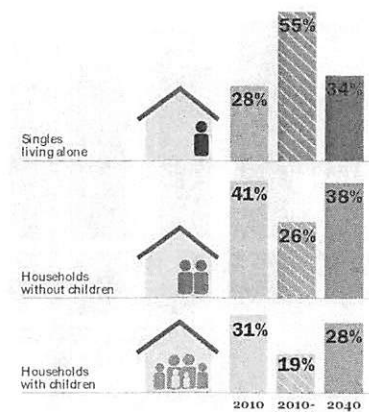
CHANGE OF HOUSEHOLDER AGES

Columbus MSA Current and Future Household Growth Share by Householder Age



Source: Arthur C. Nelson, COLUMBUS, OHIO Metropolitan Area trends, Preferences, and opportunities: 2010 to 2030 and to 2040 (NRDC)

CHANGE IN THE TYPE OF HOUSEHOLDS



*Refers to households added from 2010-2040, excluding households that existed prior to 2010.

CHANGE IN THE HOUSING TYPE MIX

	2010	New Growth	Resulting Housing Mix
Multifamily	25%	37%	28%
Single Family Attached	8%	16%	11%
Smaller Lot (<7,200 sq ft)	24%	46%	30%
Larger Lot (>7,200 sq ft)	37%	<1%	27%
Rural Lot	6%	<1%	4%

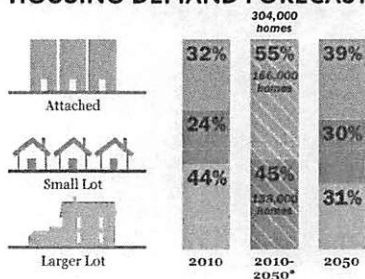
Future Residential Demand

CONSEQUENCES ON URBAN PLANNING

RESULTS:

- Less Large-Lot Single Family
- More Small-Lot Detached Single Family
- More Attached Single Family
- More Multifamily

HOUSING DEMAND FORECAST



ALIGNMENT: ENGAGE NEW ALBANY 2030 RECOMMENDS



LAND USE - RESIDENTIAL

• We recommend:

- » Additional cluster neighborhoods like Ashton, Keswick, Ealy Crossing
- » High quality stacked flats and townhomes in targeted areas of the community with proximate, walkable amenities - like the Village Center and other neighborhood-scale retail centers



Engage New Albany 2030



+

MKSK

+

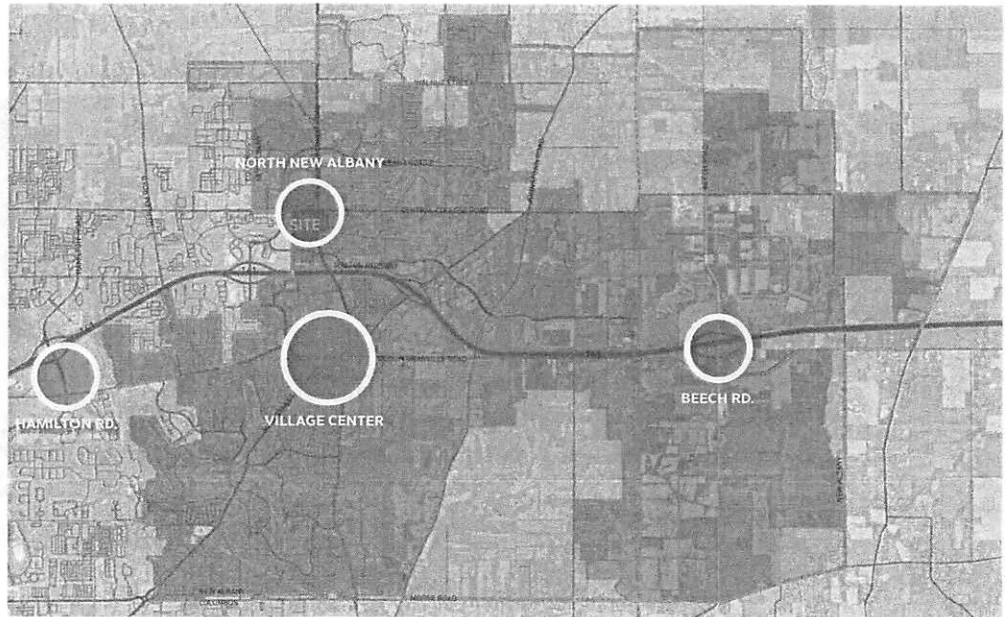
**1,200
RESIDENTS**


ENGAGE NEW ALBANY



Planning for Multiple Neighborhoods

- One Community;
Multiple Neighborhoods
- Embracing the Differences
of Our Neighborhoods
- A Neighborhood Center
for North New Albany
- A Focused Development Area
("Hamlet") within New Albany



Diversity in Housing Types



LAND USE - RESIDENTIAL

- We recommend:
 - » Additional cluster neighborhoods like Ashton, Keswick, Ealy Crossing
 - » High quality stacked flats and townhomes in targeted areas of the community with proximate, walkable amenities - like the Village Center and other neighborhood-scale retail centers



A Lifespan Community

A TRUE NEIGHBORHOOD IS A LIFESPAN COMMUNITY

“Provides residents the opportunity to move at least twice throughout their lifetimes”

A NEIGHBORHOOD:

- Includes Varied Housing Types
- Is Connected, Accessible, Walkable
- Has a Housing Supply that is Responsive to Demographic Trends
- Is Anchored by Public Gathering Spaces



THE NEW ALBANY 17

“You Spoke”

ENGAGE NEW ALBANY 2030 SURVEY

To Strive to be a **“Lifespan Community”**
(86% of Respondents)

New Retail Areas Within the City but Outside the Village Center Designed to Serve Adjoining Neighborhoods and Employment Centers (69% of Respondents)

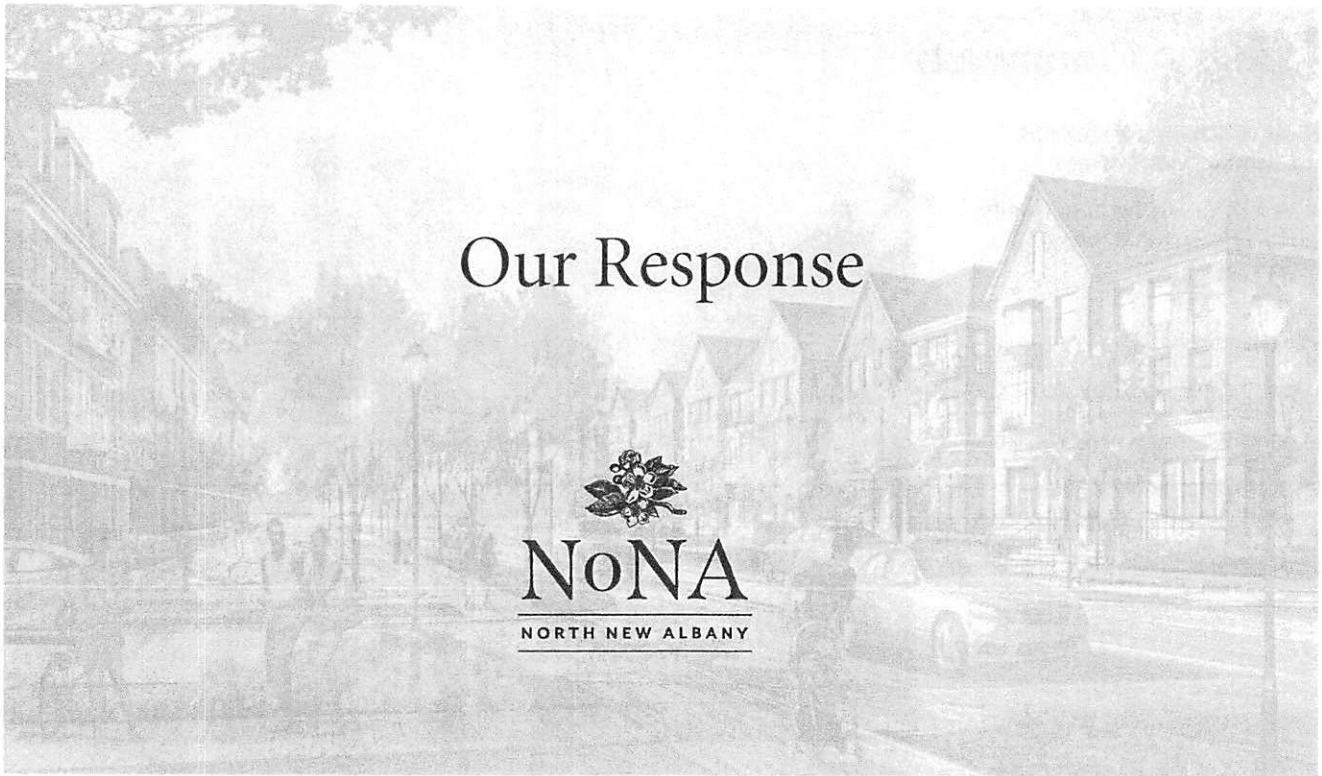
Additional **Dining and Retail Options**
(48% of Respondents)

Additional **Parks, Recreation, and Open Space**
(32% of Respondents)

Additional Special Events **Programming** (58%)
Arts and Cultural Programming (47%) and
Family-oriented Programming (44%)



THE NEW ALBANY 18



Our Response



NoNA DISTRICT:
Our Vision



THE CONTEXT

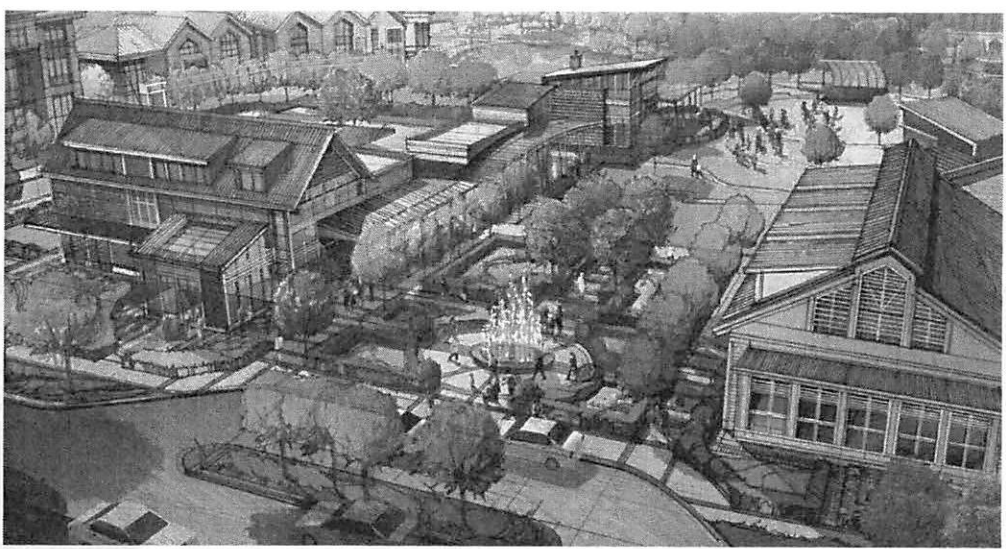
- Consistent with Insight2050
- Consistent with Engage New Albany

OUR VISION

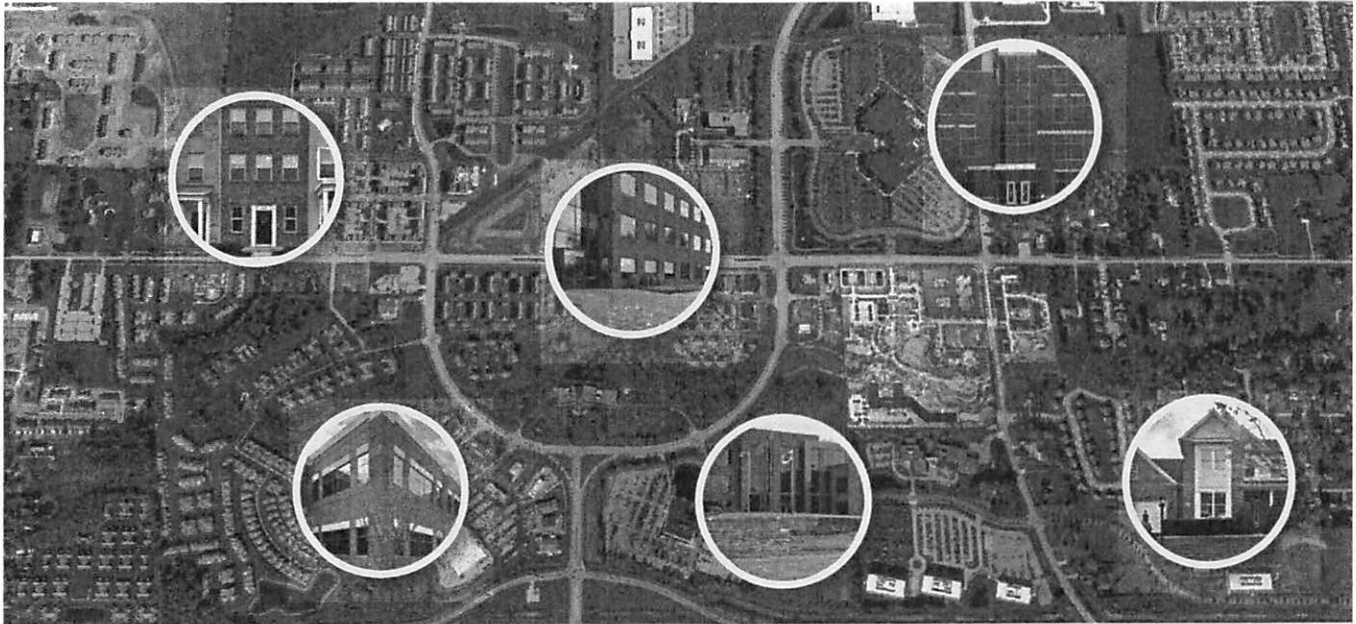
- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections



Neighborhood Context



Use Plan

RESIDENTIAL

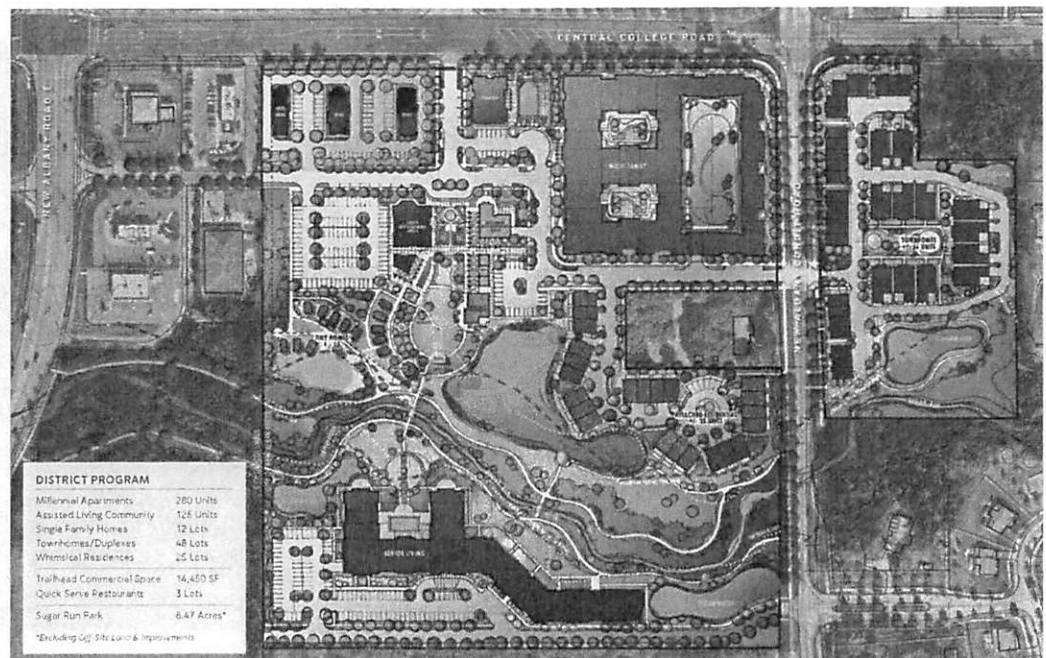
- Millennial/Active Adult Apts
- Senior Living Community
- Single Family Homes
- Townhomes/Duplexes
- Affordable Apartments (5%)
- Whimsical Residences

COMMERCIAL

- Office/Coworking
- Restaurants and Bar
- The Trailhead Park
 - Artisanal Eateries
 - Food Truck Haus
 - Community Stage

PARKS AND RECREATION

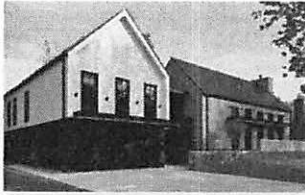
- Sugar Run Park
- Walking Paths/Trails
- Childrens' Play Area
- Meditation Path
- English Garden



NoNA DISTRICT:

Lifespan Residential Offerings

NoNA

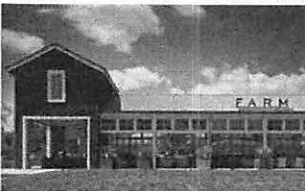


FILE NO. 10-00001-1 23

NoNA DISTRICT:

Mixed Use District

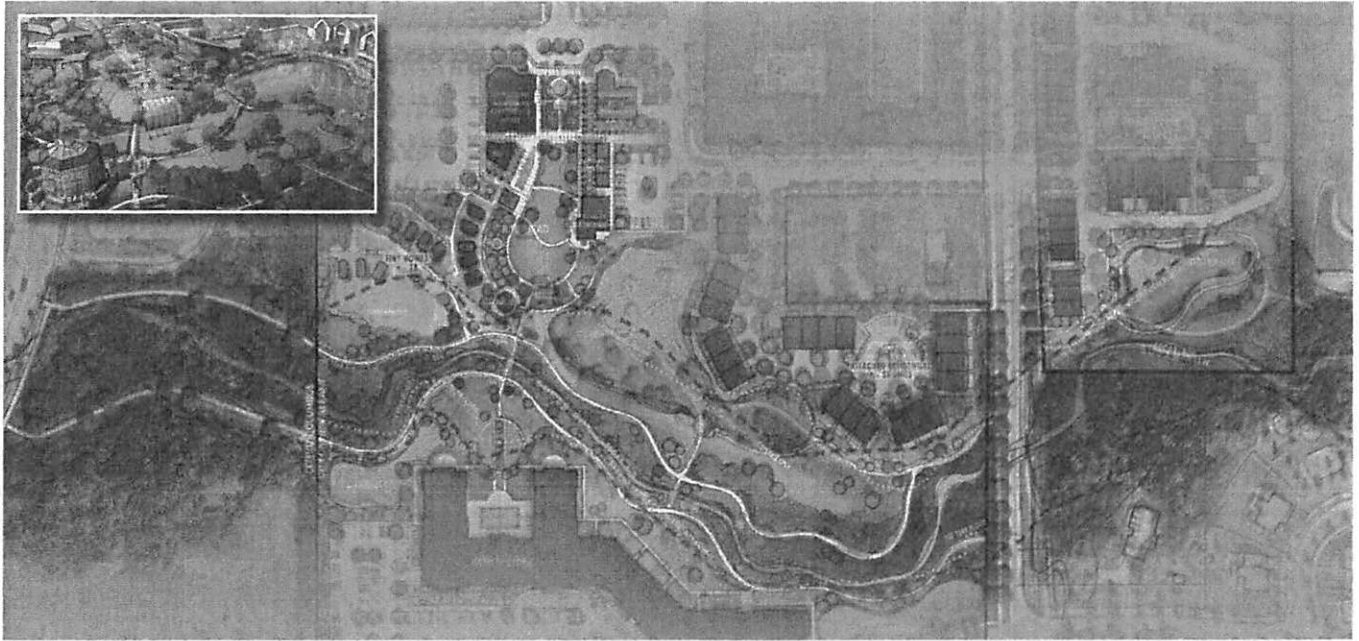
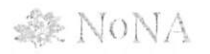
NoNA



FILE NO. 10-00001-1 24

NoNA DISTRICT:

Trailhead Park



TRAILHEAD DISTRICT 25

NoNA DISTRICT:

Outdoor Amenities

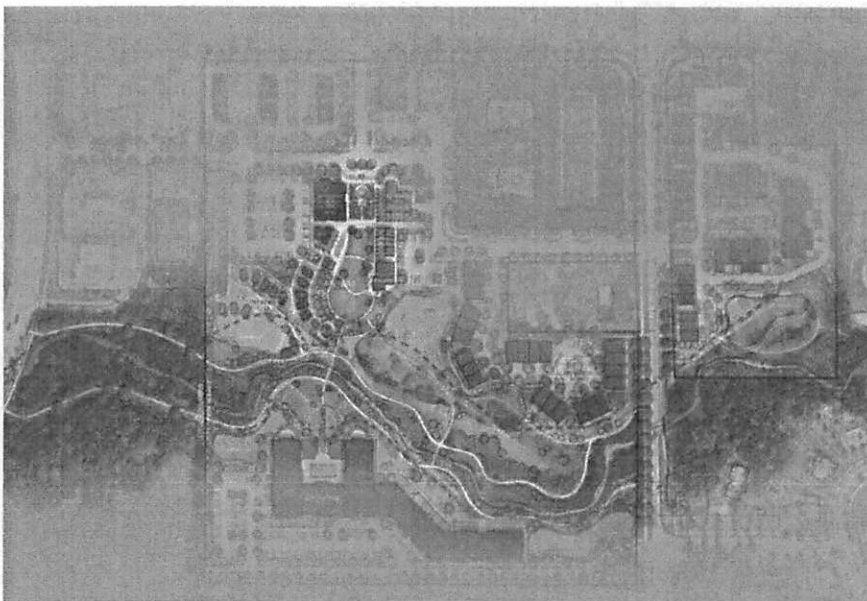


TRAILHEAD DISTRICT 26

Environmental Initiatives

GREEN INITIATIVES WILL INCLUDE:

- Sugar Run Streambank Repair
- Native Species Restoration
- Alternative Wetland Remediation Techniques
- Pollinator-Friendly Plantings
- Alternative Stormwater Retention



0100' 100' 100' 100' 100'

“You Spoke, We Listened”

ENGAGE NEW ALBANY 2030 SURVEY

To Strive to be a **“Lifespan Community”**
(86% of Respondents)

New Retail Areas Within the City but Outside the Village Center Designed to Serve Adjoining Neighborhoods and Employment Centers (69% of Respondents)

Additional **Dining and Retail Options**
(48% of Respondents)

Additional **Parks, Recreation, and Open Space**
(32% of Respondents)

Additional Special Events **Programming** (58%)
Arts and Cultural Programming (47%) and
Family-oriented Programming (44%)



PROPOSED NONA DISTRICT

NoNA District Will Be A Self-Contained
“Lifespan Neighborhood”

NoNA District Will Provide North New Albany with
Retail Options Outside the Village Center Designed to Serve the North New Albany Area

The **“Trailhead”** Provides **New Dining and Retail Options**

Sugar Run Park Provides **Parks, Recreation and Open Space** (of the Same Scope/Scale as Rose Run Park)

North New Albany will provide:

- Special Events **Programming**
- Arts and Cultural Programming
- Family-Oriented Programming
- Wellness, Environmental Education and Continuing Education Programming

0100' 100' 100' 100' 100'

Impacts and Mitigation



IMPACTS AND MITIGATION:

Impact on New Albany

THE CONTEXT

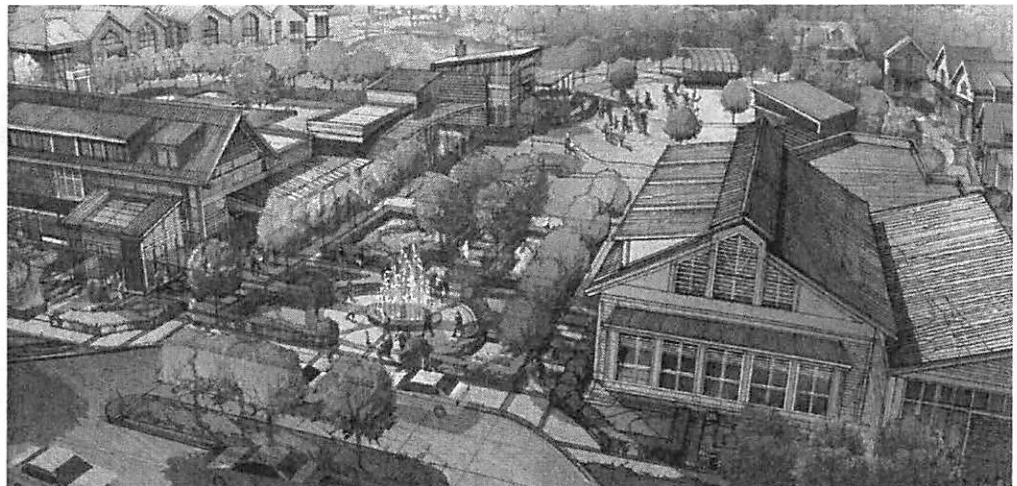
- Consistent with Insight 2050
- Consistent with Engage New Albany

OUR VISION

- Mixed Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections

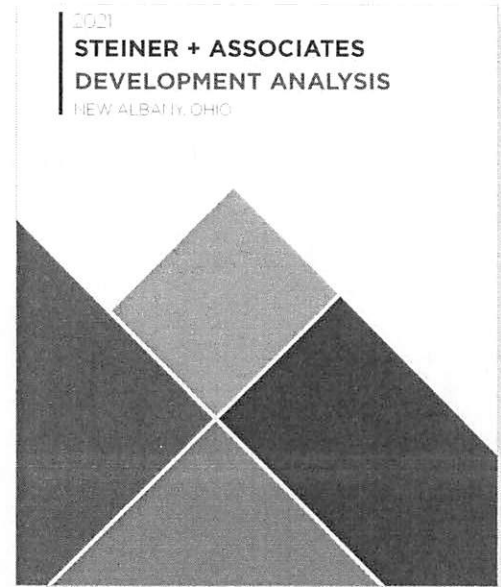


Economic Impact

UTILIZED INSIGHT 2050
METHODOLOGY ON
OUR PROPERTY

COMPARES:

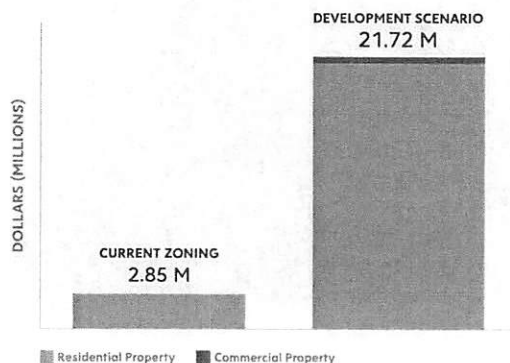
- Existing Conditions
- Base Zoning
 - What would be allowed under current zoning
- Development Scenario
 - The development project, as proposed



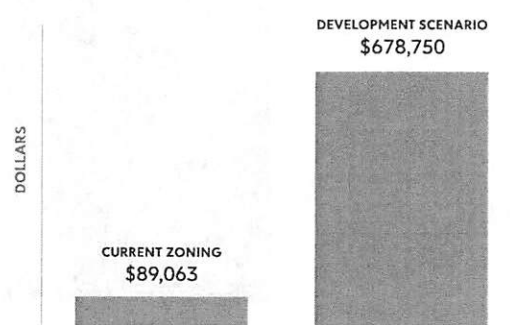
Economic Impact – Tax Revenue Analysis

Approximately \$14.63M Cumulative Tax Revenue Surplus

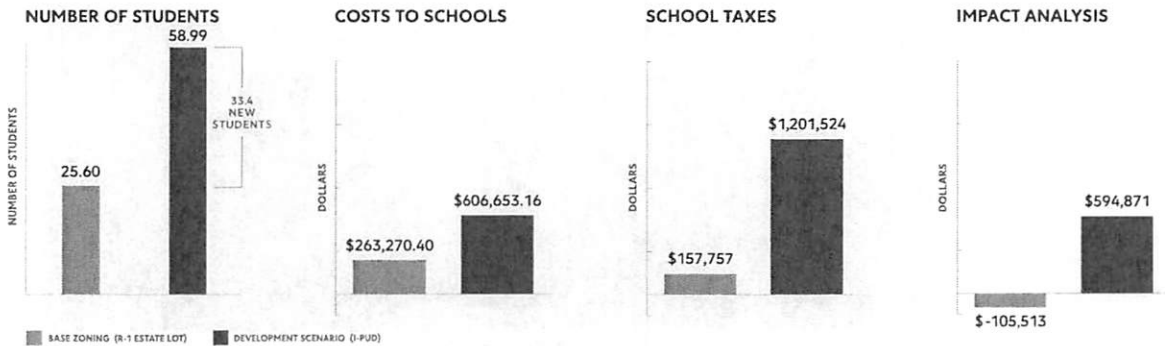
CUMULATIVE TAX REVENUE FROM NEW DEVELOPMENT



TAX REVENUE PER ACRE



School District Impact



COST ANALYSIS

BASE ZONING (R-1 ESTATE LOT)

NAPLSD	NUMBER OF RESIDENTIAL UNITS - CURRENT ZONING	LOAD FACTOR	NUMBER OF STUDENTS
\$ 10,284	32	0.8	25.60

DEVELOPMENT SCENARIO (I-PUD)

HOUSING TYPE	NUMBER OF RESIDENTIAL UNITS - DEVELOPMENT SCENARIO	LOAD FACTOR	NUMBER OF STUDENTS
Single Family Homes	12	0.8	9.60
Townhomes For-Sale	25	0.8	20.00
Townhomes For Rent	23	0.5	11.50
Millennial/Active Adult Apartments	266	0.04	10.64
Affordable Apartments	14	0.05	7.00
Whimsical Residential	25	0.01	0.25

Traffic Impact

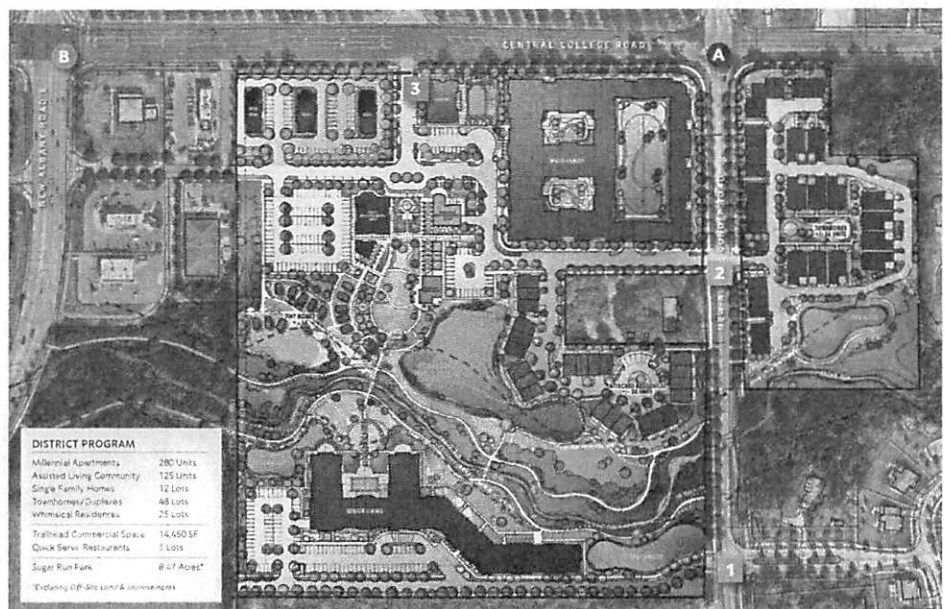
- Will not conflict with Engage New Albany 2030's Thoroughfare Plan
- Impact on Levels of Service will be negligible

LEVELS OF SERVICE (LOS)

- New Albany-Condit Road and Central College Road
 - AM Peak - LOS C / PM Peak - LOS D
- New Albany Road E and Central College Road
 - AM Peak - LOS C / PM Peak - LOS C

NEEDED IMPROVEMENTS

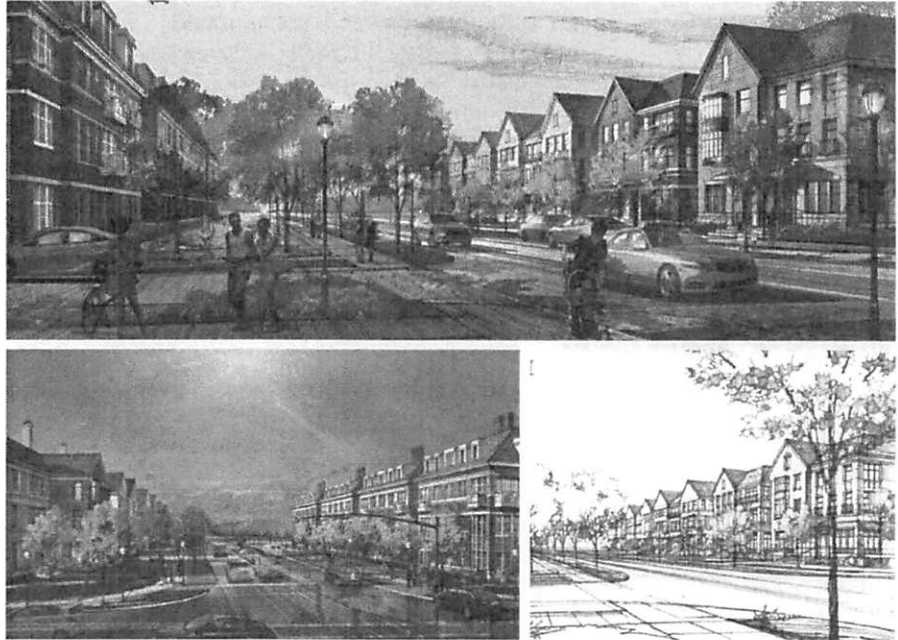
- New Albany - Condit Road and Senior Living Access
 - Northbound Left Turn Lane
- New Albany-Condit Road and North Access
 - Northbound Left Turn Lane
- Central College Road and Site Access/Discover Complex Access
 - 125' Westbound Left Turn Lane (striped into existing pavement) Warranted
 - No improvements are required for any public road intersection



Impact on Street Design

INTEGRATE WITH AND IMPROVE THE SURROUNDING AREA

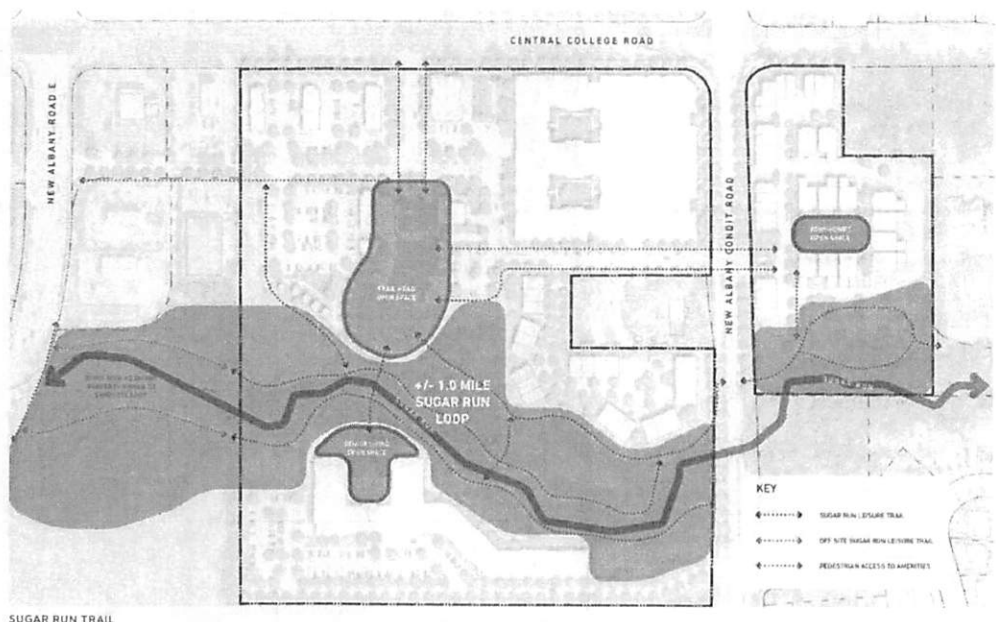
- Continuation of Existing Fabric
- Community Gateway
- Unified Pedestrian Experience
- Responsive to Engage New Albany Northwest Focus Area Development Scenario



Internal Connectivity

OPPORTUNITY FOR GREATER CONNECTIVITY

- Vehicular Connections
- Trails
- Walkability
- Greenspace Connectivity



Subject to owner approval

City-wide Connectivity

OPPORTUNITY FOR GREATER CONNECTIVITY

- Vehicular Connections
- Trails
- Walkability
- Greenspace Connectivity



Subject to owner approval

SUGAR RUN TRAIL

Once completed, the NoNA District will...

URBAN PLANNING

- Be Consistent with Regional Planning
- Be Consistent with Engage New Albany 2030
- Be the Center of Gravity for Neighborhood
- Be Consistent with Residential Demand
- Maintain and Expand Existing Community Fabric

ECONOMIC DEVELOPMENT

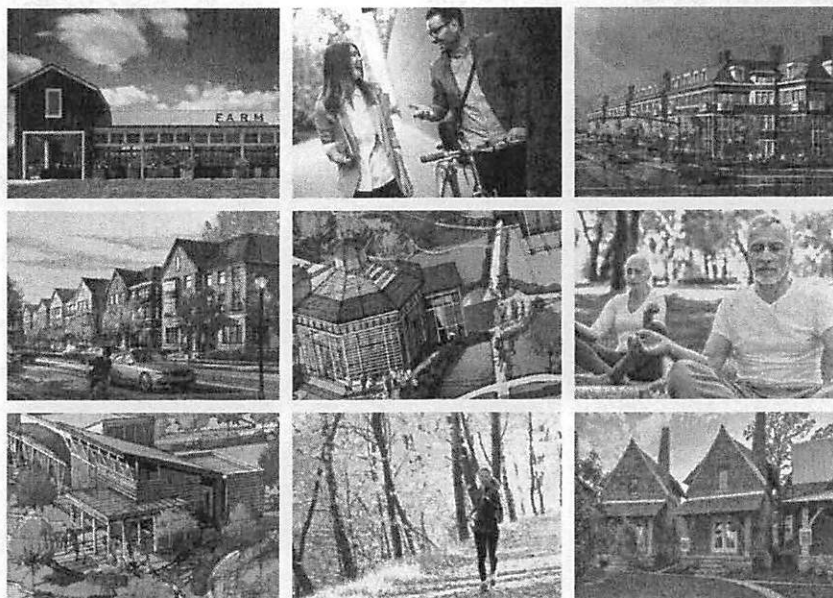
- Have a Positive Economic Impact on the City
- Have a Positive Economic Impact on the Schools

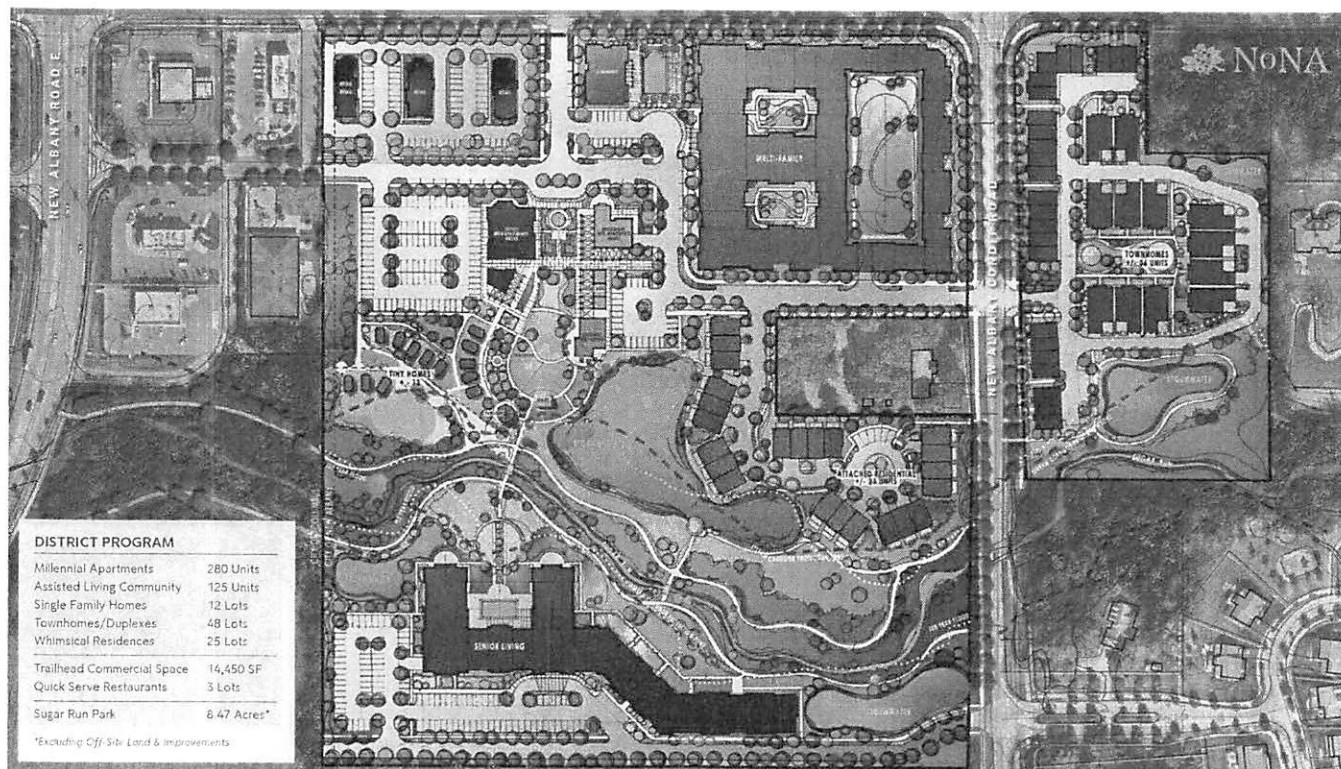
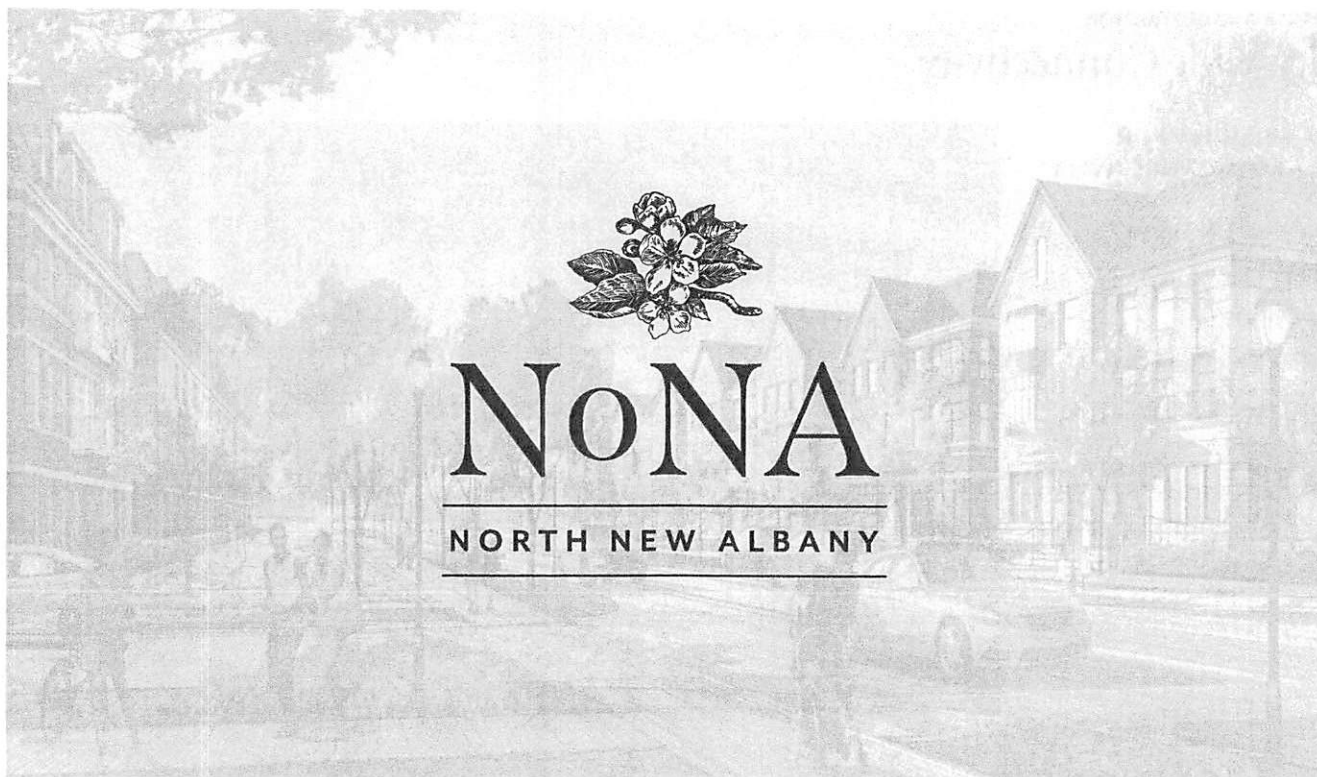
SUSTAINABILITY

- Provide New Parks and Greenspace
- Be Environmentally Friendly

QUALITY OF LIFE

- Be a Lifespan Neighborhood
- Provide New Retail and Entertainment Options
- Not Materially Effect Traffic





DISTRICT PROGRAM

Millennial Apartments	280 Units
Assisted Living Community	125 Units
Single Family Homes	12 Lots
Townhomes/Duplexes	48 Lots
Whimsical Residences	25 Lots
Trailhead Commercial Space	14,450 SF
Quick Serve Restaurants	3 Lots
Sugar Run Park	8.47 Acres*

*Excluding Off-Site Land & Improvements



ORDINANCE O-31-2021

AN ORDINANCE TO ACCEPT WATER LINE, SANITARY SEWER, STREET AND STORM SEWER IMPROVEMENTS AND APPURTENANCES THERETO FOR THE COURTYARDS AT NEW ALBANY, PHASE 2B, AS REQUESTED BY EPCON COMMUNITIES

WHEREAS, in accordance with New Albany Ordinance 77-91; and pursuant to written certification by the city engineer that the improvements and appurtenances thereto for The Courtyards at New Albany, Phase 2B, have been completed to the standards set by Codified Ordinance 1187; and

WHEREAS, a two-year maintenance bond in the amount of \$35,482, an engineering inspection fee deposit in the amount of \$1,394, and a five-year settlement bond of \$12,250 will be provided by the applicant prior to the second reading.

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 improvements and appurtenances thereto for are hereby accepted.

Section 2. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 Section 121 of the Ohio Revised Code.

Section 3: Pursuant to Article VI, Section 6.07(B) of the City of New Albany Charter, this ordinance shall take effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared:

Introduced:

Revised:

Adopted:

Effective:

PROPOSED



ORDINANCE O-32-2021

AN ORDINANCE TO AMEND CHAPTER 123 "DEPARTMENT OF FINANCE" OF THE CITY OF NEW ALBANY, OHIO'S CODIFIED ORDINANCES AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, in response to the most recent amendments made to the City of New Albany Charter as proposed by the 2019 Charter Review Commission and adopted by the residents of the City of New Albany, a review of the Codified Ordinances of the City of New Albany, Chapter 123 was performed and updates have been found necessary; and

WHEREAS, it has been found that Codified Ordinances of the City of New Albany, Chapter 123, needs to be updated to modernize the code to allow for changes to requirements for: Fiscal Officer Certificates, purchase orders, Council's authorization threshold for contracts and/or agreements, and competitive bidding.

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. That portions of Codified Ordinance Chapter 123 "Department of Finance" be amended as set forth in Exhibit A, which depicts these amendments in colored ink.

Section 2. 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 Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 197 effective March 27, 2020.

Section 3. Pursuant to Article VI, Section 6.07(B) of the charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding

Jennifer H. Mason

Mayor

Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 08/13/2021

Introduced: 08/24/2021

Adopted:

Effective:

PROPOSED

EXHIBIT A – O-32-2021

CHAPTER 123 - DEPARTMENT OF FINANCE^[5]

Footnotes:

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Cross reference— Department of Finance - see CHTR. 8.01 Director of Finance - see CHTR. 8.05

123.01 - DUTIES OF DIRECTOR.

The Department of Finance shall be under the direction of the Director of Finance who shall be appointed by the [AdministratorCity Manager](#) with consent of Council. The Director of Finance shall be the Chief Fiscal Officer of the Municipality and shall perform the following duties:

- (a) Keep a full and accurate account of all the moneys received and disbursed by him on behalf of the Municipality as well as all outstanding sums due the Municipality and all orders and contracts for which the Municipality is obligated.
- (b) Receive and have custody of all moneys paid to the Municipality and disburse moneys in accordance with the Charter and ordinances.
- (c) Render regular reports to the [AdministratorCity Manager](#) and Council reflecting the financial condition of the Municipality.
- (d) Determine that funds are available to pay all contracts, agreements or other obligations for the expenditure of public funds entered into by any official of the municipal government.
- (e) Keep an accurate account of the bonded debt of the Municipality and of the payment of interest and principal thereon.
- (f) Prepare the municipal payroll.
- (g) Prepare and submit such reports as may be required by law.
- (h) Assist the [AdministratorCity Manager](#) in preparing the annual budget.
- (i) Compile bond transcripts and notes.
- (j) Perform such other duties as may be required by the [AdministratorCity Manager](#).

(Ord. 49-97. Passed 12-16-97; [Ord.32-2021](#). Passed [9-7-21](#).)

123.02 - DIRECTOR AS FISCAL AGENT.

The Director of Finance shall be the fiscal agent of the Municipality in all transactions under the Uniform Bond Law.

(Ord. 49-97. Passed 12-16-97.)

123.03 - SIGNATURE ON NOTES AND BONDS.

The [AdministratorCity Manager](#) and the Director of Finance are designated as officials to sign all notes and/or bonds issued by the City, except as otherwise provided by law.

(Ord. 49-97. Passed 12-16-97-~~;~~ ; Ord. 32-2021. Passed 9-7-21.)

123.04 - PAYMENTS ON CONTRACTS.

Payments on signed contracts shall be made in accordance with the terms of such contracts when the conditions laid down in such contracts have been faithfully complied with by the contractor.

(Ord. 49-97. Passed 12-16-97.)

123.05 - SALE OR OTHER DISPOSITION OF SURPLUS PROPERTY.

The Finance Director is authorized and directed to provide for the sale or disposition of surplus equipment and supplies, including motor vehicles, in the following manner:

- (a) At such time as equipment, including motor vehicles, and supplies of the Municipality serve no useful municipal purpose, the Finance Director shall provide for the sale or disposition of such equipment or supplies as provided in this section.
- (b) The sale of surplus equipment shall be by one or more of the following methods:
 - (1) The acceptance of sealed bids, after advertising not less than one time in a newspaper of general circulation in the Municipality.
 - (2) Public auction, after advertisement for not less than one time in a newspaper of general circulation in the Municipality.
 - (3) Internet/on-line auction, without formal advertising or notice.
 - (4) Trade in, when advantageous to the Municipality, without formal advertising or notice.
- (c) Assets that are deemed by the Finance Director to have nominal or no marketable value may be disposed of as directed by the Finance Director with the consent and approval of the ~~Village Administrator~~City Manager.
- (d) The Finance Director shall use generally acceptable methods to estimate the value of assets to be sold or traded in under the provisions of this section.
 - (1) The sale or trade-in of any asset having an estimated value greater than ten thousand dollars (\$10,000.00) shall require Council authorization prior to any sale or trade-in as provided in subsection (b) hereof. Council may waive, by Resolution, the advertisement requirement in subsection (b)(1) and (b)(2).
 - (2) The sale or trade-in of any asset having an estimated value of ten thousand dollars (\$10,000.00) or less may be sold or traded in as provided in subsection (b) hereof by the Finance Director with the consent and approval of the ~~Village Administrator~~City Manager.
- (e) The proceeds for the sale of surplus property shall be deposited in the Municipal Treasury to the credit of the General Fund.
- (f) The Finance Director shall estimate the value of assets to be sold under the provisions of this section.
- (g) The proceeds from surplus equipment may be credited against the purchase price of other vehicles, equipment or machinery.
- (h) Vehicles or equipment may be used as a trade-in on replacement equipment without requiring competitive bids.

(Ord. 49-97. Passed 12-16-97; Ord. 10-2010. Passed 3-23-10-~~;~~ ; Ord. 32-2021. Passed 9-7-21.)

State Law reference— ORC 721.15

123.06 - RETURNED CHECK POLICY.

The Finance Director is hereby authorized to establish and maintain an approved returned check policy and procedures.

(Ord. 49-97. Passed 12-16-97.)

123.07 - EXPENDITURE APPROVAL SYSTEM.

Any person who expends funds on behalf of the Municipality over the sum of five thousand dollars (\$5,000.00) shall obtain the approval of the department head, Finance Director or designee, and the City Manager prior to the expenditure. Any expenditure below the sum of five thousand dollars (\$5,000.00) requires the approval of the department head and Finance Director or designee. Any expenditure that does not have the required approval may be void. The unauthorized expenditure may become the responsibility of the person making the expenditure.

(Ord. 49-97. Passed 12-16-97; ~~Ord.~~ [O-19-2015](#). Passed 5-19-15)

123.08 - MUNICIPAL PAYROLL.

The municipal payroll shall be prepared by the Department of Finance and shall include the name and pay rate of each person. The expenditure for the payment of current payrolls shall be charged to an appropriation for such purpose, provided that the positions of each employee and their compensation have been determined prior thereto by resolution or ordinance. ~~and approved by the City Manager.~~ The ~~Administrator~~[Director of Finance](#) shall finally approve the payroll, ~~and the Director of Finance shall prepare and~~ payments for the amounts shown to the employees named ~~shall be prepared~~. It shall not be necessary to encumber payrolls before payment is made.

(Ord. 49-97. Passed 12-16-97; ~~Ord.~~ [32-2021](#). Passed 9-7-21.)

State Law reference— ORC 9.41, 5705.46

123.09 - COLLECTION OF PUBLIC MONEYS.

All officials and employees are liable for all public money received or collected by them or their subordinates under color of office. All money received or collected by an official or employee and not otherwise paid out according to law shall be paid to the Department of Finance for deposit in the Municipal Treasury within two (2) working days after receipt. Money held on deposit shall be retained until claimed by its lawful owner. If not claimed within a period of five (5) years, the money shall revert to the General Fund.

(Ord. 49-97. Passed 12-16-97.)

State Law reference— ORC 9.38, 9.39

123.10 - APPROPRIATION REQUIRED FOR EXPENDITURE.

No contract or purchase order involving the expenditure of money for one thousand dollars (\$1,000.00) or more shall be entered into until the Director of Finance first determines that the amount

required to meet the obligation has been lawfully appropriated for such purpose. In the case of a continuing contract or lease to be performed in part in a continuing year, the amount to be appropriated is limited to the amount to be spent in the current fiscal year. The amount of the obligation under such contract or lease remaining unfulfilled at the end of the fiscal year shall be included in the annual appropriation measure for the next year.

(Ord. 49-97. Passed 12-16-97; Ord. 32-2021. Passed 9-7-21.)

State Law reference— ORC 5705.41, 5705.44

123.101 – “FISCAL OFFICER CERTIFICATE” AND PURCHASE ORDER REQUIREMENTS.

Except as listed below, no contract involving the expenditure of money shall be entered into or authorized by the City Manager unless the Director of Finance or designee shall first certify that: (1) funds required for the contract are in the City’s treasury or in the process of collection; and (2) funds have been appropriated by Council for the specified purpose and remain unencumbered. This certification may be outlined in a “Fiscal Officer Certificate” and/or included on a system generated purchase order.

The following items, due to their recurring nature and the manner in which they are budgeted, do not require a “Fiscal Officer Certificate” and/or system generated purchase order prior to payment processing, provided that required funds are available and have been appropriated by Council for the specified purpose and remain unencumbered:

- (a) Debt service payments as authorized in agreements (Bonds, Notes, Loans, etc.)
- (b) Utility services including but not limited to electricity, gas, water, sewer, and communications
- (c) Bank fees, credit card processing fees, County auditor and treasurer fees, income tax collection fees and similar fees incurred related to the collection of, processing of, or custody of City funds
- (d) Real estate taxes related to City-owned property
- (e) Income tax and property tax revenue sharing with other entities in accordance with authorized agreements
- (f) Payments related to economic development incentive agreements
- (g) Purchases for items and services less than one thousand dollars (\$1,000.00)
- (h) Purchases in which a separate “Fiscal Officer Certificate” and City Manager authorization have been obtained as part of a contract prior to purchase and in which a one-time payment in the full amount of the contract will be made
- (i) Purchases in which the invoice or obligation date precedes the “Fiscal Officer Certificate” date, so long as the Finance Director determines: (1) funds were available at the time of purchase and accounted for in the current appropriations; (2) the purchase is related to an existing project, grant or agreement; and, (3) the purchase has obtained City Manager approval

(Ord.32-2021. Passed 9-7-21.)

123.102 – COUNCIL AUTHORIZATION.

All contracts and/or agreements for the purchase of goods and materials or the provision of labor (not including professional services) that exceed \$100,000 must first be authorized by City Council resolution prior to entering into the contract or agreement. Contracts and/or agreements for professional services may, but are not required to be brought to City Council for approval. All contracts and/or agreements for the purchase of goods and materials or the provision of labor under \$100,000 shall not require legislative approval -by council. may be authorized by the City Manager.

(Ord. 32-2021, Passed 9-7-21.)

123.11 - PROCESSING INVOICES.

Vendors supplying goods and services to the Municipality shall render invoices therefor. Invoices shall be delivered to the Department of Finance for processing. Prior to processing payment, the Department of Finance shall receive from the official or employee ordering the goods or services an assurance that the goods were received or the services rendered. The Director of Finance shall establish procedures for providing the assurance.

(Ord. 49-97, Passed 12-16-97.)

123.12 - COMPETITIVE BIDDING REQUIREMENT.

- (a) —The AdministratorCity Manager shall make contracts, purchase supplies and materials, and provide labor for any work under the Administrator'sCity Manager's supervision involving not more than fiftyseventy-fiveone hundred thousand dollars (\$50100,000.00) without requiring competitive bidding. When an expenditure, other than the compensation of persons employed by the Municipality, exceeds fifty thousand dollars (\$50,000.00), the expenditure shall first be authorized and directed by ordinance of the Council.
- (b) When so authorized and directed, for construction contracts, except where the contract is for equipment, services, materials, or supplies to be purchased under ORC 125.04, 713.23(D), or 5513.01 or available from a qualified nonprofit agency pursuant to ORC 4115.31 through 4115.35, or required to be purchased from a qualified nonprofit agency under ORC 125.60 through 125.6012, the AdministratorCity Manager shall make a written contract with the lowest and best bidder after advertisement for not less than two (2) nor more than four (4) consecutive weeks in a newspaper of general circulation within the Municipality. The bids shall be opened and shall be publicly read by the AdministratorCity Manager or a person designated by the AdministratorCity Manager at the time, date and place specified in the advertisement to bidders or specifications. The time, date and place of bid openings may be extended to a later date by the AdministratorCity Manager, provided that written or oral notice of the change shall be given to all persons who have received or requested specifications no later than ninety-six (96) hours prior to the original time and date fixed for the opening. All construction contracts shall be executed in the name of the Municipality and signed on its behalf by the AdministratorCity Manager and the Clerk.
- (c) When so authorized and directed, for procurement contracts, the City Manager shall make a written contract with the lowest and best bidder after solicitation of bids from persons producing or dealing in the relevant field of equipment, materials, supplies, services, or professional services after advertisement for not less than two (2) nor more than (4) consecutive weeks in a newspaper of general circulation within the Municipality. Direct solicitation of vendors for procurement contracts in addition to the required general advertisement is acceptable for specialized purchases or contracts. Additional information may be requested from one (1) or more bidders to determine the lowest and best bid.
- (d) A general notice of upcoming bids for construction or procurement contracts shall be included on the city's website.
- (be) —The Council may provide, by ordinance, for central purchasing for all offices, departments, divisions, boards, and commissions of the Municipality, under the direction of the AdministratorCity Manager who shall make contracts, purchase supplies or materials, and provide labor for any work of the Municipality in the manner provided by this section.
- (ef) —Each bid shall contain the full name of every person interested in the bid. If the bid is for a contract for construction, demolition, alteration, repair, or reconstruction of an improvement, it shall meet the requirements of Section 123.14. The AdministratorCity Manager may reject any and all bids. The contract shall be between the Municipality and the bidder.

(Ord. 28-98. Passed 9-15-98; Ord.32-2021. Passed 9-7-21.)

123.13 - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

Editor's note— Former Section 123.13 was repealed by Ordinance 37-2001, passed August 21, 2001.

123.14 - BID GUARANTEES FOR PUBLIC IMPROVEMENTS.

Each person bidding for a contract for the construction, reconstruction, improvement, enlargement, alteration, repair, painting, or decoration of a public improvement shall file a bid guarantee with the bid in the form of either:

- (a) A bond for the full amount of the bid;
- (b) A certified check, cashier's check, or letter of credit equal to ten percent (10%) of the bid.

The bid guarantee shall be conditioned to provide that, if the bid is accepted, the bidder will enter into a contract in accordance with the bid. If for any reason, other than as authorized by Section 123.15, the bidder fails to enter into a contract and the award is made to the next lowest bidder, the bidder is liable for the difference between the bid and the next lowest bidder, or for a sum not to exceed ten percent (10%) of the amount bid, whichever is less.

All bid guarantees filed pursuant to this section shall be deposited with the Finance Director. A surety company authorized to do business in Ohio shall issue all bonds filed pursuant to this section.

Bid guarantees shall be returned to all unsuccessful bidders immediately after the contract is executed.

If the bidder enters into the contract, at the time the contract is entered into, a bond shall be filed for the amount of the contract to indemnify the Municipality against all damage suffered by failure to perform the contract. The bond shall be used to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract. The bid guarantee shall be returned upon the filing of the bond.

(Ord. 49-97. Passed 12-16-97.)

State Law reference— ORC 153.54

123.15 - WITHDRAWING A BID.

A bidder for a contract for a public improvement may withdraw his bid from consideration if the price bid was substantially lower than other bids. To be withdrawn, the reason has to involve a clerical mistake as opposed to a judgment mistake and has to be due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor or material. Notice of a claim of right to withdraw the bid must be made in writing within two (2) business days after the conclusion of the bid opening procedure. The notice is to be sent to the Finance Director.

No bid may be withdrawn when the result would be awarding of the contract on another bid to the same bidder.

No bidder who is permitted to withdraw a bid shall supply any material or labor to the person to whom the contract is awarded.

If a bid is withdrawn, the Finance Director may award the contract to the next lowest bidder or reject all bids and resubmit the project for bidding.

If the Finance Director contests the right of the bidder to withdraw a bid, a hearing shall be held within ten (10) days after the opening of the bids. The Finance Director shall give the withdrawing bidder timely and reasonable notice of the time and place of the hearing.

A record of the testimony and other evidence shall be taken. The bidder shall pay the costs of the hearing. A decision shall be rendered within five (5) days after the hearing.

If the claim for withdrawal is denied and the bidder elects to appeal or otherwise refuses to perform, the Finance Director may reject all bids or award to the next lowest bidder.

(Ord. 49-97. Passed 12-16-97.)

State Law reference— ORC 9.31

123.16 - CONTRACTS FOR PUBLIC IMPROVEMENTS.

With respect to a contract for a public improvement, the award and execution of the contract shall be made within sixty (60) days after the date on which the bids are open unless the Finance Director extends the time. If the price of the contract exceeds the estimate by ten percent (10%) or more, the project may be rebid.

The price stated on the contract shall be used in determining the amount to be paid and shall constitute full and final compensation for all the work.

Partial payment to the contractor for work performed under the lump sum price shall be based on a schedule prepared by the contractor and approved by the architect or engineer and the Finance Director.

(Ord. 49-97. Passed 12-16-97.)

State Law reference— ORC 153.12

123.17 - RETAINAGE.

The Finance Director shall withhold ten percent (10%) from each payment to the contract as retainage. The money from retainage shall be returned to the contractor after the project is completed and accepted. The retainage may be used to complete the project if the contractor fails to perform.

(Ord. 49-97. Passed 12-16-97.)

State Law reference— ORC 153.13

123.18 – CONSIDERING MINORITY BUSINESS ENTERPRISE (MBE), WOMEN-OWNED BUSINESS ENTERPRISE (WBE), AND ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE) CERTIFIED BUSINESSES IN CONTRACTS.

MBE/WBE/EDGE vendors shall have equal business opportunity in the city's contracting process. This applies to all contracts, subcontracts, and procurement for services (including engineering and legal), supplies, equipment, and construction. The city shall strive to make MBE/WBE/EDGE firms aware of contracting opportunities to the fullest extent practicable thorough outreach and recruitment activities.

On no less than an annual basis, the Finance Director shall review and establish the participation goals for MBE/WBE/EDGE contracts. The goals are not and may not be treated as mandatory quotas. The annual review shall also be used to aid the city in its evaluation of the effectiveness of this chapter, and to identify areas in which the program may need to be modified.

All vendors presenting themselves as MBE/WBE/EDGE must be certified with the Ohio Department of Administrative Services, and have an active certificate.

(Ord. 32-2021. Passed 9-7-21.)



RESOLUTION R-39-2021

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 505.27 of the Ohio Revised Code, the Participating Community 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 Participating Community; and

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

WHEREAS, on May 6, 2021, the Participating Community, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2021 Solid Waste 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 Participating Community and its Residents; and

WHEREAS, following the June 10, 2021 official opening of the bids by the 2021 Solid Waste Consortium and consideration of bids for Collection Services, the Participating Community determined that the Collection Contractor is qualified to provide the Collection Services to the Participating Community 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 Participating Community has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Road, Columbus, Ohio 43201 unless otherwise required by the Participating Community; and Yard Waste shall be delivered to any Yard Waste

Services provider that has a contract with SWACO or is otherwise approved by the Participating Community; 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 Participating Community 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 Participating Community and the Collection Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

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: 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, Ohio pursuant to the attached Exhibit A or substantially similar thereto.

Section 2. It is hereby found and determined that all formal actions of 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 3. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 07/29/2021

Introduced: 08/24/2021

Revised:

Adopted:

Effective:

**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 _____, 2021, is by and between the City of New Albany, Ohio, with its principal office located at 7800 Bevelhymer Road, P.O. Box 188, New Albany, Ohio 43054 (“Participating Community”), and Rumpke of Ohio, Inc., an Ohio corporation with an office located at 3990 Generation Drive, Cincinnati, Ohio 45251-4906 (“Collection Contractor”).

RECITALS

WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Participating Community 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 Participating Community; and

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

WHEREAS, on May 6, 2021, the Participating Community, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2021 Solid Waste 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 Participating Community and its Residents; and

WHEREAS, following the June 10, 2021 official opening of the bids by the 2021 Solid Waste Consortium and consideration of bids for Collection Services, the Participating Community determined that the Collection Contractor is qualified to provide the Collection Services to the Participating Community 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 Participating Community has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Road, Columbus, Ohio 43201 unless otherwise required by the Participating Community; and Yard Waste shall be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community; 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 Participating Community 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 Participating Community 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 Participating Community 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, Residential Unit Equivalents, Participating Community Facilities and during certain Special Events within the Participating Community to the Designated Facilities. Except in the event a Participating Community implements a Food Waste, Textile or 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 Services Agreement shall be effective on the date of last execution.

The term of the Collection Services Agreement shall commence 12:01 a.m. on the 1st day of January, 2022 and expire at midnight on the 31st day of December, 2024. The Agreement shall be automatically renewed, and the term extended, for two additional consecutive one-year periods (commencing at 12:01 a.m. on the 1st day of January, 2025 and expiring at midnight on the 31st day of December, 2025, and commencing at 12:01 a.m. on the 1st day of January, 2026 and expiring at midnight on the 31st day of December, 2026, respectively).

The Participating Community has the option, at its sole discretion, to not renew this Agreement. To exercise this option, the Participating Community must provide notification of non-renewal to the Collection Contractor in accordance with Section 8.2 herein no later than June 1st of the year immediately preceding the commencement of the

applicable one-year term. Any extensions to this Collection Agreement shall be sequential and continuous.

Additionally, the Participating Community agrees not to issue an invitation to bid for Collection Services to be provided during a period of time contemporaneous to any one-year extension term under this Collection Agreement, unless the Participating Community has already issued a notice of non-renewal to the Collection Contractor in accordance with this Section.

- 2.3 Implementation Plan.** On or before October 1, 2021, 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 provide to the Participating Community and SWACO the total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average number of round trips to the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility). The Collection Contractor shall submit to the Participating Community and SWACO certification of the following: (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles and type of vehicle (diesel, CNG), sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Collection Contractor's employees have been identified and completed training relating to the Participating Community-approved Collection Routes (required to be submitted the Participating Community for approval). The Participating Community may incorporate additional time restrictions, notwithstanding Section 4.3, such as for major roads during rush hour; (c) that Participating Community-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 containers is complete, if applicable; (e) that the Collection Contractor will deliver the Recyclable Materials to the Participating Community's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the 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. Collection and Delivery Services.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, Residential Unit Equivalent, Participating Community Facilities and during Special Events located within the Participating Community.

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 Participating Community-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 Participating Community 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 Participating Community. The Collection Contractor shall pay to the owner or operator of the Participating Community-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 Participating Community-Designated Facilities. The Participating Community shall pay the Recycling Processing fees unless otherwise indicated in Exhibit E. The charge by the Participating Community-Designated Facilities shall be limited to the charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill or Transfer Station operated by SWACO, 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 Participating Community, and the rates and charges for Recycling Processing at the Participating Community's Designated Facility. Source-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. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. The Collection Contractor shall install, if not already installed, and use equipment capable of reading information on the Radio Frequency Identification (RFID) tag in collection vehicles used by the Collection Contractor. 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 Participating Community.

The Collection Contractor shall be 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 Participating Community shall have the right to perform such cleanup services using Participating Community employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

All vehicles and equipment may be inspected from time to time by the Participating Community to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Participating Community that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Participating Community, 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 Participating Community. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the Participating Community.

- 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 Participating Community, which shall be manned by a live operator and a supervisor on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the Participating Community. Provided that the Participating Community 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 Participating Community, 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 Participating Community may provide Residential Units with a 65- or 95-gallon, wheeled collection container for Recyclable Materials, in which case the Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Participating Community-provided collection container. In the event a Resident chooses to rent an additional collection container(s) for Recyclable Materials, the Collection Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated in Exhibit G. In no event shall the Participating Community be responsible for the costs of such Contractor-provided collection container(s) for Recyclable Materials.

In the event that the Participating Community does not provide residents with collection containers for Recyclable Materials, the Collection Contractor shall provide each Residential Unit with one (1) 96-gallon (unless a different size is indicated in Exhibit E), wheeled and lidded recycling container at no additional charge. The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided container 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. If the Participating Community has not provided Residential Units with a collection container, the Collection Contractor may also offer to rent an additional 48-, 64-, or 96-gallon, wheeled collection container for Recyclable Materials to Residents at the price stated on Exhibit G.

3.7. Solid Waste and Yard Waste Collection Containers.

Unless otherwise provided by the Participating Community, Residents shall provide Solid Waste collection containers. Residents shall also provide containers for Yard Waste. The volume of Solid Waste and Yard Waste placed curbside for collection by each Residential Unit or Residential Unit Equivalent shall be unlimited, and the Collection Contractor shall collect such Solid Waste and Yard Waste. 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 Participating Community or Collection Contractor-provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags or containers approved by the Participating Community and SWACO. Any containers shall be 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 such as 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. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Bulk Items collected by the Collection Contractor, including the number of individual Bulk Items or an estimated volume/tonnage.

3.9. Collection of Chlorofluorocarbon (CFC) Appliances. Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the Participating Community-approved day for the collection of Solid Waste. 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 Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification and documentation 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 Participating Community 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.

Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Appliances containing CFCs collected by the Collection Contractor.

- 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 of the Participating Community.
- 3.11. Services at Participating Community Facilities.** The Collection Contractor shall provide collection containers to the Participating Community at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached hereto 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 Participating Community at no additional charge, unless otherwise indicated in Exhibit E, provided that the Participating Community's 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 Participating Community upon written notice to the Collection Contractor. Unless otherwise stated in Exhibit E, the Collection Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E and provide collection and delivery to the Participating Community-Designated Facility for Recyclable Materials at no additional charge.
- 3.12. Collection at Special Events and Minor Remodeling Projects of Participating Community 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 Participating Community 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 Participating Community, and collect and dispose the Solid Waste in such additional containers without additional charge, unless otherwise indicated in Exhibit E. The Collection Contractor shall provide open top roll-off containers and of up to thirty (30) yards capacity for the minor remodeling of any Participating Community Facility, up to five (5) pulls per year without additional charge, unless otherwise indicated by Exhibit E.

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 Participating Community 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. Unless indicated otherwise in Exhibit E, 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 indicated in Exhibit E or otherwise agreed in writing, no additional fee shall be charged to the Participating Community for these services notwithstanding the frequency of collections that may be required at Participating Community 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 Participating Community, unless the Participating Community 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 Participating Community 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, 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.** In addition to the route information provided pursuant to Section 2.3, above, on or before October 1, 2021, the Collection Contractor shall furnish the following to the Participating Community, for approval: (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, identification of any route not made pursuant to this Collection Agreement that is combined with a route under this Collection Agreement prior to transporting Solid Waste, Recyclable Materials, or Yard Waste to a Participating Community-Designated Facility, the number of Residential Units and Residential Unit Equivalents per route, the total number of Residential Units under the Contract, including currently unoccupied and vacant Residential Units that could receive service in the future, the total number of Residential Unit Equivalents under the Contract, and the addresses of all Residential Units and Residential Unit Equivalents under the Contract; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the Participating Community (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 Participating Community.) The Collection Contractor shall not change the day of collection without written approval by the Participating Community. In the event such a change is approved by the Participating Community, 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 Participating Community 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 Participating Community-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.
- 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 Participating Community 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 Participating Community may, at the Participating Community'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 or, if preferred by the Residential Unit owner or tenant, by electronic means, listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services, including the obligation to place only accepted Recyclable Materials and Yard Waste in the appropriate containers. Notice shall identify the Recyclable Materials and Yard Waste acceptable for processing, a contact telephone number for the Participating Community and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The notice may include notification of any fuel price adjustments implemented pursuant to Section 6.5. The initial notice, including the procedures and obligations, shall be submitted to the Participating Community for approval. Subsequent notices shall be submitted to the Participating Community for approval not later than twenty (20) days prior to mailing to the Residential Units. The bid price shall include all costs associated with development and distribution of the written notice.
- 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 Participating Community 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 Participating Community 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. Notwithstanding the foregoing requirements, all re-usable collection containers shall be returned in a manner and to a location such that the container does not create a hazard to pedestrians or motor vehicles. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the requirements set forth in this section three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 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 maintained, repaired, and 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, except where prohibited pursuant to Section 4.11, 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 Participating Community with copies of all tags left at each Residential Unit pursuant to this Section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the Participating Community 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 Participating Community 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, specifically including, but not limited to, applicable traffic laws as well as 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. When performing the Collection Services, the Collection Contractor's employees shall operate the Collection Contractor vehicles with due regard for the safety of all persons and property. The Participating Community may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Participating Community.

- 4.11. Daily Reports.** The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the Participating Community. This report shall be provided to the Participating Community 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 Participating Community may agree to utilize a different procedure, provided such agreement is in writing.
- 4.12. Collection Contractor's Response to Complaints.** The Participating Community 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 Participating Community 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 Participating Community 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. Biannual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in April and October of each contract year or other dates as indicated by the Participating Community and provide the survey results to the Participating Community and the Solid Waste Authority of Central Ohio no later than May 31st and November 30th of the survey year. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a Recyclable Materials container is placed out for collection on a regularly scheduled collection day. The Collection Contractor shall conduct the survey for all Residential Units and Residential Unit Equivalents in the Participating Community 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 Residential Units and Residential Unit Equivalents eligible for service under the Contract. 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 Participating Community any notice or order from any governmental agency or court or

any event, circumstance or condition, including Force Majeure, 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 Participating Community'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 Participating Community 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 Participating Community its written response to any such demand. In the event that the Participating Community does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Participating Community and its Residents, the Participating Community 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 Participating Community 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 Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of Two hundred seventy-four thousand, nine hundred twenty dollars (\$274,920.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Participating Community, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Participating Community 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 Participating Community 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 Participating Community. 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 Participating Community and authorized to do business in the State of Ohio. The Participating Community shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Participating Community promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the

Participating Community 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 Participating Community 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 Participating Community 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 Participating Community 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 Participating Community, 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 Participating Community, 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 Participating Community, 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 Participating Community.
- 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 Participating Community 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 Participating Community.

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

- 6.1. Contractor to Bill and Obtain Payment of Service Charges From Residential Units.** At the option of the Participating Community at any time during the term of the contract and as authorized by Section 3707.43 or 505.27(A) and 505.31(B) of the Ohio Revised Code, the Collection Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Collection Contractor under this Agreement on a quarterly (or monthly) basis on behalf of the Participating Community. 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 and, unless otherwise provided by this Collection Agreement, shall not contain any additional charges, including but not limited to charges for payment by credit card or automatic payment. 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 (or monthly) 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 Participating Community may require the Contractor to include a service charge for Recycling Processing Fees using the following formula:

$$\frac{X \text{ tons (Participating Community's average annual tonnage)}}{\# \text{ of Residential Units in Participating Community}} = Y$$
$$\frac{Y}{12 \text{ months}} = Z$$

$$Z \times \$35.00 \text{ (per ton Recycling Processing Fee)} = \text{per Residential Unit per month Recycling Processing service charge}$$

*X (the Participating Community's average annual tonnage) shall be an average of the Participating Community's reported tonnage of Recyclable Materials for the previous three (3) calendar years.

If utilized, the per Residential Unit per month Recycling Processing service fee shall be reconciled at the end of each calendar year using the actual reported annual tonnage and Recycling Processing fees charged for the year. Any over credit or additional charge shall be issued to each Residential Unit on the next invoice issued by the Collection Contractor.

All fees for Collection Services collected by the Collection Contractor for the Participating Community shall be placed into and held in a separate and distinct account to the credit of the Participating Community. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate Participating Community official is obtained. Within five (5) to seven (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of the Participating Community 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 Participating Community. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the Participating Community within three (3) business days. The Participating Community may, upon ninety (90) days' notice to the Collection Contractor, terminate the Collection Contractor billing service and pay the Collection Contractor directly for the services.

The Collection Contractor shall provide the Participating Community with quarterly statements reporting the addresses of all Residential Units that are delinquent in payment of Service Charges. An account is delinquent when it has not been paid for at least one prior quarter of Service Charges. In the event of non-payment by the Owner of a Residential Unit, the Collection Contractor shall continue to provide Collection Services in a like manner unless and until the Collection Contractor receives written notice from the Participating Community to suspend or terminate Collection Services at a particular address. During the first or any subsequent quarter of non-payment by the Owner of a Residential Unit, the Collection Contractor is permitted to take any commercially reasonable action to collect delinquent payments other than suspension or termination of service, but is not obligated to take any actions besides those outlined herein.

Following the first full quarter of non-payment of Service Charges, the Collection Contractor shall provide the Participating Community with an individual letter addressed to the Owner of each Residential Unit that is delinquent in payment of Service Charges. The letter is to be signed and sent via certified mail by the fiscal officer of the Participating Community to the Owner of the Residential Unit notifying the Owner of any unpaid Service Charges. The delinquency notice shall contain language approved by the Board advising the Owner that Service Charges are due and owing to the Participating Community, and the failure to pay the Service charges may result in additional late fees, reasonable interest, or costs of collecting delinquent charges to be assessed against the property, in addition to the Service Charges. The Collection Contractor shall be responsible for obtaining the Owner's address for the written demand, and shall be

responsible for calculating the amount of payment due and owing for Service Charges. If the Collection Contractor is unable to ascertain the mailing address of the Owner of a Residential Unit that is delinquent, the Collection Contractor shall post a delinquency notice at the Residential Unit.

Following the commencement of the written demand process for any delinquent account, the Collection Contractor shall submit reconciliation reports to the Participating Community each quarter. Each report shall provide details on the status of all delinquent accounts, and shall include the cost of Service Charges as well as late fees, reasonable interest, or cost of collection, if applicable and charged by the Participating Community.

If the written demand does not result in payment within sixty (60) days, the Participating Community may proceed with further collection efforts pursuant to Section 505.29 of the Ohio Revised Code or applicable municipal ordinance(s). The unpaid Service Charges, as well as late fees, reasonable interest, or cost of collection, if applicable, shall constitute a lien upon the property served, and shall be collected in the same manner as other property taxes. When the Participating Community collects a past due amount for non-payment of Service Charges, the Participating Community shall promptly forward to the Collection Contractor no less than the full amount due and owing for the provision of Collection Services. The Participating Community may also include all or a portion of any late fee, reasonable interest, or cost of the collection of delinquent charges assessed to compensate the Collection Contractor on an equitable basis. The Participating Community may, upon ninety (90) days' notice to the Collection Contractor, terminate the Contractor billing service and pay the Contractor directly for the services.

- 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), even if corrected within twenty-four (24) hours, the Participating Community may withhold Twenty-Five Dollars (\$25.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. If the miss or failed collection is not corrected by the Collection Contractor within twenty-four (24) hours after receiving a report of such miss, by the Participating Community or the owner or occupant of the Residential Unit, the Participating Community may withhold Fifty Dollars (\$50.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. In the event that the Participating Community 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 Participating Community 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 fifty dollars (\$50.00) per hour for cleanup services performed by the Participating Community. If the Collection Contractor has violated the container handling requirements set forth in Section 4.7 three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the Participating Community may withhold from payment or the

quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of one hundred dollars (\$100.00) per Residential Unit. In the event the Participating Community is charged by the Recyclable Materials processing designated facility for contaminated loads or excessive residuals, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of the charge.

The remedies available pursuant to this Section are in addition to any other remedies available to the Participating Community pursuant to this Collection Agreement, and the Participating Community's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the Participating Community of the right to exercise any remedy in response to subsequent failures to perform. In addition, the Participating Community may direct that any of the above deductions apply to the invoice for Service Charges for the Owner of a Residential Unit or Residential Unit Equivalent impacted by the Collection Contractor's non-performance.

- 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 Participating Community. 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 Participating Community that Collection Services is not required at the unoccupied or vacant Residential Unit. The Participating Community shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the Participating Community 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 and Report.** 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 Participating Community:
- (a) Records regarding Bulk Item as required by Section 3.8 herein;
 - (b) Records regarding appliances containing CFCs as required by Section 3.9 herein;
 - (c) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;
 - (d) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein;
 - (e) Results of the two residential recycling participation surveys and respective numbers of participants and non-participants, as required by Section 4.13 herein;
 - (f) Records regarding addresses of all Residential Units and Residential Unit Equivalents which are delinquent in payment of Services Charges, as required by Section 6.1 herein;

- (g) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein;
- (h) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
- (i) A record of the number of collection container types by volume and address within the Participating Community and collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
- (j) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Participating Community-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Participating Community-Designated Facilities, as required by Section 6.8 herein; and
- (k) Copies of weight receipts and invoices that the Collection Contractor obtains from the Participating Community-Designated Facilities, as required by Section 6.8 herein.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on an annual basis. Following the first year of the Term, the annual report containing data for the preceding calendar year shall be submitted no later than January 30th each remaining year of the Term.

Annually, the Collection Contractor and the Participating Community shall meet to establish, if needed, an updated number of Residential Units eligible under the Contract, including currently unoccupied and vacant Residential Units pursuant to Section 6.3 that could receive service in the future, an updated number of Residential Unit Equivalents, and an updated address list. The Collection Contractor and Participating Community shall also review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the Participating Community and its Residents and delivered to the Participating Community-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, there is a decrease in the average per household generation of Solid Waste of more than ten percent (10%), the per Residential Unit base-line charge included in Exhibit G, not including any fuel price adjustments, collection container rental charges, or other fees, shall be reduced as follows:

$$\text{Per Residential Unit base-line charge} = \frac{\text{Tonnage Decrease} \times \text{Tipping Fee}}{\text{\# of Households}}$$

6.5. Adjustment for Changes in Cost of Fuel. Either the Collection Contractor or the Participating Community may request a quarterly per Residential Unit fuel price adjustment for Collection Services in a form approved by the Participating Community. For purposes of this provision, a request for fuel price adjustment, upon approval by the

Participating Community or Collection Contractor, as applicable, will result in an adjustment to the Collection Contractor's invoice received by the Participating Community or Residential Units. All fuel price adjustment requests and approvals shall be in writing and a copy shall be provided to SWACO. 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 May 31, 2021 (the Monday preceding the Bid opening), 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 (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.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 Participating Community, (including miles traveled on the Collection Route, and average number of round trips to: the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-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 plus RUE, where RU = the number of Residential Units and RUE = the number of Residential Unit Equivalents .

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

An alternative fuel adjustment formula for CNG vehicles may be proposed by the Collection Contractor, and if approved by the Participating Community, may be incorporated into this Agreement.

The Collection Contractor shall notify owners and/or tenants of Residential Units or Residential Unit Equivalents of any fuel price adjustment made pursuant to this Section. Such notification shall be given no later than 30 days following approval of the fuel price adjustment and may be included in the notice required by Section 4.4 herein.

6.6. Permissible Pass-Through Charges. The following fees, rates, or charges shall be passed on by the Collection Contractor:

- (a) Any and all governmental fee increases or decreases for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the Participating Community-Designated Recycling Services and Yard Waste Services Facilities. 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;
- (b) Any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill; and
- (c) Any increase or decrease in a rate or charge incurred for disposal or processing of organics, Food Waste, or Yard Waste at a Designated Facility or SWACO-approved facility.

The Collection Contractor shall give the Participating Community 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 Recyclable Materials Processing: (1/4) (per ton price difference) ÷ 12
For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

Any charge for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility shall be the sole responsibility of the Collection Contractor. If any such charges are assessed to the Collection Contractor, the Collection Contractor shall notify the Participating Community within 48 hours of receiving the charge.

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 Participating Community:

- (a) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day;
- (b) A record of the number of collection container types by volume and address within the Participating Community collected by the Collection Contractor on each regular collection day;

- (c) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Participating Community-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Participating Community-Designated Facilities;
- (d) Copies of weight receipts and invoices that the Collection Contractor obtains from the Participating Community-Designated Facilities;
- (e) Records regarding Bulk Item as required by Section 3.8 herein;
- (f) Records regarding appliances containing CFCs as required by Section 3.9 herein;
- (g) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;
- (h) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein; and
- (i) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on a monthly basis within thirty (30) days of the close of each month.

The Collection Contractor shall also utilize the data management system selected by the Participating Community and report volumes in tons collected of Solid Waste, Yard Waste and Recyclable Materials for the Participating Community 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 Participating Community 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 Participating Community 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 Participating Community may terminate the Collection Agreement in the following manner: the

Participating Community 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 Participating Community 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 Participating Community may terminate this Collection Agreement. Any such termination shall not take effect until the Participating Community is able to secure alternate or substitute performance for the Collection Services. The Participating Community 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 Participating Community, in the exercise of the reasonable discretion of the Participating Community.

- 7.2. Surety or Participating Community 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 Participating Community 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 Participating Community is unable to provide or obtain cover, the effective termination date may be delayed by the Participating Community until the Participating Community 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 Participating Community'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 Participating Community 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 Participating Community 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 Participating Community 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 Participating Community 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 Participating Community, the Participating Community 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 Participating Community 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. Expiration/Termination of Participating Community-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain Participating Community-Designated Facilities. In the event of expiration or termination of an agreement with a Participating Community-Designated Facility, and until notification by the Participating Community of an alternative facility selected by the Participating Community, the Collection Contractor shall be excused from delivering materials to the Participating Community-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the Participating Community's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate Participating Community-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of utilizing an alternate facility due to the expiration or termination of a Participating Community-Designated Facility agreement shall be documented and provided to the Participating Community. Any additional reasonable costs as determined by the Participating Community 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 Participating Community 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 Participating Community is able to issue a replacement Invitation to Bid. In the event of termination by the Participating Community 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.** Unless stated otherwise herein, 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 Participating Community, 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 Participating Community or the Collection Contractor arising out of a breach of this Collection Agreement by the Participating Community or the Collection Contractor shall be effective unless in writing signed by the Participating Community 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 Participating Community, 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 Participating Community and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the Participating Community 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)

(Date)

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)

(Date)

EXHIBIT A

Defined Terms

2021 Consortium or 2021 Community Consortium: collectively the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

Bid Bond: a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Collection Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Joint Bid Process.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

Bid Form: the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Collection Services and related services.

Bulk Items: any single item of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances.

Carry-out Collection Services: the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than that defined as Curbside.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste, Recyclable Materials and/or Yard Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor or Contractor: the individual or entity selected by the Participating Community for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Community.

Collection Routes: the route identified by the Collection Contractor pursuant to Section 4.1 of the Collection Agreement and approved by the Participating Community as per the Implementation Plan and identifies the mileage for purposes of Section 6.5 of the Collection Agreement.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events within the Participating Community.

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials or Yard Waste placed by the Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by the Participating Community.

Disposal Service: the delivery and acceptance of Solid Waste at the Franklin County Sanitary Landfill (or any in-district transfer station owned and operated by SWACO).

Effective Date: the date of last execution of the Agreement for the Collection Services.

Food Waste: means (i) waste material of plant or animal origin, or a combination thereof, that results from the preparation or processing of food for animal or human consumption, (ii) that is separated by the generator from the municipal solid waste stream, and (iii) managed separately from other solid waste materials, including, but not limited to materials not capable of decomposing to compost. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

Force Majeure: Any failure or delay in performance under this Agreement due to circumstances beyond a party's reasonable control that could not have been prevented or avoided if such party had exercised reasonable diligence, including, without limitation, Acts of God, war, terrorist acts, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

Franklin County Sanitary Landfill: the location where all Solid Waste must be ultimately delivered according to SWACO Rules, located at 3851 London Groveport Road, Grove City, Ohio, 43123.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

Identified Facility or Designated Facility: the location or facility, within SWACO's jurisdiction or an associated SWACO facility, to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials or Yard Waste based upon agreements between the Participating Communities and such facilities, or SWACO Rules.

Invitation to Bid: the request of the Participating Communities to secure the Collection Services.

Joint Bid Process: the bidding process for the Collection Services and other optional services of the Participating Communities.

Judicial Set-Out Order/Eviction: When a court or landlord authorizes an eviction, the Residential Unit Owner is responsible for the clean-up of any remaining debris from the street following the eviction or court-ordered twenty-four (24) hour period. The Residential Unit Owner may contract with a private hauler or if collected by the Collection Contractor, the Collection Contractor may directly bill the Residential Unit Owner at the bid price on Exhibit G(II).

Multi-Family: A residential dwelling consisting of four (4) or more units, unless otherwise defined as a Residential Unit Equivalent by the Participating Community.

Municipal Facilities: Participating Community-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreement.

Notice of Award: written notification that a Bid has been accepted by the Participating Community for the Collection Contractor to provide the Collection Services.

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the Participating Community is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 95-, 65-, or 35-gallon collection containers.

Owner: the legal titleholder(s) of record of any Residential Unit or Residential Unit Equivalent within the Participating Community, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Communities: the following political subdivisions, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, and Westerville, as well as Blendon, Mifflin, Plain, and Washington Townships.

Participating Community: New Albany.

Participating Community-Approved Collection Route(s): the route showing the starting and ending points of collection within the Participating Community as approved by the Participating Community and the collection routes that the Collection Contractor shall use to provide the Collection Services.

Participating Community-Designated Facilities: the facilities where all Participating Community-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road, Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, Rumpke of Ohio, Inc., 1191 Fields Road, Columbus, Ohio 43201; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services, or any other facility designated by the Participating Community.

Performance Bond: the bond insuring performance of the Collection Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Materials or Recyclables: not less than the following: steel cans, aluminum cans (including empty aerosol containers), plastic bottles, jugs, and polypropylene tubs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). Any other materials identified as acceptable by the Recycling Services processor shall also be included.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the Participating Community-Designated Facility.

Resident: an adult occupant, Owner or tenant of a Residential Unit or Residential Unit Equivalent.

Residential Unit or Units: all residential dwellings within the corporate limits of the Participating Community occupied by a family unit, and considered by the Participating Community to qualify as a Residential Unit; including but not limited to residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the Participating Community.

Service Charges: the fee charged by the Collection Contractor to an Owner or to a Participating Community for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge, Recycling Processing service fee, or pass through charges permitted by this Collection Agreement. No other charges shall be included. A Collection Contractor may not charge multiple Owners for the shared use of the same Curbside Collection Services if each Residential Unit is not provided with a separate collection container.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

Solid Waste Authority of Central Ohio, or SWACO: the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during Participating Community-identified events listed on Exhibit E, attached to each Participating Community’s Collection Agreement and included in the Bid Documents, including but not limited to Participating Community-wide designated clean-up weeks.

Successful Bidder: the Bidder the Participating Community concludes has submitted the lowest price and best Bid for the Collection Services, receiving a final Notice of Award.

Textiles or Other Reusable Items: materials, including but not limited to clothing and other household items, frequently donated or collected for reuse by governmental, non-profit or other private entities.

Transfer Station: either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at 4262 Morse Road, Gahanna, Ohio 43230 and 2566 Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by the Solid Waste Authority of Central Ohio.

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than a fourth (1/4) of an inch in diameter, and similar material as meets the requirements for acceptance by the Yard Waste processing facility utilized by the Collection Contractor. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

Yard Waste Services: the acceptance and processing of Yard Waste by composting at a Participating Community-Designated Facility.

EXHIBIT B

Workers' Compensation Coverage

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to the Participating Community on a going-forward basis as Certificates expire.

EXHIBIT C

Implementation Plan Forms

Please attach "Certificate of Good Standing" (authorization to do business in the State of Ohio) and Implementation Plan details.

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of Section 3929.02 of the Revised Code are held and firmly bound unto the community of _____, Ohio ("Beneficiary") in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to Participating Community-Designated Facilities ("Collection Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 20____, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary)

By: _____

(Surety Secretary)

By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____.

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT E

City of New Albany, Ohio

Number of Residential Units: 3,500

Approximate annual volume of: Solid Waste 3400 tons
Recyclable Materials 1100 tons (Contractor shall supply 95 gallon residential recycling wheeled container with lid.)
Yard Waste 420 tons

Current Collection Day: Thursday

Entity that performs billing services: Contract Hauler

Entity that pays Recycling Processing Fees: City of New Albany

Collection contractor currently supplies 96-gallon Recycling Containers but New Albany may provide carts in the future.

Governmental Facilities and Community Events requiring service:

The City shall directly and separately pay for the following provision of collection containers and weekly service to the City by the Collection Contractor*:

Village Hall: 4CY dumpster (solid waste)

99 W. Main Street 4CY dumpster (recycling)

Police Station: 4CY dumpster (solid waste)

50 Village Hall Road (2) wheeled waste containers (recycling)

Public Service Facility: 8CY dumpster (solid waste)

7800 Bevelhymer Road 8CY dumpster (yard waste)

6CY dumpster (recycling)

30CY dumpster (solid waste street sweepings, 52 pulls per year)

Swickard Woods Park: 4CY dumpster (solid waste)

6545 New Albany-Condit Rd.

Phelps House (1) wheeled container (solid waste)

30 W. Main St. (1) wheeled container (recycling)

Community Events: Two community events per year, each requiring:

(2) 8CY dumpsters (solid waste, 1 pull only)

(1) 8CY dumpster (recycling, 1 pull only)

The Contractor shall provide two (2) eight-cubic yard dumpsters, four (4) four-cubic yard dumpsters, one (1) thirty-cubic yard dumpster and four (4) wheeled waste containers to the City for Municipal Facilities service at locations specified by the City.

*** The costs of such services shall be as indicated in Exhibit G, Part II and such costs shall not be included in the per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Recyclable Materials, and Yard Waste for the City of New Albany.**

The contractor shall collect once weekly all Solid Waste, Recyclable and Yard Waste materials deposited in the dumpsters.

In addition, the Contractor shall provide two (2) eight-cubic yard dumpsters and one (1) eight-cubic yard dumpster for collection of solid waste and recyclable material twice per year (1 pull each) for City community events.

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



2021 Consortium I

Invitation to Bid for the Collection, Transportation and Delivery for Disposal or
Processing of Residential Solid Waste, Recyclable Materials and Yard Waste
Generated by Residential Units, Residential Unit Equivalents, Municipal
Facilities and During Special Events to Participating Community-Designated
Facilities

May 6, 2021
Addendum #1
June 4, 2021

The following are responses to questions regarding the "Invitation to Bid for the Provision of Collection Services; Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste Generated by Residential Units, Municipal Facilities and During Special Events to City/Township Designated Facilities," previously released on May 6, 2021. This Addendum #1 is hereby incorporated into the Bid Documents. Any and all contrary or substitute statements, representations, or declarations encompassed within the previously issued Bid Documents are hereby superseded by this Addendum #1. Any and all additions or clarifications contained herein constitute supplemental information to be considered in addition to any previous information contained in the Bid Documents. This Addendum is being provided to all known interested Bidders who registered in accordance with the Legal Notice and Instructions to Bidders. A copy of Addendum #1 will also be included with all Bid Documents.

1. In prior consortium bids, some members reduced the Performance Bond amount from the required "100% of Annual Contract". Would Consortium I members consider a reduction of this amount?

Answer: No.

2. Under New Albany's "EXHIBIT E" there is an asterisk at the bottom indicating the costs of certain services are to be included in the charges for weekly residential collection of MSW, REC & YW. Which costs are you referring to since the municipal charges listed on the same pages appear to be "direct billed" to the City?

Answer: The Collection Contractor shall separately invoice both New Albany and Plain Township for Exhibit E services identified as "Governmental Facilities and Community Events requiring service:: at the prices included in Exhibit G – Part II and such costs shall not be included in the per household per month charge for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units and Residential Unit Equivalents.

3. Plain Twp. has two paragraphs that contradict each other. On EXHIBIT E compare line 7 with paragraph 8. I think you covered this in the pre bid. Just wanted to have it confirmed. Also, are the Special Event boxes paid for by the Township?

Answer: Plain Township's Exhibit E is revised as follows:

The Township shall directly and separately pay for the following provision of collection containers and weekly service to the City by the Collection Contractor.

~~The Contractor shall provide collection containers to the Township at the following location at no additional charge to the Township.~~

Additionally, Exhibit G – Bid Forms – Part II "Additional Mandatory Collection Services" is revised to include the following:

4. Who performs the billing in Dublin? Exhibit E says "not applicable."

Answer: Dublin pays for the services without billing the Residents.

5. Who performs the billing in Washington Twp.? Exhibit E says "not applicable."

Answer: Washington Township will pay for the services without billing the Residents. And as noted on Exhibit G – Bid Forms – Part I, "for this contract, Washington would like the Collection Contractor to provide only 95-gallon Solid Waste and Recyclable Material collection containers."

6. Where do the Contractors dispose of HHW during collection events?

Answer: Westerville's Exhibit E states:

In addition, the Contractor shall provide open top roll-off containers of up to forty (40) yards capacity for Solid Waste and Recyclable Materials at no charge upon request of the City for two Household Hazardous Waste Collection events.

The Collection Contractor is not handling HHW during these events, but is to supply the containers and provide collection and pay for disposal/processing for Solid Waste and Recyclable Materials collected at these events.

7. Westerville's Exhibit E is revised as follows:

Westerville Water Tr. 312 W. Main St. 4 YD FL/Month-MSW 2 Mon/Thu

Westerville PD 29 S. State St. 2 YD FL/Month-Com 2 Mon/Thu

8. Dublin is experiencing curb, turf and island damage in numerous areas.

Answer: The City of Dublin's Exhibit E is revised to state that Dublin may revise Section 3.2 of the Collection Services Agreement to require the Collection Contractor to utilize a single axel truck or another collection alternative proposed by the Collection Contractor and approved by the City for locations the City has reasonably determined such size is necessary in order to avoid damages to the curb, turf and island(s).

<u>Additional Solid Waste Collection for Municipal Facilities and Special Events (and pricing for New Albany and Plain Township opting to pay for Exhibit E services)</u>	Pulls/Collections Per Week*					
	1	2	3	4	5	6
Container Size						
Cart/tote up to ½ cubic	\$ 22.95	\$ 45.90	\$ 68.85	\$ 91.80	\$ 114.75	\$ 137.70
Yard or ≈ 95 gallon	\$ 22.95	\$ 45.90	\$ 68.85	\$ 91.80	\$ 114.75	\$ 137.70
2 to 3 cubic yards	\$ 32.64	\$ 65.28	\$ 97.92	\$ 130.56	\$ 163.20	\$ 195.84
4 cubic yards	\$ 36.72	\$ 73.44	\$ 110.16	\$ 146.88	\$ 183.60	\$ 220.32
6 cubic yards	\$ 42.84	\$ 85.68	\$ 128.52	\$ 171.36	\$ 214.20	\$ 257.04
8 cubic yards	\$ 48.96	\$ 97.92	\$ 146.88	\$ 195.84	\$ 244.80	\$ 293.76
10 cubic yards	\$ 58.75	\$ 117.50	\$ 176.26	\$ 235.01	\$ 293.76	\$ 352.51
6-cubic yd. compactors	\$ 262.16	\$ 524.32	\$ 786.48	\$ 1,048.64	\$ 1,310.80	\$ 1,572.96
8-cubic yd. compactors	\$ 339.55	\$ 679.10	\$ 1,018.65	\$ 1,358.20	\$ 1,697.75	\$ 2,037.30
30-cubic yd compactors	\$ 3,020.40	\$ 6,040.80	\$ 9,061.20	\$ 12,081.60	\$ 15,102.00	\$ 18,122.40
35-cubic yd compactors	\$ 3,056.40	\$ 6,112.80	\$ 9,169.20	\$ 12,225.60	\$ 15,282.00	\$ 18,338.40

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 F

Insurance Coverage Requirements
(please attach proof of insurance coverage consistent with below requirements)

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. The Participating Community shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 525 Vine Street, Suite 900 Cincinnati, OH 45202 Adm: cincinnati@marsh.com CN102338790-STND-CAWUP-20	CONTACT NAME: _____ PHONE: _____ FAX: _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Fire & Marine Insurance Co</td><td>20070</td></tr><tr><td>INSURER B: ACE American Insurance Company</td><td>22567</td></tr><tr><td>INSURER C: Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER D: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER E: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER F: Burlington Insurance Company</td><td>23620</td></tr></tbody></table>	INSURER	NAIC #	INSURER A: National Fire & Marine Insurance Co	20070	INSURER B: ACE American Insurance Company	22567	INSURER C: Indemnity Insurance Company of North America	43575	INSURER D: XL Specialty Insurance Company	37885	INSURER E: Lexington Insurance Company	19437	INSURER F: Burlington Insurance Company	23620
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INSURER E: Lexington Insurance Company	19437														
INSURER F: Burlington Insurance Company	23620														

COVERAGES CERTIFICATE NUMBER: CLE-006031469-21 REVISION NUMBER: 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDENDUM (REQ. INFO)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO. SECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____		42QL010041807	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000 SR \$ 500,000
B AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ISA1P5308001	12/30/2020	12/30/2021	COMBINED SINGLE LIMIT (Per occurrence) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
C <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00077267L20A 'Auto Excess Liability retention' '1st \$5,000,000 of Umbrella'	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in OH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	VALRES7899968 (N, KY, CO, ND, WA, WY) WCU067810004 (OH) \$500,000 SR applies to XS OH	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E Real & Personal Property		SEE ATTACHED	12/31/2020	12/31/2021	Blanket Limit (Ded. \$250,000) 2,000,000
F Rented/Leased Equipment		041735359	12/31/2020	12/31/2021	Limit (Deductible: \$100,000) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE**CERTIFICATE HOLDER**Rumpke of Ohio, Inc.
3990 Generation Drive
Cincinnati, OH 45251**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ACORD 25 (2016/03)

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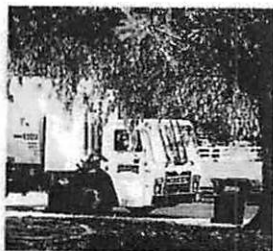


Bid for

COLLECTION, TRANSPORTATION &
DELIVERY FOR DISPOSAL OF PROCESSING OF
RESIDENTIAL SOLID WASTE, RECYCLABLE
MATERIALS AND YARDWASTE

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

June 10, 2021



1-800-828-8171 | www.rumpke.com

EXHIBIT G – BID FORMS – PART I

The current services are:

New Albany and Plain Township: Rumpke currently provides each residential Unit with a 95-gallon, wheeled recycling cart.

Dublin and Washington: Dublin provided all residents with recycling carts & Rumpke provides Washington with 3 sizes for trash & recycling carts. For this contract, Washington would like the Collection Contractor to provide only 95-gallon Solid Waste and Recyclable Material collection containers.

Westerville & Blendon: Both communities have recycling carts with unlimited trash.

Reynoldsburg, Gahanna, Bexley, & Mifflin: Community-provided recycling carts with unlimited trash for Reynoldsburg & Gahanna. Bexley has some community-provided (3 sizes) trash carts and all with recycling carts. Mifflin is hauler-provided 3 sizes of trash carts and recycling.



Residents may rent additional Recycling Containers for \$3.50 per

Current Provider

Rumpke is currently providing service through 2021 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste. Each Residential Unit is provided with a 65- or 95-gallon, wheeled Recyclable Materials Collection Container provided by the Community or Collection Contractor.

2018-2021: 2021 price is \$19.13 bid price and \$2.55 per quarter billing fee for all communities except Mifflin Township and Washington Township which have the same per quarter billing fee and the following prices based upon the volume of the Solid Waste Collection Container:

35 gallon	\$17.92
65 gallon	\$18.54
95 gallon	\$19.68



photo: rumpke 10/20/21/148

The volume of Solid Waste placed curbside for collection by each Residential Unit is unlimited, and includes collection of Bulk Items on each regularly scheduled collection day from the usual point of pickup, without advance notice from resident.



EXHIBIT G – BID FORMS – PART I

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

The 2021 Consortium I Communities are divided into four (4) groups as set forth in Exhibit G Part I(A) - (D). Each Exhibit G Part I Bid Form and any bid price(s) submitted thereon shall apply only to the specific Participating Communities named on that particular Exhibit G Part I Bid Form. Bidders may submit a bid for one, all, or any combination of the Participating Community groups (for example, a Bidder may choose to only submit bids on the Exhibit G Part I(B) and Exhibit G Part I(D) Bid Forms and not to submit bids on the Exhibit G Part I(A) and Exhibit G Part I(C) Bid Forms). However, if a Bidder chooses to submit a bid for a Participating Community group, the Bidder must submit a bid for all requested bids on the applicable Exhibit G Part I Bid Form, including but not limited to bid prices for all Participating Communities on the Bid Form and bids for both the "Status Quo" initial term and the extension terms. Bidders are also required to provide bid prices for the Part II, additional mandatory collection services. Bidders may, but are not required, to provide bid prices for the Part III, additional elective collection services. The bids submitted in Part II and Part III shall only apply to the Participating Community groups for which the Bidder submitted a bid under Part I.

Collection shall occur on the following days of the week:

COMMUNITY	SW/RM	YW
Bexley	Monday	Monday
Mifflin	Friday	Monday
New Albany	Thursday	Thursday
Plain	Thursday	Thursday

COMMUNITY	SW/RM	YW
Gahanna	Tuesday	Monday
Reynoldsburg	Thursday	Monday

COMMUNITY	SW/RM	YW
Blendon	Friday	Friday
Westerville	Tuesday	Monday

COMMUNITY	SW/RM	YW
Dublin	Wednesday	Monday
Washington	Wednesday	Monday

Unless specifically stated otherwise in the Collection Agreement, all prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO, the Participating Communities' Designated Facility for Solid Waste. The Participating Communities have secured a bid price for the years 2022 through 2023, with an option to renew for 2024, 2025, and 2026, which utilizes a Recycling Processing Adjustment with a maximum price of \$35.00 per ton tipping fee, to be paid by the Participating Community unless otherwise indicated in Exhibit E, for Recyclable Materials delivered to Rumpke's Material Recovery Facility, 1191 Fields Avenue, Columbus, Ohio, which shall be the Participating Communities' Designated Facility for Recyclable Materials processing unless the Successful Bidder makes other Recyclable Materials processing arrangements, subject to the approval of each Participating Community. Unless otherwise indicated in Exhibit E, all prices shall also be inclusive of services provided to Municipal Facilities (Exhibit E) at no additional charge. The Participating Communities will accept alternative bids if changing the collection day(s) of week results in a lower price.

EXHIBIT G – BID FORMS – PART I(A)

**STATUS QUO COLLECTION BID
Bexley, Mifflin, New Albany and Plain Township**

Bid Entry Table

Bidders shall provide a price for "Status Quo" service described above by entering the price in the bid entry table below for the initial three-year term and two optional one-year extensions.

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

City of Bexley	
\$ <u>22.36</u>	INITIAL THREE-YEAR TERM (1/1/22 - 12/31/24)
\$ <u>23.14</u>	OPTIONAL ONE-YEAR EXTENSIONS (1/1/25 - 12/31/25)
\$ <u>23.95</u>	OPTIONAL ONE-YEAR EXTENSIONS (1/1/26 - 12/31/26)

City of New Albany and Plain Township*	
* Exhibit E services are not included in this price and shall be separately paid by the Community; Recycling Processing Fees shall be paid by New Albany and passed through to Plain Twp. Residents	
\$ <u>22.73</u>	INITIAL THREE-YEAR TERM (1/1/22 - 12/31/24)
\$ <u>23.53</u>	OPTIONAL ONE-YEAR EXTENSIONS (1/1/25 - 12/31/25)
\$ <u>24.35</u>	OPTIONAL ONE-YEAR EXTENSIONS (1/1/26 - 12/31/26)

Mifflin Township			
Cart Size	Initial Three-Year Term	Optional One-Year Extension	Optional One-Year Extension
	1/1/22 - 12/31/24	1/1/25 - 12/31/25	1/1/26 - 12/31/26
35 gallon	\$ <u>21.40</u>	\$ <u>22.15</u>	\$ <u>22.92</u>
65 gallon	\$ <u>21.76</u>	\$ <u>22.52</u>	\$ <u>23.31</u>
95 gallon	\$ <u>22.91</u>	\$ <u>23.71</u>	\$ <u>24.54</u>

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>2.60</u>
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ <u>1.53</u>
Per Residential Unit per month surcharge for performing Carry-Out Collection Services ¹	\$ <u>20.40</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>66.30</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>36.72</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>42.84</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>48.96</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>443.70</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.

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>489.60</u>
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>580.38</u>
Per Residential Unit per month surcharge for the Rental of 95 gal., 65 gal., and 35 gal. Solid Waste or Recyclable Materials collection container	\$ <u>3.32</u> (95)
	\$ <u>3.32</u> (65)
	\$ <u>3.32</u> (35)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	\$ <u>239.70</u>
Per Residential Unit surcharge for delivery of a smaller or larger collection container at Resident request after implementation plan expires	\$ <u>25.50</u>

<u>Additional Recyclable Materials Collection for Municipal Facilities and Special Events</u>	Pulls/Collections Per Week*					
	1	2	3	4	5	6
Container Size						
Cart/tote up to ½ cubic Yard or ≈ 95 gallon	\$ 22.95	\$ 45.90	\$ 68.85	\$ 91.80	\$ 114.75	\$ 137.70
2 to 3 cubic yards	\$ 41.31	\$ 82.62	\$ 123.93	\$ 165.24	\$ 206.55	\$ 247.86
4 cubic yards	\$ 45.83	\$ 91.66	\$ 137.48	\$ 183.30	\$ 229.13	\$ 274.96
6 cubic yards	\$ 68.73	\$ 137.47	\$ 206.19	\$ 274.92	\$ 343.66	\$ 412.39
8 cubic yards	\$ 91.75	\$ 183.28	\$ 274.93	\$ 366.58	\$ 458.22	\$ 549.86
10 cubic yards	\$ 114.56	\$ 229.11	\$ 343.67	\$ 458.22	\$ 572.79	\$ 687.35
6-cubic yd. compactors	\$ 206.20	\$ 412.41	\$ 618.60	\$ 824.80	\$ 1,031.01	\$ 1,237.21
8-cubic yd. compactors	\$ 274.94	\$ 549.88	\$ 824.82	\$ 1,099.76	\$ 1,347.71	\$ 1,649.65
30-cubic yd compactors	\$ 2,621.81	\$ 4,876.42	\$ 7,131.02	\$ 9,385.63	\$ 11,640.24	\$ 13,894.85
35-cubic yd compactors	\$ 2,858.53	\$ 4,949.86	\$ 7,241.18	\$ 9,532.51	\$ 11,823.84	\$ 14,115.17

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 III

ADDITIONAL ELECTIVE 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 Yard or ≈ 95 gallon	\$ 32.13	\$ 64.26	\$ 96.39	\$ 128.52	\$ 160.65	\$ 192.78
2 to 3 cubic yards	\$ 41.31	\$ 82.62	\$ 123.93	\$ 165.24	\$ 206.55	\$ 247.86
4 cubic yards	\$ 45.83	\$ 91.76	\$ 137.48	\$ 183.30	\$ 229.13	\$ 274.96
6 cubic yards	\$ 68.73	\$ 137.47	\$ 206.19	\$ 274.92	\$ 343.66	\$ 412.39
8 cubic yards	\$ 91.65	\$ 183.28	\$ 274.93	\$ 366.58	\$ 458.22	\$ 549.86
10 cubic yards	\$ 114.56	\$ 229.11	\$ 343.67	\$ 458.22	\$ 572.79	\$ 687.35
6-cubic yd. compactors	\$ 206.20	\$ 412.41	\$ 618.60	\$ 824.80	\$ 1,031.01	\$ 1,237.21
8-cubic yd. compactors	\$ 274.94	\$ 549.88	\$ 824.82	\$ 1,099.76	\$ 1,374.71	\$ 1,649.65
30-cubic yd compactors	\$ 2,621.81	\$ 4,876.42	\$ 7,131.02	\$ 9,385.63	\$ 11,640.24	\$ 13,894.85
35-cubic yd compactors	\$ 2,658.53	\$ 4,949.86	\$ 7,241.18	\$ 9,532.51	\$ 11,823.84	\$ 14,115.17

* While not as an exclusive hauler, such pricing shall be made available to Multi-Family, as defined in Exhibit A.



RESOLUTION R-40-2021

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM THE CITY OF NEW ALBANY, OHIO

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the Participating Community 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 Participating Community; and

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

WHEREAS, on February 18, 2021 and on February 25, 2021, the Participating Community, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2021 Solid Waste Consortiums"), 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 Recycling and located at 1191 Field Road, 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 Participating Community; and

WHEREAS, the Participating Community 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 Participating Community; and

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

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

WHEREAS, the Participating Community and the Contractor each represents that it has the authority to execute this 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 the acceptance and processing of recyclable materials generated in and collected from the City of New Albany, Ohio pursuant to the attached Exhibit A or substantially similar thereto.

Section 2. It is hereby found and determined that all formal actions of 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 3. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 07/29/2021

Introduced: 08/24/2021

Revised:

Adopted:

Effective:

**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 _____ 2021, is by and between the community of City of New Albany, Ohio ("Participating Community"), with its offices located at 7800 Bevelhymer Road, P.O. Box 188, New Albany, Ohio 43054, and Rumpke of Ohio, Inc. ("Contractor"), a corporation with an office located at 3990 Generation Drive, Cincinnati, Ohio 45251-4906.

RECITALS

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the Participating Community 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 Participating Community; and

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

WHEREAS, on February 18, 2021 and on February 25, 2021, the Participating Community, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2021 Solid Waste Consortiums"), 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 Recycling and located at 1191 Field Road, 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 Participating Community; and

WHEREAS, the Participating Community 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 Participating Community; and

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

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

WHEREAS, the Participating Community 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 of Agreement.** The term of this Agreement shall commence on January 1, 2022, upon its execution by both parties hereto and shall continue for two (2) years. The Agreement shall automatically renew for three additional one-year term(s) unless, at the sole discretion of the Participating Community, the Participating Community provides notice of termination within thirty (30) days of the renewal date. The Participating Community shall have a right to terminate at any time for cause. Cause includes but is not limited to violation of the terms of this Agreement, substantial non-performance, or as set forth in in paragraph 3.5 herein.

ARTICLE III – CONTRACTOR'S OBLIGATIONS

- 3.1. Recycling Services.** The Contractor agrees to accept any and all Recyclable Materials identified on the Bid Form, attached hereto and incorporated herein as Exhibit C, generated and collected from within the Participating Community and delivered to the Contractor's Identified Facility by the Participating Community's Collection Contractor, the Participating Community 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 charge the Collection Contractor or pay to the Participating Community a price 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 Participating Community or its Residents ("Contractor Charge").

- 3.3. Recyclable Materials.** The Successful Bidder shall accept and process for recycling not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted.
- 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 Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of twenty-five thousand dollars (\$25,000.00).
- 3.5. Performance Assurance.** The Contractor shall immediately report to the Participating Community 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 Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the Participating Community 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 Participating Community its written response. In the event that the Participating Community, in good faith, does not agree that the Contractor's response provides adequate assurance of future performance to the Participating Community and its Residents, the Participating Community 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 and terminate the Agreement or take such other action the Participating Community deems necessary to assure that the Recycling Services will be provided to the Participating Community and its Residents.
- 3.6. Notice Requirement.** The Contractor shall immediately notify the Participating Community 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 Participating Community delivered by the Collection Contractor for processing unless and until the Participating Community 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 Participating Community, its members of council, employees, agents, officers and consultants (each a "Participating Community 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 Participating Community Indemnatee 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 Participating Community Indemnatee 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 (including Rule 4-2017) 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 Participating Community makes no commitment that any specific amount of Recyclable Materials will be available for processing.
- 3.11. Records and Inspections.** The Recycling Services Contractor shall permit representatives of the Participating Community, at the Participating Community's sole expense, to inspect the Designated Facility and obtain copies of Recyclable Materials log sheets, weight tickets, gate receipts, and any documents relevant to processing fees and rebates that are maintained by the Designated Facility for incoming, outgoing, delivery to market, or sale of Recyclable Materials and residual Solid Waste attributable to the Participating Community. Any such inspection or copying requested by the Participating Community shall be conducted during the Designated Facility's normal business hours and the Participating Community shall give the Recycling Services Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the Participating Community requests copies of log sheets, weight tickets, gate receipts, or any documents relevant to processing fees and rebates, the Recycling Services Contractor agrees to make such copies available to the Participating Community within a reasonable time.

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 Participating Community, 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 Participating Community or the Contractor arising out of a breach of this Agreement by the Participating Community or the Contractor shall be effective unless in writing signed by the Participating Community 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 Participating Community, 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 Participating Community and the Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the Participating Community and the 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 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.

[CONTRACTOR]

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

DEFINED TERMS

The 2021 Consortium I and 2021 Consortium III (“2021 Consortiums”): collectively, the Cities of Bexley, Dublin, Gahanna, Grove City, New Albany, Reynoldsburg, and Westerville; Blendon, Hamilton, Jackson, Mifflin, Norwich, Plain, and Washington Townships; and the Villages of Lockbourne and Urbancrest, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services.

Bid Bond: a bond insuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Invitation to Bid or requests for proposals by the Participating Communities.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

Bid Form: the exhibit to the Recycling Services Agreement included in the Bid Documents upon which a Bidder shall submit its bid price for the acceptance and processing of Recyclable Materials.

Bid Process: the bidding process for the Recycling Services designed by the Participating Communities.

Collection Contractor: an individual or entity selected by the Participating Communities for the collection of Solid Waste, Recyclable Materials and/or Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Communities, if any.

Effective Date: the date of last execution of the Recycling Services Agreement.

Identified Facility or Designated Facility: the facility or location where all Recyclable Materials generated in the Participating Communities must be delivered upon commencement of Recyclable Services Agreement.

Invitation to Bid: the request of the Participating Communities to secure the Recycling Services.

Legitimate Recycling Facility: an engineered facility or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%)

of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

Multi-Family: Municipal Facility pricing options for collection of recyclable materials will also be offered to local commercial business and multi-family housing developments by the Collection Contractor, although neither will be required to use the service. The Collection Contractor is required to provide recycling to local business and multi-family developments at the bid prices and contract directly with those business and multi-family developments that voluntarily choose to participate in the program. The Successful Bidder shall accept the recyclable materials generated from Multi-Family collected by the Collection Contractor.

Municipal Facilities: Participating Community-owned buildings, parks, and/or other locations which may be a source of Participating Community-generated Recyclable Materials.

Notice of Award: written notification that a Bid has been accepted for the Recycling Services.

Participating Community: the City of New Albany, Ohio.

Participating Communities: the following political subdivisions, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services, including the Cities of Bexley, Dublin, Gahanna, Grove City, New Albany, Reynoldsburg, and Westerville; Blendon, Hamilton, Jackson, Mifflin, Norwich, Plain, and Washington Townships; and the Villages of Lockbourne and Urbancrest.

Performance Bond: the bond insuring performance of the Recycling Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Material: means not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted.

Recycling Services Agreement, Recycling Agreement, or Agreement: agreement establishing where all Source-Separated Recyclable Materials, except for Food Waste, shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

Recycling Services: the acceptance of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be delivered, and the processing of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be processed, pursuant to the Recycling Services Agreement.

Residential Unit or Units: all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including but not limited to residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed "occupied" when either water or power services have been established.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the Participating Community.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

Solid Waste Authority of Central Ohio, or SWACO: the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during Participating Community - identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to Participating Community -wide designated clean-up weeks.

Successful Bidder: the Bidder that the Participating Communities conclude has submitted the lowest price and best bid for the Recycling Services, receiving a final Notice of Award.

EXHIBIT B

PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Recycling Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the community of _____, Ohio ("Beneficiary") Beneficiary in the sum of **twenty-five thousand dollars (\$25,000.00)**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Recycling Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2021, a copy of which is hereto attached and made a part hereof, for the acceptance and processing of Source-Separated Recyclable Materials generated within and by Residential Units and Municipal Facilities within the municipal boundaries of the Beneficiary and during certain Special Events conducted within the Beneficiary.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Recycling Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Recycling Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Recycling Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Recycling Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2021, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary) By: _____

(Surety Secretary) By: _____

(SEAL)

(SEAL)

(Witness as to Principal) (Address) _____

(Witness as to Surety) (Attorney-In-Fact) _____

(Address) _____

(Address) _____

(Address) _____

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____.

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT C

BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS FOR CONSORTIUM I, CONSORTIUM III AND THE CITY OF COLUMBUS

**Two (2)-Year Initial Term
+ Three (3) Separate One (1)-Year Extensions**

**Not to exceed per ton bid price for processing of Recyclable
Materials***

**Initial two-year term (Consortium I & III 1/1/2022-
12/31/2023; Columbus 4/1/2022-3/31/2024)**

\$ 35.00**

**First One-Year Extension (Consortium I & III 1/1/2024-
12/31/2024; Columbus 4/1/2024-3/31/2025)**

\$ 35.00**

**Second One-Year Extension (Consortium I & III 1/1/2025-
12/31/2025; Columbus 4/1/2025-3/31/2026)**

\$ 35.00**

**Third One-Year Extension (Consortium I & III 1/1/2026-
12/31/2026; Columbus 4/1/2026-3/31/2027)**

\$ 35.00**

*** Revenue-sharing proposal shall include complete details of such proposal on a separate page.**

****See attached REVENUE-SHARING MODEL and CLARIFICATIONS for information related
to pricing and additional terms.**

Bids for Processing of Recyclable Materials are due April 15, 2021.

Revenue-Sharing Model

The State of Recycling

The past several years have brought with them many unforeseen changes in recycling and commodity markets have become more unpredictable. Despite this, Rumpke's longstanding regional partnerships and reputation for quality ensure Ohio's recyclables continue to be reused. More than 98% of Rumpke's collected recyclables go to domestic end users, with 80% destined for end users in Ohio and the Midwest. Rumpke has cultivated these regional opportunities by supplying bales of high-quality uncontaminated recyclables that manufacturers can turn into new products.

About the Recycling Processing Adjustment

Rumpke's goal is to support recycling in communities by offering a reliable processing solution at a fair, consistent and sustainable price. In the new state of recycling, collaborative pricing models have become a common practice for doing so. These models adjust price commensurate with recycling markets to help both communities and recyclers sustain their recycling programs.

Rumpke's Recycling Processing Adjustment uses a standard calculation to derive a per ton rebate or charge based on verifiable commodity indexes. The adjustment proposed herein offers communities price protection by setting a maximum charge of \$35 per ton while rebates may reach up to \$20 per ton.

Service Description

The included prices and terms are for the and acceptance of source-separated Single Stream Recyclable Materials generated by the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. All fees shall be paid by the community and, if not paid directly by the community, all fees for Recycling Services shall be paid by the community's Collection Contractor.

Communities:

- | | | |
|------------------------|-----------------------|-------------------------|
| • City of Bexley | • Blendon Township | • Jackson Township |
| • City of Dublin | • Mifflin Township | • Norwich Township |
| • City of Gahanna | • Plain Township | • Village of Lockbourne |
| • City of New Albany | • Washington Township | • Village of Urbancrest |
| • City of Reynoldsburg | • Grove City | |
| • City of Westerville | • Hamilton Township | |

Recyclable Materials

Recyclable Materials will include all steel cans, aluminum cans, plastic bottles/jugs/tubs, cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, and glass bottles/jars combined. If excessive Residuals (materials that are not permitted and/or processable as single stream recyclables at Rumpke's Columbus MRF) impede processing, charges may apply to properly manage the material stream.

Calculating the Recycling Processing Adjustment

Allocation Percentage

Allocation Percentage of each commodity category will be adjusted every 6 months based on the actual volume (by weight) of residential recyclables processed and sold during a 6-month time period. The Allocation Percentage provided in the sample is for demonstration purposes only.

Index Price Formula

The Index Price Formula Rate will be based on the monthly published value of the Index associated with the Recyclable Material, as described below.

Fiber

Set forth by Pulp & Paper Week, the category listed below, shall be used.

Sorted Residential News	P&PW/OBM High SRP #66 News
Cardboard	P&PW/OBM High Side OCC #11 Corrugated
Mixed Paper	P&PW/OBM High Side Mixed Paper #54
Asseptic Containers	P&PW/OBM High Side, (SOP) Sort Office Paper @ 50%

Non-Fiber

Set forth at www.SecondaryMaterialsPricing.com, the first published "Current Average" price for each month, Chicago (Midwest/Central) Region shall be used. 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 Cost

The Residuals Cost shall be \$50 per ton.

Processing Fee

The Processing Fee shall be \$90 per ton.

Fee Adjustments

Rumpke reserves the right to adjust the Processing Fee annually based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Net Value

The Net Value per ton will be derived by summing the value (positive or negative) of the Commodity Categories, Residuals Cost and Processing Fee. If the calculation derives a positive (+) Net Value per ton, Rumpke will share evenly (50/50) in the difference between \$0 and the Net Value, up to \$20 per ton. If the calculation derives a negative (-) Net Value per ton, the difference between \$0 and the Net Value will be charged in full, up to \$35 per ton.

Revenue-Sharing Model



Sample of the Recycling Processing Adjustment

Sorted Resi Newspaper	0.00%	PP&W - Midwest, High Side	\$	65.00	\$	-
Cardboard # 11	18.76%	PP&W - Midwest, High Side	\$	90.00	\$	16.88
Mixed Paper	38.50%	PP&W - Midwest, High Side	\$	45.00	\$	17.46
Steel Cans	1.86%	SMP.Com- Chicago Average	\$	95.00	\$	1.77
Aluminum Cans	1.45%	SMP.Com- Chicago Average	\$	1,210.00	\$	17.58
HDPE (Color)	1.81%	SMP.Com- Chicago Average	\$	1,010.00	\$	18.30
PET	4.40%	SMP.Com- Chicago Average	\$	200.00	\$	8.80
#3 - #7 Plastic Mixed	1.29%	SMP.Com- Chicago Average	\$	-	\$	-
Aseptic Containers	0.03%	PPI-SOP, Midwest High Side less 50%	\$	62.50	\$	0.01
Mixed Glass	16.20%	Actual & Transport	\$	(18.75)	\$	(3.04)
Residuals	15.39%	Cost	\$	(59.00)	\$	(9.08)
Processing Fee:				\$		(90.00)
Net Value				\$		(21.31)

* In the sample above, the charge would be \$21.31 per ton.

Revenue-Sharing Model

BUMPER

Recycle These

PAPER



Cardboard should fit
inside cart.

GLASS BOTTLES & JARS



Any color. Reattach lid.

PLASTIC BOTTLES



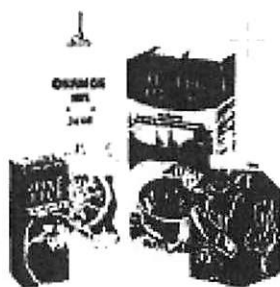
Lids OK if
reattached to bottle.

METAL CANS



Non-hazardous, non-flammable
material only.

CARTONS



No egg or ice cream cartons.
Remove caps and straws.

DON'T RECYCLE

- Plastic bags
- Hazardous material such as batteries
- Tanglers such as clothing, dog leashes & garden hoses
- Scrap metal, including pots & pans

Visit www.rumpke.com to learn more about
our recycling program. Visit your local Solid
Waste District to find where you can dispose
of hazardous material.



www.rumpke.com | 1-800-828-8171

RUMPKÉ

RECYCLE THESE



PLASTIC BOTTLES,
JUGS & TUBS



GLASS BOTTLES
& JARS



PAPER &
CARDBOARD



CARTONS



METAL CANS

HOW RUMPKE RECYCLING WORKS

RUMPKE RECYCLING FACILITIES



- | | | |
|--------------------|----------------------|-------------------|
| 1. St. Bernard, OH | 5. Mansfield, OH | 9. Medora, WI |
| 2. Columbus, OH | 6. Elmwood Place, OH | 10. Medina, OH |
| 3. Dayton, OH (2) | 7. New Miami, OH | 11. Lexington, KY |
| 4. Chillicothe, OH | 8. Louisville, KY | |

HOW ARE RECYCLABLES SORTED?



DRUM FEEDER

Creates a consistent flow of material from the tipping floor to the pre-sort line.



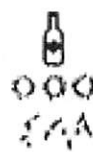
PRE-SORT AREAS

Trash is removed.



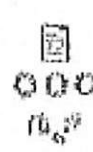
CARDBOARD SCREENER

Rotating discs remove the cardboard from the stream.



GLASS BREAKER

Glass is broken on the screen, conveyed to a bunker and sent to Rumpke's Dayton Glass Processing Facility.



PAPER SCREENER

Rotating discs separate the paper from the containers.



OPTICAL SCANNER

Infrared light shines on the conveyor belt. The designated material (paper, cartons or plastic) is identified by a scanner and separated using bursts of air.



OVERHEAD MAGNET

Attracts the steel cans.



EDDY CURRENT

Rare earth magnet repels the aluminum cans and causes them to "jump" onto the designated belt.



BALER

Compacts the material into bales to be sold and made into something new.

WHY RECYCLE?



- | | |
|--|--|
| • Saves natural resources and energy | • Creates jobs and helps the economy |
| • Reduces amount of waste going into landfills | • Recyclables are made into new products |
| • Reduces pollution | • Protects wildlife habitat |

JOBS



- | | | |
|-----------------------------|--------------------------------------|-----------------------------------|
| • Drivers | • Mechanics | • Finance |
| • Sorters | • Engineering | • Customer Service |
| • Safety | • Industrial Maintenance Technicians | • Commercial Recycling Sales Reps |
| • Heavy Equipment Operators | • Housekeeping | • Commodity Marketing |



www.MyRumpke.com

Clarifications

The prices, terms and other items submitted are applicable and specific to the costs, resources and requirements for processing Source-Separated Recyclable Materials generated by Residential Units and City/Township/Village-owned buildings and parks of the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. They are therefore extended only to the listed communities by way of this submission.

Communities:

- | | | |
|------------------------|-----------------------|-------------------------|
| • City of Bexley | • Blendon Township | • Jackson Township |
| • City of Dublin | • Mifflin Township | • Norwich Township |
| • City of Gahanna | • Plain Township | • Village of Lockbourne |
| • City of New Albany | • Washington Township | • Village of Urbancrest |
| • City of Reynoldsburg | • Grove City | |
| • City of Westerville | • Hamilton Township | |

The City of Columbus is excluded from this bid as they are subject to a separate contract with Rumpke. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities or townships located within or adjacent to SWACO's district should they wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation altogether or under the same prices, terms and services, in accordance with Ohio Revised Code Section 9.48. Rumpke will also consider extending the same prices and/or terms and/or services to 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 the communities' generated Recyclable Materials but 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.

Excessive Residual: For the benefit of most entities who generate material with acceptable residual percentages, stated prices are for processing Source-Separated Recyclable Materials collected from the communities' Residential Units and City/Township/Village-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 percentage of residuals hinders, prohibits or damages the process or processing of delivered materials, Rumpke reserves the right to charge the Collection Contractor or hauler for transportation, disposal, material handling and other costs incurred as a result of 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 reserves the right to annually adjust the per ton price for processing Recyclable Materials (Base Bid) or the Processing Fee (Alternate Proposal) based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Hours of Acceptance: Recyclable Materials will be accepted at Rumpke's Columbus MRF Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Hours are subject to change. Rumpke will accommodate additional hours of delivery when feasible and practicable.

The logo for Rumpke, featuring the word "RUMPK" in a bold, stylized, blocky font. The letters are white with a thick black outline, and the 'E' is slightly different, also in the same style. The logo is positioned in the bottom right corner of the page.



RESOLUTION R-41-2021

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO APPROVE AND SIGN AGREEMENTS WITH SCANNELL PROPERTIES #538, LLC RELATED TO INCENTIVES AVAILABLE FOR PROJECT DEVELOPMENT IN THE OAK GROVE II COMMUNITY REINVESTMENT AREA

WHEREAS, the Council for the City of New Albany, Ohio (the "City") by its Resolution No. R-17-09 adopted March 3, 2009 (the "Original CRA Legislation"), created the Oak Grove II Community Reinvestment Area (the "Original Area") and by its Resolutions No. R-41-10 adopted July 6, 2010, No. R-72-10 adopted November 16, 2010, No. R-53-2012 adopted October 2, 2012, No. R-26-2013 adopted August 6, 2013, No. R-72-2014 adopted September 16, 2014, and R-49-2015 adopted November 17, 2015, No. R-45-2016 adopted November 1, 2016, No. R-02-17 adopted February 7, 2017, No. R-17-18 adopted July 17, 2018, No. R-41-18 adopted November 6, 2018, No. R-05-2019 adopted February 19, 2019, No. R-37-2019 adopted August 6, 2019, and No. R-15-2021 adopted April 6, 2021 and (together the "CRA Expansion Legislation" and collectively with the Original CRA Legislation the "CRA Legislation"), amended the designation of the Original Area to include the area known as the "Johnstown Monroe Area", "Johnstown Monroe Annex", "Licking Heights Annex", "Cobbs Road Annex", "Harrison Road Area", "Innovation Campus Area", "Innovation Campus Way Extension", "Beech Road South", "Babbitt Road", "Central College Road Area", "Jug Street North", and "Jug Street South" respectively, and certain other parcels within the City (collectively, with the Original Area, the "Area"), and designated that entire Area the Oak Grove II Community Reinvestment Area; and

WHEREAS, the City of New Albany has encouraged the development of real property and the acquisition of personal property to be located in the CRA; and

WHEREAS, the Director of Development of the State of Ohio has determined that the Area contains the characteristics set forth in R.C. Section 3735.66 and confirmed the Area as a "Community Reinvestment Area"; and

WHEREAS, Scannell Properties #538, LLC, has submitted to the City a proposed agreement application (the "Application"), the Housing Officer of the City designated under Ohio Revised Code Section 3735.65 has reviewed the Application and has recommended the same to this Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and to improve the economic climate of the City, and the City, having appropriate authority, desires to provide the Company with the incentives available in the CRA for the development of the project described in that Application; and

WHEREAS, the Board of Education of the Career and Technology Education Centers of Licking County has been notified in accordance with the applicable law; and

WHEREAS, the Board of Education of the Licking Heights Local School District has waived their right to receive notice under Section 5709.83 of the Revised Code in accordance with its respective compensation agreements entered into with the city of New Albany.

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

Section 1. The city manager is hereby authorized to execute the CRA Agreement by and between the City and the Company, in the form presently on file in the New Albany Community Development Department, which Agreement provides for a 100% CRA exemption for up to 15-years for the proposed project, and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the incentives described in the Agreement, provided further that the approval of changes thereto by the city manager and their character as not being substantially adverse to the City shall be evidenced conclusively by the execution thereof.

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. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director

Legislation dates:

Prepared: 08/06/2021

Introduced: 08/24/2021

Revised:

Adopted:

Effective:



RESOLUTION R-42-2021

A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE BI-ANNUAL REVENUE SHARING PAYMENTS TO PLAIN TOWNSHIP IN AMOUNTS EQUAL TO THOSE THE TOWNSHIP WOULD HAVE RECEIVED FROM PROPERTY TAX LEVIES FOR FIRE AND EMERGENCY MEDICAL SERVICES IN THE ABSENCE OF TAX INCREMENT FINANCING DISTRICTS CREATED FOR THE STRAITS FARM, OXFORD, NOTTINGHAM, MILLBROOK, AND COURTYARDS AT NEW ALBANY SUBDIVISIONS

WHEREAS, the council recognizes the importance and value of the fire and emergency medical services that Plain Township provides to New Albany residents and desires to help the Township sustain those services; and

WHEREAS, the city and Plain Township have a long history of cooperation on matters relating to economic and community development; and

WHEREAS, the city has a history of compensating the township for fire and EMS revenues that would have been received if not for the establishment of Tax Increment Financing (TIF) Districts in the city; and

WHEREAS, TIF Districts were previously created for the Strait's Farm, Oxford, Nottingham, Millbrook and Courtyards at New Albany subdivisions, and these TIF Districts did not include a compensation provision for township fire and EMS services;

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

Section 1. The director of finance is hereby authorized to make semi-annual payments to Plain Township in amounts equal to those that would have been received by the township from fire and EMS levies if not for the city's establishment of TIF Districts for the Strait's Farm, Oxford, Nottingham, Millbrook, and Courtyards at New Albany subdivisions.

Section 2. The city manager is hereby authorized to execute any documents associated with the implementation of this legislation, including amending the TIF Reimbursement Agreement dated March 29, 2012 between the city and Plain Township to reflect this ordinance.

Section 3. 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 Section 121 of the Ohio Revised Code.

Section 4. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 08/13/2021
Introduced: 08/24/2021
Revised:
Adopted:
Effective:



RESOLUTION R-43-2021

A RESOLUTION ACCEPTING “AMERICAN RESCUE PLAN ACT”, (ALSO KNOWN AS “ARPA”) FUNDING DISTRIBUTED BY THE STATE OF OHIO, AND DECLARING SUCH FUNDS SHALL BE USED ONLY FOR ALLOWABLE PURPOSES

WHEREAS, the American Rescue Plan Act, 117 Public Law 2, (ARPA) was signed into law by the President of the United States on March 11, 2021; and

WHEREAS, ARPA appropriated federal funds to be distributed to metropolitan cities, non-entitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19).

WHEREAS, the City of New Albany received an initial distribution in the amount of \$572,621.67 in relation to ARPA and expects additional funding to be distributed at a later time; and

WHEREAS, non-entitlement units receiving funds under the aforementioned act may only expend such funds to cover costs of the unit consistent with the requirements of section 9901 of ARPA, and described in 42 U.S.C. 603(c)(1), and any applicable regulations; and

WHEREAS, any funds remaining unencumbered as of December 31, 2024 are required to be returned to the U.S. Department of the Treasury; and

WHEREAS, any unspent balance of the funds as of December 31, 2026 are required to be returned to the U.S. Department of the Treasury.

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

Section 1: The City of New Albany, designated as a non-entitlement unit of government, requested ARPA funding to be distributed by the Ohio Office of Budget and Management, and by adopting this resolution affirms that the revenue will only be used for the purposes prescribed in section 9901 of the ‘American Rescue Plan Act,’ as described in 42 U.S.C. 603(c)(1), and any applicable regulations, for necessary expenditures incurred due to the public health emergency connected with the COVID-19 pandemic, provided those expenses are incurred or obligated between March 3, 2021 and December 31, 2024, and spent no later than December 31, 2026.

Section 2: Council hereby authorizes the appropriated funds within the Local Fiscal Recovery Fund may be used for the following purposes:

- a. A grant program assisting businesses in the tourism, travel and hospitality industries that were disproportionately and negatively impacted by the COVID-19 public health emergency.
- b. A resident assistance program.
- c. A community engagement program and/or event responding to public health and the negative impacts of the COVID-19 public health emergency.
- d. To make necessary investments in water and sewer infrastructure
- e. Other related costs related to personal protective equipment, enhanced cleaning and sanitization services and supplies, remote access to public and administrative meetings, and other miscellaneous expenses allowable under federal guidelines.

Section 3. 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 Section 121 of the Ohio Revised Code.

Section 4. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2020.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

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