



RESOLUTION R-34-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT WITH OUTDOORICERINKS.COM TO CONSTRUCT AND OPERATE AN OUTDOOR ICE RINK IN THE CHARLEEN AND CHARLES HINSON AMPHITHEATER AND TO ENTER INTO CONTRACT AGREEMENTS AND EXECUTE ALL NECESSARY AGREEMENTS RELATED TO THE CONSTRUCTION AND MANAGEMENT OF THE OUTDOOR ICE RINK

WHEREAS, the City of New Albany wishes to offer an outdoor ice rink to residents and visitors in the Charleen and Charles Hinson Amphitheater; and

WHEREAS, funds to support the construction and management of an outdoor ice rink were appropriated and approved in the 2026 budget; and

WHEREAS, the city has selected OutdoorIceRinks.com to construct and manage the outdoor ice rink; and

WHEREAS, the city finds that offering programming of this nature aligns with our foundational pillars and will provide unique, innovative and memorable experiences for the community.

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 and directed to enter into contract agreements and execute all necessary agreements related to the construction and management of an outdoor ice rink for residents and visitors to enjoy during the 2026 – 2027 winter skating season.

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 all legal requirements, including Section 121.22 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 _____, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 08/07/2026

Introduced: 08/18/2026

Revised:

Adopted:

Effective:

Exhibit A – R-34-2026

LICENSE AGREEMENT

LICENSE AND SERVICE AGREEMENT (this “Agreement”) made this _____ day of _____, 2026 (the “Effective Date”), by and between The City of New Albany, an Ohio municipal corporation, with an address of 99 W. Main Street, New Albany, Ohio 43054 (“Licensor”) and OutdoorIcerinks.com, an Ohio limited liability company, with its principal office at 15381 Royalton Road Strongsville, Ohio 44136 (“Licensee”).

Licensor desires to license to Licensee, and Licensee desires to license from Licensor, on and subject to the terms and conditions hereinafter set forth, that certain area located within the Charleen and Charles Hinson Amphitheater located at 170 E. Dublin Granville Road, New Albany, Ohio 43054 to be designated by Licensor (the “Licensed Area”); and

In consideration of the Licensed Area and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

License. Licensor grants to Licensee, its contractors, agents and employees a temporary, non-exclusive revocable license (the “Licensee”) to enter upon the Licensed Area in order to “set-up” and operate a skating rink and Licensee accepts the license granted by Licensor to use the Licensed Area, subject to the terms and conditions of this Agreement. Licensee shall only access the Licensed Area for purpose of setting-up and operating the skating rink. The license shall commence and expire on the dates set forth under Terms listed in Exhibit A.

Delivery Date. Licensee agrees to accept possession of the Licensed Area on the Delivery Date(s) (hereinafter defined) in its then “as is” condition and with all faults, without any express or implied representation or warranty or other statements by Licensor, its agents or representatives concerning any matter relating to the Licensed Area.

Use. As a material inducement to Licensor entering into this Agreement, Licensee shall use the Licensed Area solely for the purpose of operating an Ice Rink (the “Ice Rink”) and management of all associated activities consistent with this Agreement. Licensee’s use of the Licensed Area shall be in compliance with all applicable laws and without cost and expense to Licensor, except as set forth herein.

Licensing Fees. Year 1 through 3: Fifty Percentage (50%) of Operating Profit made from the Licensed Area, less any maintenance allowance (hereinafter defined in “Repairs and Maintenance”).

Operating Profit. Licensee, on or before the twentieth (20th) calendar day following the end of skating season, shall furnish to Licensor a written statement certified by an officer of Licensee to be correct of gross sales from the commencement of the current lease year to the end of the month for which the report is due. Upon request, Licensor shall be permitted to review and/or audit any records of Licensee regarding the determination of the “Operating Profit” for the skating season.

As used herein, the term “Operating Profit” means the aggregate dollar amount of all business done in, on or resulting from the use of the outdoor rink within the Licensed Area less annual operating costs. Business income includes all ticket sales and private rentals less refunds.

Sponsorship revenue is split per agreement covered under “Advertising Opportunities”.

On or before November 1st of each respective year Licensee shall obtain at Licensee's sole cost and expense all applicable governmental permits and approvals required for the installation of the Ice Rink as defined below.

(a) Licensee's responsibilities shall include, but shall not be limited to, providing and setting up all equipment and facilities necessary for the Ice Rink including but not limited to building the structure of the rink including dasher boards and rubber, providing ice skates for rental, running and staffing the Ice Rink, and a sound system. Licensee shall be responsible for storing all equipment purchased by Licensee for the operation of the Ice Rink during the "off-season" at Licensee's sole cost and expense. Such off-season storage shall be in a professional, good workmanlike manner consistent with industry standards.

Licensee Work Generally. Licensee shall make no alterations, additions, improvements or installations at, on or to the Licensed Area without Licensor's express written consent.

Notwithstanding anything to the contrary, electrical service, adequate lighting, and hardwired internet access shall be provided by Licensor. At Licensee's option, Licensor shall aid Licensee, at Licensee's sole cost and expense, with the installation of a security camera, which will be purchased and monitored solely by Licensee.

Admission/Rental Fees. Licensee shall be solely responsible for charging and collecting Admission Fees to the Ice Rink and Rental Fees for ice skates. The admission fees shall begin at Fifteen dollars (\$15.00) and may not exceed Twenty dollars (\$20.00). Fees can be adjusted throughout the Licensed Period at Licensee's sole discretion. Hourly rental fees for private events vary from \$500 to \$1800 per hour depending on day of week. Licensee to coordinate all bookings of private ice.

Advertising Opportunities. All sponsorship revenue advertisements - to be split 50/50 after production and installation costs paid to Licensee. Licensee and Licensor agree to engage in sponsorship opportunities as deemed appropriate to develop potential of the rink. Licensee retains right of refusal on advertisers deemed to be in direct competition with outdoor or indoor ice rink businesses owned by Licensee. Licensor retains the right of refusal on advertisers/sponsors that are inconsistent with the City's Sponsorship policy.

Photographs. Licensee may take photographs throughout the Licensed Period and these photographs may be used in future advertising/promotional materials by Licensee, provided however, that each photograph proposed to be used by Licensee must be approved in writing by Licensor prior to use by Licensee and each photograph must identify the location shown as the City of New Albany.

Repairs and Maintenance. Licensee shall, at its sole cost and expense, be fully and solely responsible for all repairs, replacements and maintenance of any nature required to the Ice Rink and the Licensed Area or to the fixtures, property or other improvements located therein and to make such repairs to the Licensed Area and the fixtures, property and other improvements located therein necessitated by the act, omission, occupancy or negligence of Licensee, its officers, employees, agents, contractors or invitees or by the use of the Licensed Area, as and when needed, all so as to maintain the Licensed Area and all fixtures, property and other improvements located therein in a safe condition during the Licensed Period. Upon the termination of the "skating season, Licensee agrees to, and shall promptly undertake all activities necessary to, restore the Licensed Area to substantially the same condition in which it existed prior to the Effective Date.

Licensee is allotted an allowance, not to exceed \$5,000, for purposes of maintaining lighting fixtures owned by Licensee for use as supplemental lighting in the Licensed Area. Licensee agrees to seek Licensor's approval in writing for anticipated expenses and provide receipts.

Expiration and Cancellation. The initial term of this agreement will be a one-year term starting from date of execution. This Agreement will terminate and without further obligation on the part of the Licensor at the end of the one-year term. The Licensor has the option to renew for an additional one-year term for two additional consecutive years. Licensor and Licensee acknowledge and agree that this Agreement shall be cancellable at any time by Licensor upon written notice sent to Licensee. Licensor and Licensee acknowledge and agree that all equipment purchased by Licensee or brought onto the Licensed Area by Licensee for the operation of the Ice Rink shall remain the property of Licensee as stated in a separate Purchase Agreement upon the expiration or earlier termination of this Agreement.

Rules and Regulations. Licensee shall comply with this Agreement, and all applicable Federal, State and local law, rules and regulations for the use and occupancy of the Licensed Area as promulgated and amended from time to time. Licensee shall conduct its business in the Licensed Area during such days, and such hours in accordance with this Agreement.

Closure due to weather/mechanical failure/power outages. Licensee will notify Licensor as soon as possible regarding any closures due to weather or unsafe ice conditions.

Security. If needed, Licensor and Licensee agree to share additional security expenses 50/50 with total amount not to exceed \$3500 per party (\$7,000 total) Parties agree that conduct of any security personnel will be evaluated weekly and changes to security personnel or hours can be adjusted based on need.

Indemnity. Licensee, its heirs, successors and assigns shall indemnify and hold the City, its employees, agents, officials and elected officials harmless from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses, including reasonable attorney fees, arising out of this Agreement and/or from any act or omission of Licensee related to this Agreement.

Insurance. During the Licensed Period, Licensee shall, at Licensee's sole cost and expense, maintain the following insurance coverage:

For the mutual benefit of Licensor and Licensee, personal injury and property damage liability insurance against claims for personal injury, bodily injury, death or property damage occurring on, in or about the Licensed Area, or arising from, in or about Licensee's use of the Licensed Area, or resulting from or arising out of products sold from the Licensed Area or Licensee's use of the Licensed Area while this Agreement is in effect, of not less than Two Million Dollars (\$2,000,000.00) in respect of personal injury, bodily injury, death or property damage (combined single limit). Such policy shall expressly contain a contractual endorsement to provide coverage for Licensee's indemnification as set forth in this Agreement. Such policy shall be endorsed (1) as primary, and (2) to waive rights of subrogation against Licensor. Prior to the Delivery Date(s), Licensee shall provide Licensor with a certificate containing evidence of such coverage and of the coverage required in this Section 15(a). In the event that Licensee fails to provide the certificate as set forth herein or fails to provide such evidence of such coverage, Licensor may refuse to deliver the Licensed Area or prevent the promotional show from occurring.

Licensee shall maintain and shall cause all parties performing work on or about the Licensed Area or on behalf of Licensee to maintain, statutory Workers' Compensation coverage according to the

laws of the State in which the Licensed Area is located and Employer's Liability coverage in limits of not less than the greater of (i) One Million Dollars (\$1,000,000.00), or (ii) the minimum amount required by law.

Licensee releases and waives on behalf of itself and on behalf of the insurers of Licensee's property, any and all claims and any rights of subrogation of any such insurer against the Indemnites, its employees and agents for loss sustained from any peril to property required to be insured against herein, whether or not such insurance is actually in force, or from any peril to property actually insured against, though not required to be so insured under this Agreement. Licensee's insurance policies required under this Agreement shall contain an express waiver of subrogation to this effect.

All insurance provided in this section shall be affected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State in which the Licensed Area is located. All of Licensee's policies of insurance as required in this section shall name Licensor and the other Indemnitors, as additional insureds except for Worker's Compensation and Personal Property coverages. The loss, if any, under any policies provided for hereunder may be adjusted with the insurance company by Licensor. Each of Licensee's policies shall contain an agreement by the insurer that such policy shall not be terminated, canceled or reduced in coverage without at least thirty (30) days prior written notice to Licensor. The minimum limits of coverage for all of Licensee's policies of insurance required by this section shall be increased by Licensee if reasonably required by Licensor.

Damage or Destruction; Force Majeure.

In the event of damage or destruction to the Licensed Area, this Agreement may be immediately canceled by Licensor upon written notice to Licensee, whereupon Licensee shall deliver possession of the Licensed Area in the condition required under Section 2 of this Agreement. If Licensor shall not elect to cancel this Agreement, Licensee shall promptly commence repair and/or restoration of the Licensed Area and all improvements thereto, and thereafter diligently prosecute same to completion.

In the event of acts of God or other cause beyond such party's reasonable control, both parties will be relieved of the obligations to perform under this Agreement so long as the party's failure to perform is beyond its reasonable control, has occurred without its fault or negligence, not caused directly or indirectly by its own conduct or that of its employees or agents and could not have been prevented or avoided through the exercise of reasonable diligence.

Liens. If any mechanics' liens are filed against the Licensed Area based upon any act of Licensee or anyone claiming through Licensee, Licensee shall hold Licensor harmless from all damages, claims and expenses arising therefrom, and Licensee, after notice from Licensor (or any person in privity of estate with Licensor), shall forthwith commence such action by bonding, deposit, payment or otherwise as will remove or satisfy such lien within fifteen (15) days. In the event Licensee does not remove or satisfy said lien within said fifteen (15) day period, Licensor shall have the right to do so by posting a bond, undertaking or otherwise and Licensee agrees to reimburse Licensor for any and all expenses incurred by Licensor in connection therewith five (5) days after receipt by Licensee of Licensor's invoice therefor. These expenses shall include, but not be limited to, filing fees, legal fees and bond premiums. Nothing in this Section shall be deemed or construed as (i) Licensor's consent to any person, firm or corporation for the performance of any work or services or the supply of any materials to the Licensed Area or any improvement thereon, or (ii) giving Licensee or any other person, firm or corporation any right to contract for or to perform or supply any work, services or materials that would permit or give rise to a lien against the Licensed Area or any part thereof.

Default. Except as otherwise provided herein, if Licensee should default in or otherwise fail to perform any of the obligations set forth in this Agreement and fails to cure any such default or failure with regard to the Licensed Area and obligations thereof, within two (2) hours after notice, then Licensor may cancel this Agreement upon delivery of notice to Licensee. In such event, Licensee shall immediately vacate the Licensed Area in accordance with this Agreement. It is expressly understood by Licensee that Licensee's right to possession of the Licensed Area under this Agreement shall terminate when this Agreement expires or is earlier canceled or otherwise terminated, and should Licensee continue thereafter to remain in possession, Licensor, should it so elect, shall be entitled to the benefits of all provisions of law with respect to summary recovery of possession from a holdover Licensee. Licensee shall indemnify and save harmless Licensor from any claim, damage, expense, cost or loss which Licensor may incur by reason of such holding over, including without limitation, any claim of a succeeding licensee, or any loss by Licensor with respect to a lost opportunity to lease or re-license the Licensed Area.

Personal. Licensee's rights under this Agreement are personal and shall not be assigned or transferred by Licensee (whether in connection with an assignment or transfer of the Lease or otherwise), nor shall Licensee permit any other person, firm or corporation to use the Licensed Area under any arrangement, for compensation or otherwise. Any attempted assignment shall render this Agreement voidable by Licensor, and Licensee shall forfeit all moneys paid hereunder.

Notices. Except as otherwise specifically provided in this Agreement, any notice required to be given by Licensor to Licensee shall be delivered to the Licensed Area and shall be deemed to have been given on the date delivered if delivered by hand delivery, mailed as aforesaid in any post office or branch post office regularly maintained by the United States Government, and in the case of delivery by nationally recognized overnight courier service, shall be deemed to have been given upon the date of delivery to an authorized agent of such courier service at the following addresses:

Licensor:

City of New Albany
c/o Joseph Stefanov
99 West Main Street
New Albany, Ohio 43054

Licensee:

OutDoorIcerinks.com, LLC
c/o Mike Shockley
15381 Royalton Road
Strongsville, Ohio 44136

No Recourse. It is understood and agreed that Licensee shall look solely to the estate and property of Licensor for the satisfaction of Licensee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor in the event of any default or breach by Licensor with respect to any of the terms, covenants and conditions of the Agreement to be observed or performed by the Licensor, and any other obligation of Licensor created by or under this Agreement, and no other property or assets of Licensor or of its partners, beneficiaries, co-licensees, shareholders, or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Licensee's remedies.

The term "Licensor," as used throughout this Agreement, shall be limited to mean and include only the owner or owners at the time in question of Licensor's interest in this Agreement. Further, in the

event of any transfer by Licensor of Licensor's interest in this Agreement, Licensor herein named (and in case of any subsequent transfers or conveyances, the then assignor), including each of its partners, members, beneficiaries, co-licensees, shareholders, or principals (as the case may be), shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability for the performance of any covenants and agreements on the part of Licensor.

No Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

Merger and Integration. This License Agreement contains the entire agreement between the parties hereto with respect to the matters contained herein and it may not be changed, altered, modified, limited, terminated, or extended orally or by agreement between the parties unless such agreement is in writing and signed by the parties hereto.

Effect of Captions. The captions or legends in this Agreement are inserted only for convenient reference or identification of the particular sections. They are in no way intended to describe, interpret, define or limit the scope, extent or interest of this Agreement, or any section or provision thereof.

Miscellaneous. This Agreement, and any dispute concerning this Agreement, shall be governed by the laws of the State of Ohio in which the Licensed Area is located, and any dispute concerning an interpretation of any portion of the Agreement or the conduct of the parties hereunder shall be brought in the jurisdiction where the Licensed Area is located.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, except as expressly provided otherwise.

Use of the neutral gender shall be deemed to include the masculine and feminine. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

The submission of this document for examination and negotiation does not constitute an offer to license, or a reservation of, or option for, the Licensed Area, and this document shall be effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture or of Licensor and Licensee between the parties hereto, it being understood and agreed that neither the method of computation of License Fee nor any other provision herein contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than Licensor and Licensee.

Licensee covenants and agrees to keep the terms and conditions of this Agreement in confidence and expressly agrees not to disclose the terms of this Agreement to any person whatsoever, including without limitation or the general public.

Broker. Licensor and Licensee each mutually covenant, represent and warrant to the other that outside of the dealings between parties to this Agreement, it has had no other dealings or communications with any broker or agent in connection with this Agreement and each covenants and agrees to pay, hold harmless and indemnify the other from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commission or charges to any broker or agent claiming through the indemnifying party with respect hereto.

Due Authorization. Licensee represents and warrants that it has taken all necessary corporate, partnership or other action necessary to execute and deliver this Agreement, and that this Agreement constitutes the legally binding obligation of Licensee enforceable in accordance with its terms. Licensee further represents and warrants that it has full and complete authority to enter into and execute this Agreement and acknowledges that Licensor is relying upon Licensee's representation of its authority to execute this Agreement and Licensee shall save and hold Licensor harmless from any claims, or damages including reasonable attorneys' fees arising from Licensee's misrepresentation of its authority to enter into and execute this Agreement.

[End of document; signature page to follow]

IN WITNESS WHEREOF, Licensor and Licensee have set their respective hands as of the date first above written.

LICENSOR:

City of New Albany

By:

its

By: _____

LICENSEE:

OUTDOORICERINKS.COM, LLC

An Ohio limited liability company

By: _____

Name: _____

Title: _____

Exhibit A

RINK CONSTRUCTION	START	STOP	OPERATIONS	OPEN	CLOSE
11/12/2026	9:00 AM	5:00 PM	Friday, January 1, 2027	4:00 PM	9:00 PM
11/13/2026	9:00 AM	5:00 PM	Saturday, January 2, 2027	NOON	9:00 PM
11/14/2026	9:00 AM	5:00 PM	Sunday, January 3, 2027	NOON	8:00 PM
11/15/2026	9:00 AM	5:00 PM	Monday, January 4, 2027	CLOSED	CLOSED
11/16/2026	9:00 AM	5:00 PM	Tuesday, January 5, 2027	CLOSED	CLOSED
11/17/2026	9:00 AM	5:00 PM	Wednesday, January 6, 2027	CLOSED	CLOSED
11/18/2026	9:00 AM	5:00 PM	Thursday, January 7, 2027	5:00 PM	9:00 PM
11/19/2026	9:00 AM	5:00 PM	Friday, January 8, 2027	5:00 PM	9:00 PM
			Saturday, January 9, 2027	NOON	9:00 PM
			Sunday, January 10, 2027	NOON	8:00 PM
			Monday, January 11, 2027	CLOSED	CLOSED
			Tuesday, January 12, 2027	CLOSED	CLOSED
			Wednesday, January 13, 2027	CLOSED	CLOSED
			Thursday, January 14, 2027	5:00 PM	9:00 PM
			Friday, January 15, 2027	5:00 PM	9:00 PM
			Saturday, January 16, 2027	NOON	9:00 PM
			Sunday, January 17, 2027	NOON	8:00 PM
			Monday, January 18, 2027	NOON	6:00 PM
			Tuesday, January 19, 2027	CLOSED	CLOSED
			Wednesday, January 20, 2027	CLOSED	CLOSED
			Thursday, January 21, 2027	5:00 PM	9:00 PM
			Friday, January 22, 2027	5:00 PM	9:00 PM
			Saturday, January 23, 2027	NOON	9:00 PM
			Sunday, January 24, 2027	NOON	8:00 PM
			Monday, January 25, 2027	CLOSED	CLOSED
			Tuesday, January 26, 2027	CLOSED	CLOSED
			Wednesday, January 27, 2027	CLOSED	CLOSED
			Thursday, January 28, 2027	5:00 PM	9:00 PM
			Friday, January 29, 2027	5:00 PM	9:00 PM
			Saturday, January 30, 2027	NOON	9:00 PM
			Sunday, January 31, 2027	NOON	8:00 PM
			Monday, February 1, 2027	CLOSED	CLOSED
			Tuesday, February 2, 2027	CLOSED	CLOSED
			Wednesday, February 3, 2027	CLOSED	CLOSED
			Thursday, February 4, 2027	5:00 PM	9:00 PM
			Friday, February 5, 2027	5:00 PM	9:00 PM
			Saturday, February 6, 2027	NOON	9:00 PM
			Sunday, February 7, 2027	NOON	8:00 PM
			Monday, February 8, 2027	CLOSED	CLOSED
			Tuesday, February 9, 2027	CLOSED	CLOSED
			Wednesday, February 10, 2027	CLOSED	CLOSED
			Thursday, February 11, 2027	5:00 PM	9:00 PM
			Friday, February 12, 2027	5:00 PM	9:00 PM
			Saturday, February 13, 2027	NOON	9:00 PM
			Sunday, February 14, 2027	NOON	8:00 PM
			Monday, February 15, 2027	CLOSED	CLOSED
			Tuesday, February 16, 2027	CLOSED	CLOSED
			Wednesday, February 17, 2027	CLOSED	CLOSED
			Thursday, February 18, 2027	5:00 PM	9:00 PM
			Friday, February 19, 2027	5:00 PM	9:00 PM
			Saturday, February 20, 2027	NOON	9:00 PM
			Sunday, February 21, 2027	NOON	8:00 PM
			Monday, February 22, 2027	CLOSED	CLOSED
			Tuesday, February 23, 2027	CLOSED	CLOSED
			Wednesday, February 24, 2027	CLOSED	CLOSED
			Thursday, February 25, 2027	5:00 PM	9:00 PM
			Friday, February 26, 2027	5:00 PM	9:00 PM
			Saturday, February 27, 2027	NOON	9:00 PM
			Sunday, February 28, 2027	NOON	8:00 PM
ICE INSTALLATION	START	STOP			
11/18/2026	4:00 PM	10:00 PM			
11/19/2026	4:00 PM	10:00 PM			
11/20/2026	4:00 PM	10:00 PM			
11/21/2026	4:00 PM	10:00 PM			
OPERATIONS	OPEN	CLOSE			
Sunday, November 22, 2026	NOON	8:00 PM			
Monday, November 23, 2026	CLOSED	CLOSED			
Tuesday, November 24, 2026	CLOSED	CLOSED			
Wednesday, November 25, 2026	CLOSED	CLOSED			
Thursday, November 26, 2026	CLOSED	CLOSED			
Friday, November 27, 2026	NOON	9:00 PM			
Saturday, November 28, 2026	NOON	9:00 PM			
Sunday, November 29, 2026	NOON	8:00 PM			
Monday, November 30, 2026	CLOSED	CLOSED			
Tuesday, December 1, 2026	CLOSED	CLOSED			
Wednesday, December 2, 2026	CLOSED	CLOSED			
Thursday, December 3, 2026	5:00 PM	9:00 PM			
Friday, December 4, 2026	5:00 PM	9:00 PM			
Saturday, December 5, 2026	NOON	9:00 PM			
Sunday, December 6, 2026	NOON	8:00 PM			
Monday, December 7, 2026	CLOSED	CLOSED			
Tuesday, December 8, 2026	CLOSED	CLOSED			
Wednesday, December 9, 2026	CLOSED	CLOSED			
Thursday, December 10, 2026	5:00 PM	9:00 PM			
Friday, December 11, 2026	5:00 PM	9:00 PM			
Saturday, December 12, 2026	NOON	9:00 PM			
Sunday, December 13, 2026	NOON	8:00 PM			
Monday, December 14, 2026	CLOSED	CLOSED			
Tuesday, December 15, 2026	CLOSED	CLOSED			
Wednesday, December 16, 2026	CLOSED	CLOSED			
Thursday, December 17, 2026	5:00 PM	9:00 PM			
Friday, December 18, 2026	5:00 PM	9:00 PM			
Saturday, December 19, 2026	NOON	9:00 PM			
Sunday, December 20, 2026	NOON	8:00 PM			
Monday, December 21, 2026	NOON	9:00 PM			
Tuesday, December 22, 2026	NOON	9:00 PM			
Wednesday, December 23, 2026	NOON	9:00 PM			
Thursday, December 24, 2026	NOON	4:00 PM			
Friday, December 25, 2026	CLOSED	CLOSED			
Saturday, December 26, 2026	NOON	9:00 PM			
Sunday, December 27, 2026	NOON	9:00 PM			
Monday, December 28, 2026	NOON	9:00 PM			
Tuesday, December 29, 2026	NOON	9:00 PM			
Wednesday, December 30, 2026	NOON	9:00 PM			
Thursday, December 31, 2026	NOON	4:00 PM			



RESOLUTION R-35-2026

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, the City of New Albany has identified waste diversion as one pillar of the Engage New Albany strategic plan; and

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the City of New Albany 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, and yard waste generated within the community; and

WHEREAS, the City of New Albany has determined that it is in the best interests of the community and its residents to 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, municipal facilities and during special events located within the community from a single collection contractor on an exclusive basis; and

WHEREAS, as part of a joint bid process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2027 Solid Waste Consortium"), Rumpke of Ohio, Inc. submitted a bid to become the exclusive provider of collection services for the benefit of the city of New Albany and its residents; and

WHEREAS, following the April 9, 2026, official opening of the bids by the 2027 Solid Waste Consortium and consideration of bids for collection services, the city of New Albany determined that Rumpke of Ohio, Inc. is best qualified to provide the collection services to the community; and

WHEREAS, the City of New Albany desires to accept the contractor's collection services bid and award the contract to Rumpke of Ohio, Inc. to be the sole provider of disposal or processing of all solid waste, recyclable materials and yard waste generated at residential units, residential unit equivalents, municipal facilities and during special events.

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 this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, and Ohio Revised Code Section 719.05, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 08/04/2026

Introduced: 08/18/2026

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 Participating Community of City of New Albany, Ohio (the "Collection Agreement") entered into this ____ day of _____, 2026, is by and between the City of New Albany, Ohio (the "Participating Community"), with its offices located at 7800 Bevelhymer Road, P.O. Box 188, New Albany, Ohio 43054, and Rumpke of Ohio, Inc. ("Collection Contractor") a Corporation, with an office located at 3990 Generation Drive, Cincinnati, Ohio, 45251.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 or 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 Township; and

WHEREAS, the Participating Community has determined that it is in the best interests of the Township 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 February 19, 2026, and February 26, 2026, 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 ("2027 Solid Waste Consortium 1 Communities"), invited through advertisement in The Columbus Dispatch 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 April 9, 2026, official opening of the bids by the 2027 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 and has verified that all recyclable materials will be processed at the Facility,

so Recyclable Materials shall be delivered to: Rumpke's Material Recovery Facility at 1190 Joyce Avenue, Columbus, Ohio 43219. 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 Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for five (5) years, beginning on January 1, 2027, and terminating on December 31, 2031.
- 2.3. Implementation Plan.** On or before October 1, 2026, 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 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 and driven the Participating Community-approved Collection Routes. The Participating Community may incorporate additional time restrictions, notwithstanding Section 4.3, such as for major roads during rush hour; (c) that Township-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 to Designated Facilities.** 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 Township-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 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. The Participating Communities pay any tipping fees (processing fees) directly to the Designated Facility for Recycling Processing. 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 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. The Participating Community may require the installation and use of (Participating Community or SWACO provided) equipment capable of reading information on the RFID tag in collection vehicles used by the Collection Contractor.

- 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, including observation of all traffic laws, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

3.6. Recyclable Materials Collection Containers.

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) 65-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 35-, 65- or 95-gallon, wheeled collection container for Recyclable Materials to Residents at the price stated on Exhibit G.

If the Participating Community provides Recyclable Materials containers, then the Participating Community is responsible for delivery and maintenance of the containers. If the Collection Contractor provides the Recyclable Materials containers, then the Collection Contractor is responsible for delivery and maintenance of the containers. If the Recyclable Materials containers are damaged at the fault of Rumpke, Rumpke will replace the containers at no cost; all other damage to the containers will be the responsibility of the Participating Community or the Residents.

3.7. Solid Waste and Yard Waste Collection Containers.

[STATUS QUO, RESIDENT-PROVIDED 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 Participating Community Residents.
- 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 Participating Community 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 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 in 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 otherwise indicated 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 stated 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. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as Township Facilities, Residential Units, or Residential Unit Equivalents.

**ARTICLE III- 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, 2026, the Collection Contractor shall furnish the following to the Participating Community, for approval by the Participating Community: (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 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, Recyclable Materials and Yard Waste 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 and shall ensure that all drivers observe traffic laws on the 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 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 by October 1, 2026. 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 Township 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. Containers shall not be left in the road, where they can obstruct the flow of traffic. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the 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. In addition, if a 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.

- 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, including reimbursement to the Participating Community for replacement of any Participating Community-provided 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 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 to 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 make every effort to arrange for missed services within a 24-hour business day. However, circumstances beyond the control of Rumpke (e.g. incapacitating weather) may cause a 48-hour business day delay.
- 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 Recycling 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 IV - 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 one million, two hundred eighty-five thousand, nine hundred twenty dollars (\$1,285,920.00) 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 listed as an additional insured under a blanket endorsement 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 a copy of a Certificate of Ohio Workers' Compensation. 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.
- c) This section, 5.6 shall survive expiration or earlier termination of this Agreement.

5.7. Environmental 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 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 Township.

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

6.1. **ALTERNATIVE BILLING / PAYMENT PROVISIONS (at option of the Participating Community)**

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:

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

$$\frac{Y}{Z} = Z$$

12 months

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

*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 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.

[OPTIONAL LANGUAGE IF COLLECTING DELINQUENT CHARGES THROUGH PROPERTY ASSESSMENT]

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 of Trustees 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.

- 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 -Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Designated Facilities, as required by Section 6.8 herein; and
- (k) Copies of weight receipts and invoices that the Collection Contractor obtains from the 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

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 April 6, 2026 (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 (\$0.25) per gallon from the base price. Each twenty-five-cent incremental (\$0.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average number of round trips to: the Franklin County Sanitary Landfill, 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 .

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

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average diesel gallon equivalent of **CNG fuel (\$3.11)** as determined by the average diesel gallon equivalent ("DGE") in the **Midwest Region** on April 6, 2026 (the Monday preceding the Bid opening), or the most recent price published, as determined by the U.S. Department of Energy, Clean Cities Alternative Fuel Price Report (energy.gov), for the Midwest Region (Table 6). In the event, this resource is not

available, the Participating Community and Collection Contractor shall agree to an alternative resource to determine the average price for CNG fuel.

If there is a mixed fleet, CNG and Diesel trucks, a weighted average, for example, would be: 10 CNG trucks 5 diesel, so diesel goes up \$0.50 and CNG stays the same 1/3 of fleet gets an increase meaning its $\$0.50/3 = \0.17 as a weighted average. So instead of P (in the formula) equaling \$0.50, P would equal \$0.17.

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 Processing Facility 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 $\div 12$

For Recyclable Materials Processing: $(1/4)$ (per ton price difference) $\div 12$

For Yard Waste Composting: $(1/5)$ (per ton price difference) $\div 12$

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, including charges assessed at a yard waste processing facility for residual solid waste disposed as a result of failure to adequately clean out a collection vehicle that was previously used for collecting solid waste prior to the collection of yard waste. 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 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 Designated or Identified 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 VI - 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 or 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 the 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 VII - 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 otherwise stated 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 Township 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)

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)

EXHIBIT A

Defined Terms

2027 Consortium 1 Communities: 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 95 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture (e.g. chair and matching ottoman counting as one item), mattresses and box springs (counting as one item), 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: the individual or entity selected by a 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, and, if applicable, the individual or entity selected to provide Food Waste collection.

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, Yard Waste or Food 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, Yard Waste or Food 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. 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 may be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement. 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 separately from Yard Waste, the Collection Contractor may be required to enter into a separate contract with the Participating Community that designates the Food Waste Processing Facility and that outlines the weekly curbside collection services.

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, or an associated SWACO facility, to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials, Yard Waste or Food 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.

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

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

Notice of Award: written notification that a Bid has been accepted by a 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 32 gallon collection containers.

Organics: See the definition of Food Waste.

Owner: the legal titleholder of record of any Residential Unit or Residential Unit Equivalent within the City or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Community or Communities: the following political subdivisions, individually or collectively, 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 Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships.

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, Yard Waste and Food 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's Material Recovery Facility located at 1190 Joyce Avenue, Columbus, Ohio 43219 ; 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, tubs, and cups (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, paper cups, glass bottles and glass jars (all colors) and clear clamshell containers. 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.

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, 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: 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 City or Township-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.

Textile 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, 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 City or Township-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 Township on a going-forward basis as Certificates expire.



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6282 BWC.Ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Stephanie McCloud, Administrator/CEO

**CERTIFICATE OF EMPLOYER'S
RIGHT TO PAY COMPENSATION DIRECTLY**

To be posted in employer's place or places of employment in compliance with Section 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies (without any alterations or changes) as required.

Policy Number and Employer Name 20005522	Period Specified Below
RUMPKE CONSOLIDATED COMPANIES, INC. 3990 GENERATION DRIVE CINCINNATI OH 45251-4524	July 1, 2025 to July 1, 2026

Sub(s):

20005522-001 RUMPKE OF NORTHERN OHIO, INC.
20005522-005 RUMPKE WASTE, INC
20005522-002 RUMPKE SANITARY LANDFILL, INC.
20005522-004 RUMPKE OF OHIO INC
20005522-006 WILLIAM THOMAS GROUP, INC.
20005522-003 RUMPKE TRANSPORTATION COMPANY LLC

This certifies that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

Stephanie McCloud

Stephanie McCloud
Administrator/CEO

BWC-7201
SI-1



BMCJF0605A00510930200



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-844-6292 BWC.Ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Stephanie McCloud, Administrator/CEO

FINDING OF FACTS

In matter of the renewal application of

20005522

(hereinafter referred to as employer)

of

RUMPKE CONSOLIDATED COMPANIES, INC.

3990 GENERATION DRIVE

CINCINNATI OH 45251-4524

The above employer, having filed its desire to continue the privilege of self-insurance pursuant to the Ohio Workers' Compensation Law and Section 35, Article II Constitution of Ohio, and such renewal application and its contents having been carefully examined by the Ohio Bureau of Workers' Compensation, the administrator hereby grants the privilege of self-insurance to above the employer from:

July 1, 2025 to July 1, 2026

or until further action of the Ohio Bureau of Workers' Compensation

Sincerely,

Stephanie McCloud

Stephanie McCloud



EXHIBIT C

Implementation Plan Forms

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

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show RUMPKE OF OHIO, INC., an Ohio corporation, Charter No. 1042894, having its principal location in Cincinnati, County of Hamilton, was incorporated on October 15, 1998 and is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 16th day of January, A.D. 2025.*

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202501600746

Consortium I

Single Hauler:

Residential Refuse, Recycling and Yardwaste Collection

Implementation Plan

Communication Guidelines:

1. Effective communication is essential to the success of a waste and recycling collection program.
2. All communications should be clear, open, effective and allow for a two-way dialogue.
3. The tone of all communications should be consistent, honest, positive, and accurate.
4. All communications should follow a clear management structure and sign off system, which allows for the necessary review, flexibility, and clarity.
5. To be flexible and adjust where necessary.

Initial program communications for residents will be compiled and mailed by Rumpke, with municipal approval, to establish accounts, service addresses and billing information. Rumpke will ask for municipal support in obtaining addresses for the initial mailing, as well as a list of addresses for the current customers. Information regarding collection guidelines, service days and recyclable materials will also be included. If supplemental communications channels are available to the municipality, Rumpke would be happy to support the municipal outreach on these platforms.

Rumpke utilizes many forms of communication with municipalities and residents, as appropriate per the terms of the contract. Mailers, flyers, door hangers, container stickers, emails, text messages, phone blasts, social media messages, and website or blog posts are some of the ways we are able to utilize to communicate with residents.

Billing and Payment Options:

Traditionally, Rumpke bills most customers on a quarterly basis. However, auto billing and alternative payment options exist and will be available upon request by the customer. Rumpke observes and can accommodate the notification and requirements in the contract specifications.

At Rumpke, we work hard to make paying your bill quick, easy and worry-free.

Rumpke offers several different payment options:

- Pay Online with RumpkePay, Rumpke's online payment processor
 - Free electronic access to current billing and your payment history.
 - Free automatic payments for enrolling in auto-pay.
- Pay by Phone by calling 1-800-828-8171 and select the "pay by phone" option.
- Pay in person at Rumpke locations. Check Rumpke.com for eligible locations.
- Pay in person at Walmart Money Centers or at the Walmart Customer Service Desk.

Rumpke Waste & Recycling

- Pay by mail by mailing your payment to the following address:

Residential Service	Commercial Service
Rumpke	Rumpke
P.O. BOX 538709	P.O. BOX 538710
Cincinnati, OH 45253-8709	Cincinnati, OH 45253-8710

Customer Service Team:

A specialized customer service team will handle any communication from customers whether it be a phone call, email, or social media message. They'll be greeted by professionally trained representatives each time they contact us. Each representative will be familiar with the service area and protocols agreed upon by the municipality.

Key Contacts:

A full list of key contacts will be provided to you upon award of the contract.

Municipality Contact:

As a municipality, you will be provided with a specialized Municipal/Public Sector Representative to assist you any questions or concerns you may have before or after the change in service provider.

In partnership with Rumpke, you will also receive access to a priority email address. This will direct your request immediately to a specialized team of customer service representatives and the leadership staff in the nearest domestic Rumpke Customer Service Center, who remain in constant contact with Rumpke's operations teams to prioritize your needs.

Service Overview:

Rumpke is able to accommodate all types of service requirements as outlined in the service contract. Examples of services that Rumpke may provide include:

- **Curbside Service**
 - Curb or streetside service of containers.
 - Available for trash, recycling, or yardwaste services.
- **Walk-up Service**
 - A driver will retrieve the container from the home, service it, and return it to the home.
 - There may be a limit on the distance we can cover.
 - Available for trash and recycling services.
- **Pull-in Service**
 - A driver will pull the truck onto a long driveway and drive back to the location of the container to provide service.
 - There may be a limit on the distance we can cover and some safety restrictions may apply due to the width of the drive or turn around space.
 - Available for trash, recycling, and yardwaste services.
- **Carts and Containers**
 - 65, and 95 gallon carts are available to customers upon request and contain serial numbers for identification.
 - If the carts are additional to what the contract calls for, then the customer will be charged whatever the rate was bid at for additional carts.
 - Brown in color for trash service, Green in color for recycling service.



Rumpke Waste & Recycling

- o Larger size containers are available commercially, up to 42 compacted yards.

- Large item collection
 - o Bulky items like couches and furniture can be collected. Upholstered items are required to be wrapped in plastic for the safety of our collection teams.

Service Schedule:

The Rumpke service schedule is consistent from the first day of service. Days of service will be clearly communicated and will be included in the customer messaging. And while the exact time of the service will usually be somewhat consistent, there may be some variation from week to week due to multiple potential factors.

Weather Delays:

Occasionally, Rumpke is impacted by unavoidable delays where our service is impacted, and delays may occur. Rumpke will make every effort to alert all affected customers. We use a combination of methods depending on the geographical reach of the delay. These may include posting the delay on Rumpke.com, texting and emailing whenever possible, as well as posts on social media. We will also support the municipality in getting the message out via their own channels and methods.

Holiday Schedule:

Rumpke makes every effort to provide the holiday schedule clearly in advance of every holiday. The holiday schedule is available on Rumpke.com. Additionally, Rumpke will utilize mailers, social media, text messages, and blog posts to communicate before every major holiday.

6-day Holiday Schedule:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

If the holiday appears on a weekend day, service will not be delayed. If a holiday appears on a weekday after the customer's service day, their service will not be delayed. If a holiday appears on a weekday on or before a customer's service day, their service day will be delayed by one day.

Exceptions may be able to be accommodated per the contract language if it's different than the normal Rumpke practice.

Communication and Event Timeline:

_____ Contract is awarded

- Rumpke will place order for trash and recycling carts, as required by contract
- Rumpke will upload customer information and develop route information.
- Rumpke will work with your community to prepare communications pieces including news releases, social media posts and direct mailer.
- Rumpke will order any public receptacles needed.

_____ Public communication is initiated

- Rumpke will issue communication pieces introducing the new waste and recycling program.



Rumpke Waste & Recycling

- Rumpke will meet with community groups to review the new program.
- Rumpke sales representatives will visit with community to verify service and billing.
- Rumpke will continue meeting with community groups to review the new waste and recycling program.

____ Delivery of carts, containers, and other equipment is initiated

- Rumpke will deliver trash and recycling carts.
- Rumpke will install public receptacles.

____ Rumpke service begins



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



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 City/Township of _____ ("Beneficiary") 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 _____, 2026, 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 Designated or Identified 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 _____, 2027, 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: _____

A **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:	4,000
Approximate annual volume of:	Solid Waste 3451 tons
	Recyclable Materials 1100 tons
	Yard waste 486 tons

Current Collection Day:	Thursday
Entity that performs billing services:	Contractor/ Hauler
Entity that pays Recycling Processing:	City of New Albany

Contractor/Hauler provides a 96-gallon wheeled recycling container to each resident.

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

Governmental Facilities and Community Events requiring services:

The Contractor shall provide collection containers and weekly service to the City at the following locations:

Village Hall:	2CY dumpster (solid waste) <u>pickup twice a week</u>
99 W. Main Street	2CY dumpster (recycling) <u>pickup twice a week</u>
(combining village hall and police station)	

Public Service Facility:	8CY dumpster (solid waste)
7800 Bevelhymer Rd.	6CY dumpster (recycling)
	(1) 30CY dumpster (solid waste street sweepings, 52 pulls per year)
	(1) 30CY dumpster (construction debris)

Philip Heit Center for Healthy N.A.	4CY dumpster (solid waste)
150 W. Main	4CY dumpster (recycling)

Hinson Amphitheater	4CY dumpster (solid waste)
170 E. Dublin Granville Rd.	2CY dumpster (recycling)
	(seasonal – pickup twice a week, May-Nov.)

Community Events:	Two community events per year, each requiring:
	(2) 8CY dumpsters (solid waste, 1 pull only)
	(1) 8CY dumpster (recycling, 1 pull only)

Taylor Farm Park:

(2) 95 Gallon (solid waste)

(1) 95 Gallon (recycling)

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. Township 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 the Contractor in the performance of services hereunder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2026

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 McGriff, a Marsh & McLennan Agency LLC Company 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: Linda Crocker PHONE (A/C, No, Ext): 404 497-7500 E-MAIL ADDRESS: Linda.Crocker@marshmma.com FAX (A/C, No):														
INSURED Rumpke of Ohio, Inc. 3990 Generation Drive Cincinnati, OH 45251	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B :National Union Fire Insurance Company of Pittsburgh, PA</td><td>19445</td></tr><tr><td>INSURER C :AIU Insurance Company</td><td>19399</td></tr><tr><td>INSURER D :ACE Property and Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER E :Everest Indemnity Insurance Company</td><td>10851</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Lexington Insurance Company	19437	INSURER B :National Union Fire Insurance Company of Pittsburgh, PA	19445	INSURER C :AIU Insurance Company	19399	INSURER D :ACE Property and Casualty Insurance Company	20699	INSURER E :Everest Indemnity Insurance Company	10851	INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER: D7H9HBGR

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:		011170499 011170500	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SIR \$ 500,000
B E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		AL4805391 XC4BF00003-241	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto Liability \$ 4,000,000
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		XEUG72557736 005 Auto Excess Liability retention: 1st \$5,000,000 of Umbrella	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	XWC1310382 (OH) WCC62790874 (IL, IN, KY, MO, TN, TX, VA) \$500,000 SIR applies to XS OH	12/31/2025	12/31/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Persons or Organizations are added to the General Liability policy as Additional Insured where required by written contract, written agreement, or permit. For SWACO and all related entities or subsidiaries, employees, agents and/or representatives Waiver of Subrogation applies on the General Liability policy where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

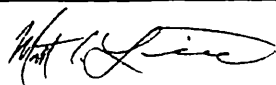
SWACO 4239 London Groveport Rd Grove City, OH 43123	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT G – 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 2027 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. 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 and New Albany organics collection. The bids submitted in Part II 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	Wednesday/Thursday	Wednesday/Thursday

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 will bid out and designate a Facility for Recyclable Materials processing prior to the commencement of this agreement, and pay any tipping fees (processing fees) Directly to the Recycling Processing Facility.

Unless otherwise indicated in Exhibit E, all prices shall also be inclusive of services provided to Municipal Facilities (Exhibit E) at no additional charge. With the exception of the City of Westerville, 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)

The current services for the Cities of Bexley and New Albany and Mifflin and Plain Townships are described as follows:

Bexley

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Bexley has some community-provided 64- or 96-gallon trash carts, for residents who have opted to purchase them from the City.
- Bexley has provided all residents with a 65-gallon recycling cart.
- Residents who do not purchase a cart, provide their own trash carts.

2026 price = \$23.95 plus \$1.63 per month or \$2.60 per quarter billing fee.

New Albany and Plain Township:

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Residents provide solid waste carts
- Rumpke currently provides each residential Unit with a 65-gallon, wheeled recycling cart.

2026 price = \$24.35 plus \$1.63 per month or \$2.60 per quarter billing fee.

All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited and shall include collection of Bulk Items from the usual point of pickup. Bulk Item collection does not include additional household Solid Waste that simply exceeds the capacity of a Resident's selected collection container.

Mifflin

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Rumpke provides 3 sizes of trash carts.
- Rumpke provides 65- gallon, wheeled Recyclable Materials Collection Container to each residential unit.

2026 price = based upon the volume of the Solid Waste Collection (cart contents only), plus \$1.63 per month or \$2.60 per quarter billing fee:

95 gallon \$24.54

65 gallon \$23.31

35 gallon \$22.92



Residents may rent additional Recycling Containers for \$3.50 per



Resident Provided Solid Waste Collection Containers

Residents supply their own Yard waste containers and bulk items are collected on the regularly scheduled collection day.

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 tables below.

Residential Unit per month bid price for collection, transportation and delivery
of Solid Waste, Recyclable Materials, and Yard Waste
Recycling Processing Fees shall be paid by all communities

City of Bexley
\$ <u>27.91</u> FIVE-YEAR TERM (1/1/27 - 12/31/31)

City of New Albany and Plain Township* * Exhibit E services are not included in this price and shall be separately paid by the Community;
\$ <u>26.79</u> FIVE-YEAR TERM (1/1/27 - 12/31/31)

Bid Entry Table

Bidders shall provide a price for service described above by entering figure A in the bid entry table below, which is the bid price for provision of service for a Residential Unit that uses a 95-gallon solid waste cart. The prices for service for Residential Units that use the 65- and 35-gallon Solid Waste cart sizes will be calculated using the formula in the Bid Entry Table (subtracting \$1.25 per month for using a 65-gallon cart, and subtracting \$2.50 per month for Residential Units using a 35-gallon cart).

Cart Size	EXAMPLE Mifflin Township Cart-contents only
	Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Recyclable Materials, and Yard Waste
95 gallon	\$ <u>24.54</u> (A)
65 gallon	\$ <u>23.29</u> (A -\$1.25)
35 gallon	\$ <u>22.60</u> (A -\$2.50)

Cart Size	Mifflin Township Cart-contents only
	FIVE-YEAR TERM (1/1/27 - 12/31/31)
95 gallon	\$ <u>29.61</u> (A)
65 gallon	\$ <u>28.17</u> (A -\$1.25)
35 gallon	\$ <u>27.72</u> (A -\$2.50)

EXHIBIT G – BID FORMS – PART I(B)

The current services for the Cities of Gahanna and Reynoldsburg are described as follows:

City of Gahanna

Local Waste is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Local Waste provides each Residential Unit with a 95-gallon solid waste cart (residents may request a smaller container).
- City of Gahanna currently provides each residential Unit with a 65-gallon, wheeled recycling cart.

2026 price = \$20.47 plus \$1.95 per month or per quarter billing fee.



Residents may rent additional Recycling Containers for \$3.50 per month

City of Reynoldsburg

Local Waste is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Local Waste provides each Residential Unit with a 95-gallon solid waste cart. Residents may request a smaller container, subject to availability, or opt out of Contractor provided cart and can use any other lidded container outlined in the City Codified Ordinances, Chapter 975.08.
- City of Reynoldsburg currently provides each residential Unit with a 65-gallon, wheeled recycling cart.

2026 price = \$20.47 plus \$1.95 per month or per quarter billing fee.

Residents provide their own Yard Waste Containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited and shall include collection of Bulk Items from the usual point of pickup. Bulk Item collection does not include additional household Solid Waste that simply exceeds the capacity of a Resident's selected collection container.



EXHIBIT G – BID FORMS – PART I(B)

**STATUS QUO COLLECTION BID
Gahanna and Reynoldsburg**

Bid Entry Table

Bidders shall provide a price for “Status Quo” service described above by entering the price in the bid entry table below.

Residential Unit per month bid price for collection, transportation and delivery
of Solid Waste, Recyclable Materials, and Yard Waste
Recycling Processing Fees shall be paid by communities

Cities of Gahanna and Reynoldsburg	
\$ <u>24.15</u>	FIVE-YEAR TERM (1/1/27 - 12/31/31)

EXHIBIT G – BID FORMS – PART I(C)

The current services for the City of Westerville and Blendon Township are described as follows:

Westerville & Blendon:

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Residents provide their own trash containers and yard waste containers.
- City of Westerville and Blendon Township currently provide each residential Unit with a blue wheeled recycling cart.

2026 price = \$24.42 plus \$1.63 per month or \$2.60 per quarter billing fee.

The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited and shall include collection of Bulk Items from the usual point of pickup. Bulk Item collection does not include additional household Solid Waste that simply exceeds the capacity of a Resident's selected collection container.



Residents may rent additional Recycling Containers for \$3.50 per month

EXHIBIT G – BID FORMS – PART I(C)

STATUS QUO COLLECTION BID Blendon Township and Westerville

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

Recycling Processing Fees shall be paid by communities

Blendon Township and City of Westerville	
\$ 28.45	FIVE-YEAR TERM (1/1/27 - 12/31/31)

EXHIBIT G – BID FORMS – PART I(D)

Collection Bid - Dublin and Washington Township

The current services for the City of Dublin and Washington Township are described as follows:

Dublin & Washington Township:

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- City of Dublin
 - City provides 65-gallon recycling carts to each Residential Unit (residents may request a different size)
 - Residents provide solid waste containers or rent from Rumpke.
- Washington Twp.
 - Rumpke provides 95-gallon solid waste and 95-gallon recycling containers to each Residential Unit.

2026 price \$24.22 plus \$1.63 per month or \$2.60 per quarter billing fee.

Dublin and Washinton Township both pay for the services without billing their residents.



Residents may rent additional Recycling Containers for \$3.50 per

The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited and shall include collection of Bulk Items from the usual point of pickup. Bulk Item collection does not include additional household Solid Waste that simply exceeds the capacity of a Resident's selected collection container.



Resident Provided Yard Waste Container Containers

EXHIBIT G – BID FORMS – PART I(D)

**STATUS QUO COLLECTION BID
Dublin and Washington Township**

Bid Entry Tables

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
Recycling Processing Fees shall be paid by communities

City of Dublin & Washington Township	
\$ <u>28.58</u>	FIVE-YEAR TERM (1/1/27 - 12/31/31)

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>25.00</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>67.00</u>
Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>39.29</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>45.84</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>52.39</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>474.76</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>523.87</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>621.00</u>
Per Residential Unit per month surcharge for the Rental of 95 gal., 65 gal., and 32 gal. Solid Waste or Recyclable Materials collection container	\$ <u>3.50</u> (95) \$ <u>3.50</u> (65) \$ <u>N/A</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>27.29</u>

<u>Additional Recyclable Materials Collection for Municipal Facilities and Special Events</u>	Pulls/Collections Per Week*					
Container Size	1	2	3	4	5	6
Cart/tote up to ½ cubic Yard or ≈ 95 gallon	\$ 24.55	\$ 49.11	\$ 73.67	\$ 98.23	\$ 122.78	\$ 147.34
2 to 3 cubic yards	\$ 44.20	\$ 88.40	\$ 132.60	\$ 176.81	\$ 221.00	\$ 265.21
4 cubic yards	\$ 49.04	\$ 98.08	\$ 147.10	\$ 196.13	\$ 245.17	\$ 294.21
6 cubic yards	\$ 73.54	\$ 147.09	\$ 220.62	\$ 294.16	\$ 367.72	\$ 441.26
8 cubic yards	\$ 98.17	\$ 196.11	\$ 294.18	\$ 392.24	\$ 490.30	\$ 588.35
10 cubic yards	\$ 122.58	\$ 245.15	\$ 367.73	\$ 490.30	\$ 612.89	\$ 735.46
6-cubic yd. compactors	\$ 220.63	\$ 441.28	\$ 661.90	\$ 882.54	\$ 1,103.18	\$ 1,323.81
8-cubic yd. compactors	\$ 294.19	\$ 588.37	\$ 882.56	\$ 1,176.74	\$ 1,442.05	\$ 1,765.13
30-cubic yd compactors	\$ 2,805.34	\$ 5,217.77	\$ 7,630.19	\$ 10,042.62	\$ 12,455.06	\$ 14,867.49
35-cubic yd compactors	\$ 2,844.63	\$ 5,296.35	\$ 7,748.06	\$ 10,199.79	\$ 12,651.51	\$ 15,146.03

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.

SWACO 2027 CONSORTIUM 1

COLLECTION SERVICES BID

BID EXCEPTIONS & CLARIFICATIONS

ARTICLE III – GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

3.6 Recyclable Materials Collection Containers.

If the Collection Contractor provides the Recyclable Materials containers, then the Collection Contractor is responsible for delivery and maintenance of the containers.

Clarification: If the Recyclable Materials containers are damaged at the fault of Rumpke, Rumpke will replace the containers at no cost; all other damage to the containers will be the responsibility of the Participating Community or the Residents.

ARTICLE IV – COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

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.

Rumpke notes its exception to this provision. While Rumpke prides itself of providing the highest levels of service in the industry, given the effects of the pandemic and workforce issues, Rumpke is no longer agreeable to defined service penalties. We are confident that mutually agreeable language can be negotiated to resolve this issue.

4.6 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. Containers shall not be left in the road, where they can obstruct the flow of traffic. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the 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. In addition, if a 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.

Rumpke notes its exception to this provision. While Rumpke prides itself of providing the highest levels of service in the industry, given the effects of the pandemic and workforce issues, Rumpke is no longer agreeable to defined services penalties. We are confident that mutually agreeable language can be negotiated to resolve this issue.

4.11 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.

Rumpke will make every effort in returning for all missed services within a 24 hour business day. However, circumstances beyond the control of Rumpke, such as incapacitating weather, may cause a 48-hour business day delay.

ARTICLE V – PERFORMANCE ASSURANCE , BOND, INSURANCE AND IDEMNIFICATION

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.

Rumpke notes its exception to include the Participating Community as an additional named insured on the grounds that this grants authority under our program, and we limit our exception to this extent and would name the Participating Community as additional insured under a blanket endorsement where claims can still be tendered by the Participating Community. We are confident that mutually agreeable language can be negotiated to resolve this issue.

5.5 Workers' Compensation Coverage.

Prior to commencing work under this Collection Agreement, the Contractor shall furnish to the City/Village satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the

City/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.

Rumpke notes its exception to this provision on the grounds that it is overly excessive. It is Rumpke's practice to provide proof of WC coverage, but not payment of premiums for its employees. We are confident that mutually agreeable language can be negotiated to resolve this issue.

5.6 Indemnification.

The Contractor shall save, indemnify and hold the City/Village, its Council members, elected, appointed or hired officials, employees, representatives, agents, officers, consultants, or insurers 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 Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable. 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.

Rumpke notes its exception to the General Indemnification provision on the grounds that the current language would make Rumpke liable for acts of the Participating Community and we limit our exception to this extent. We are confident that mutually agreeable language can be negotiated to resolve this issue.

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 City/Village/Township.

Rumpke notes its exception to this provision on the grounds that it forces us to waive our legal rights and we limit our exception to this extent. We are confident that mutually agreeable language can be negotiated to resolve this issue.

ARTICLE VI – BILLING, PAYMENT, ADJUSTMENT OR REDUCTIONS TO PAYMENT

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

Rumpke Waste & Recycling

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.

Rumpke notes its exception to this provision. While Rumpke prides itself of providing the highest levels of service in the industry, given the effects of the pandemic and workforce issues, Rumpke is no longer agreeable to defined service penalties. We are confident that mutually agreeable language can be negotiated to resolve this issue.

ARTICLE VII — BREACH, CURE, AND TERMINATION

7.2 Surety of 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



Rumpke Waste & Recycling

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.

Rumpke notes its exception to Cover in the Event of a Material Failure provision. The current language notes material failure when in receipt of 20 bona fide complaints in any given month, however, the current challenges in our industry with labor, equipment and fuel are issues that require Rumpke to limit our exception to this extent. Rumpke will work directly with the Participating Community to address and remedy any service issues.



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





Waste & Recycling

HOLIDAY SCHEDULE

Holidays that will affect your Rumpke service day:

- New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

If the date of the actual holiday is the day-of or a weekday before your service day: Service will be delayed 1 day that week.

If the date of the actual holiday is on a weekday after your service day or on Saturday or Sunday: Service will occur as scheduled.

Visit www.rumpke.com for a complete holiday schedule.



Waste & Recycling

Notification Plan – Stickers

Curbside Solid Waste Collection

Please visit us at www.rumpke.com or call us directly at 1-800-828-8171.

We're sorry; however, we are unable to service your account today because:

Payment

- ☐ Non-payment, there is an outstanding balance on your account.
- ☐ You are not registered as a Rumpke customer.

Containers & Collection

- ☐ This container requires a one-time use sticker.
- ☐ The container is unacceptable size; it exceeds the acceptable gallon limit.
- ☐ The container is an improper container—Drums, barrels, yard receptacles or other non-waste containers are not acceptable.
- ☐ The weight of your container exceeds the maximum allowable weight.
- ☐ The amount of waste at the curb exceeds allowable limits.
- ☐ Access to your container was blocked (trees, signs, cars, mailboxes, construction, etc.).
- ☐ Bulk items require special scheduled collection.
- ☐ Your trash or recycling was not placed at the curb the night before scheduled collection.

Yard Waste Collection

- ☐ Local law prevents Rumpke from collecting yard waste mixed with trash.
- ☐ Loose material must be bundled into proper lengths and widths.
- ☐ Plastic bags cannot be placed with yard waste materials.
- ☐ Separate yard waste collection is not available in your area.

Unacceptable Items

- ☐ Combustible/liquid materials are not accepted.
- ☐ Fluorescent bulbs are not accepted.
- ☐ Chlorofluorocarbon (CFC) containing appliances are not accepted.
- ☐ Other: _____

Thank you for choosing Rumpke. We appreciate your attention to this matter and your business.



Recycling Collection

Please visit us at www.rumpke.com or call us directly at 1-800-828-8171.

We're sorry; however, we are unable to service your account today because:

Your recycling container included an unacceptable amount of contamination (waste material). Please review a complete list of acceptable recyclables below or visit www.rumpke.com anytime for more information.

Residents can recycle the following items:

- Plastic bottles and jugs
- Glass bottles and jars
- Aluminum cans
- Steel cans and lids
- Paperboard (like cereal boxes)
- Cardboard
- Office paper
- Envelopes and junk mail
- Newspapers, magazines and inserts
- Telephone books and catalogs
- Cartons



Thank you for recycling. Rumpke appreciates your business.



Waste & Recycling

LARGE AND/OR BULKY ITEM LIST

Air Conditioner (window)*
Bathtub
Bulk Material (per container)
Bundled Yard Waste (brush, per bundle)
Carpet - rolled, secured/tied, 48" in length
Carpet Padding - rolled, secured/tied, 48" in length
Chair (upholstered)**
Chair (wooden)
Dehumidifier*
Dishwasher
Dryer
Freezer*
Holiday Tree
Hot Water Tank
Incinerator
Loose Material (per container)
Mattress/Box Springs**
Refrigerator*
Plastic Bagged Yard Waste (grass and leaves, per bag)
Proprietary Bagged Yard Waste (grass and leaves, per bag)
Shower/Tub Unit
Sink
Sofa**
Stationary Tubs
Stove/Oven
Swing Set (disassembled)
Table (end)
Table (kitchen)
Television
Toilet & Tank
Washer

* All appliances must have the Freon/CFC's properly removed by a licensed technician and tagged as such prior to collection

** All upholstered furniture, must be wrapped and sealed in plastic prior to collection day



Waste & Recycling

UNACCEPTABLE ITEMS LIST

- Aerosols
- Ammunition
- Any listed wastes in Title 40 Code of Federal Regulations part 261
- Appliances containing refrigerant and/or Freon
- Asbestos
- Batteries
- Chemicals
- Cleaning Products
- Corrosive, flammable, reactive, explosive, toxic, or otherwise hazardous materials
- Corrosives & Solvents
- Dead Animals
- Dirt/soil and contaminated dirt/soil
- Dry wall, concrete, bricks, dirt and rocks.
- Empty containers including drums, tanks, 5-gallon pails, aerosol cans
- Explosives
- Fluorescent light bulbs, lamps and ballasts
- Hazardous Waste
- Hospital Beds
- Liquids
- Manufacturing/process waste—sludge, sand, dust, filters, shot blast, various paint Wastes
- Medical/infectious/biohazard waste
- Motor Oil
- Obsolete chemicals/products
- Paints & Stains
- PCB waste 50 ppm or above
- Pesticides, herbicides, and fertilizers
- Pool Chemicals
- Products with Mercury
- Propane Tanks
- Radioactive waste
- Rags, absorbent, and other materials impacted with paint, cleaners, or chemicals
- Spill cleanup materials
- Tires
- TV's greater than 32 inches



RESOLUTION R-36-2026

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, the City of New Albany has identified waste diversion as one pillar of the Engage New Albany strategic plan; and

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the city of New Albany 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 community; and

WHEREAS, the City of New Albany has accepted and awarded a separate contract to a collection contractor, for the collection, transportation and delivery of all recyclable materials generated at residential units and municipal facilities and during special events located within the city of New Albany; and

WHEREAS, the New Albany City Council has determined that it is in the best interests of its residents for the City of New Albany to arrange for the guaranteed acceptance and processing of all recyclable materials generated at residential units, residential unit equivalents, municipal facilities and during special events located within the community from a single contractor on an exclusive basis; and

WHEREAS, following the July 17, 2026, official opening of the bids by the 2027 Solid Waste Consortium and consideration of bids for processing services of recyclable materials, the city of New Albany determined that Rumpke of Ohio, Inc. is best qualified to provide the collection services to the community; and

WHEREAS, the City of New Albany desires to accept the contractor's recycling processing services bid and award the contract to Rumpke of Ohio, Inc. to be the sole provider of recycling processing 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. The city manager is hereby authorized to execute an agreement for the recycling processing for 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 this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, and Ohio Revised Code Section 719.05, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 08/04/2026

Introduced: 08/18/2026

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 _____, 2026, is by and between the 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.

RECITALS

WHEREAS, pursuant to Section 715.43 and Section 3707.43 or Section 505.27 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 June 11, 2026 and June 18, 2026, 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 (“2027 Solid Waste Consortium”), invited through advertisement in the Columbus Dispatch 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’s Material Recovery Facility** and located at **1190 Joyce Avenue, Columbus, Ohio 43219** (“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 be a five (5) year term. The Agreement shall commence on January 1, 2027, upon its execution by both parties hereto and shall expire on December 31, 2031. 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 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 5:00 p.m., Monday through Friday, excluding 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 Community an amount not to exceed thirty-five dollars (\$35.00) per ton, or pay to the Participating Community an amount not to exceed twenty dollars (\$ 20.00) per ton, in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit C, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor.
- 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, jugs (all colors and resin types), and polypropylene tubs and cups (all colors), 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 (e.g., clamshell containers).

- 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 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 issue a fee other than the per ton bid price for processing Recyclable Materials or refuse to accept any Recyclable Materials collected from within the Participating Community delivered by the Collection Contractor for processing for any reason, including but not limited to contamination, unless and until the Participating Community has been notified, provided photographic evidence, 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) 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 and/or SWACO, at the Participating Community and/or SWACO's sole expense, respectively, to inspect the Identified Facility, audit, or 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 Identified Facility for incoming, outgoing, delivery to market, or sale of Recyclable Materials and residual Solid Waste attributable to the Participating Community, including material allocations, contamination levels, and any processing fees identified in a revenue sharing formula. Any such inspection or copying requested by the Participating Community and/or SWACO shall be conducted during the Identified Facility's normal business hours and the Participating Community and/or SWACO 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 and/or SWACO 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
- 4.9.** Political subdivisions located within the Solid Waste Management District that may "opt in" to this contract at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.
- 4.10.** At any time during the term of this contract, the Participating Community may "opt in" to a competitively bid recycling processing contract established between SWACO and the Contractor for the acceptance and processing of Recyclable Materials if SWACO has executed such a contract for the purpose of providing recycling processing services that are available to all communities within SWACO's jurisdiction.

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

THE CITY OF NEW ALBANY, OHIO

(Signature)

(Printed Name)

(Title)

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

RUMPKE OF OHIO, INC.

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

DEFINED TERMS

2027 Consortium: collectively, the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg and Westerville; 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 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 this Recycling 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.

Municipal Facilities: Participating Community-owned buildings, parks, street collection containers and/or other locations, including commercial businesses where a Participating Community collects Recyclable Materials, 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 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, New Albany, Reynoldsburg and Westerville; Blendon, Mifflin, Plain, and Washington Townships.

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), and polypropylene tubs and cups (all colors), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles, glass jars (all colors). The processor may identify other material types accepted (e.g., clamshell containers).

Recycling Services Agreement, Recycling Agreement, or Agreement: agreement establishing where all Source-Separated Recyclable Materials, 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, 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.

Unacceptable Materials: any Solid Waste that does not constitute a Recyclable Material and is not permitted and/or processable at the Designated Facility.

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 _____, 20____, 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 _____, 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 C

BID FORM FOR THE PROCESSING OF RECYCLABLE MATERIALS

Five (5)- Year Term 1/1/2027 – 12/31/2031 Not to exceed cost per ton bid price for processing of Recyclable Materials \$ <u>35.00</u> Not to exceed payment (rebate) per ton bid price for processing of Recyclable Materials \$ <u>20.00</u>
--

Bidders are required to submit a revenue-sharing proposal with complete details of the revenue sharing formula.

Bids for Processing of Recyclable Materials are due July 17, 2026 by 12:30 p.m.

The State of Recycling

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.

With outlets limited and recycling volumes increasing, quality remains a priority. Residents must do their part by recycling only the items accepted in their program. Additionally, Rumpke is taking the following measures to ensure quality:

- adding equipment for additional quality control
- increasing educational outreach and partnerships
- purchasing additional sorting equipment and making upgrades to existing recycling facilities, including our Material Recovery Facility in Columbus, Ohio
- securing agreements with additional domestic end users and partners

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 acceptance of source-separated Single Stream Recyclable Materials generated by the Consortium I communities, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1190 Joyce Avenue, Columbus, Ohio 43219. Rumpke shall invoice the Collection Contractor monthly for source-separated Single Stream Recyclable Materials processing services.

Recyclable Materials

Recyclable Materials will include all steel cans, aluminum cans, plastic bottles/jugs, cartons, clamshells, 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 sold tons 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.

Cardboard	P&PW/OBM High Side OCC #11 Corrugated	Non-Fiber
Mixed Paper	P&PW/OBM High Side Mixed Paper #54	Set forth at
Aseptic Containers	P&PW/OBM High Side, (SOP) Sort Office Paper @ 50%	

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	<u>Residuals Cost</u>
PET	Baled, .lb, picked up	Average	The Residuals Cost
HDPE Natural	Baled, .lb, picked up	Average	shall be \$65 per ton.
HDPE Color	Baled, .lb, picked up	Average	
Aluminum Cans (UBC)	Baled, .lb, picked up	Average	Processing Fee
Steel Cans	Baled, .lb, picked up	Average	The Processing Fee
Polypropylene (Post Consumer)	Baled, .lb, picked up	Average	shall be \$105 per
Glass (3 Mix)	Baled, .lb, picked up	Average	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.



Sample of the Recycling Processing Adjustment

Commodity Category	Allocation Percentage	Index Price Formula	Index Price Formula Rate	Value
Cardboard # 11	38.52%	PP&W - Midwest, High Side	\$65.00	\$25.04
Mixed Paper	19.40%	PP&W - Midwest, High Side	\$35.00	\$6.79
Steel Cans	2.07%	SMP.Com- Chicago Average	\$190.00	\$3.93
Aluminum Cans	1.97%	SMP.Com- Chicago Average	\$1,900.00	\$37.43
HDPE (Natural)	1.10%	SMP.Com- Chicago Average	\$1,615.00	\$17.77
HDPE (Color)	1.61%	SMP.Com- Chicago Average	\$190.00	\$3.06
PET (Clear)	6.77%	SMP.Com- Chicago Average	\$20.00	\$1.35
Polypropylene (PC)	1.18%	SMP.Com- Chicago Average	\$390.00	\$4.60
Mixed Glass	14.80%	Actual & Transport	(\$30.00)	(\$4.44)
Residuals	12.94%	Cost	(\$65)	(\$8.41)
		Processing Fee		(\$105.00)
		Net Value		\$17.88*

*In the sample above, the net charge would be \$17.88 per ton.

RUMPKE



Waste & Recycling

HOLIDAY SCHEDULE

Holidays that will affect your Rumpke service day:

- New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

If the date of the actual holiday is the day-of or a weekday before your service day: Service will be delayed 1 day that week.

If the date of the actual holiday is on a weekday after your service day or on Saturday or Sunday: Service will occur as scheduled.

Visit www.rumpke.com for a complete holiday schedule.

Recycle These

PAPER



Cardboard should fit inside cart.
Remove caps and straws.

PLASTIC CONTAINERS



Reattach lid.

METAL CANS & CUPS



Non-hazardous,
non-flammable material only.

GLASS BOTTLES & JARS



Any color.

PREVENT FIRES



For a complete list of acceptable items,
visit Rumpke.com or scan the QR code.



SCAN ME

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

Clear Clamshells – FAQ

BACKGROUND

Starting November 1, 2024, customers within Rumpke's Columbus, Cleveland and Waverly Regions can add clamshells to their recycling carts.

This includes:

- Clear plastic carry-out containers
- Clear plastic fruit, berry and lettuce containers
- Clear plastic egg containers

WHAT ABOUT CUSTOMERS IN RUMPKE'S OTHER FIVE REGIONS? CAN THEY RECYCLE CLAMSHELLS?

For right now, clamshell recycling is only available to customers serviced by the Rumpke Recycling & Resource Center in Columbus. This includes customers within Rumpke's Columbus, Cleveland and Waverly regions. However, customers located in Rumpke's other service areas should not despair. As Rumpke continues to upgrade its other recycling facilities with new technology and end user markets continue to expand, you can expect similar recycling options to become available in other areas as well.

ARE ANY OF THE FOLLOWING ITEMS INCLUDED?

- Black or white clamshell containers
- Plastic deli trays
- Cake containers with a clear plastic lid
- Plastic packaging on items like scissors, toothbrushes or toys

No, these items are not accepted. The expanded item only includes clear plastic clamshell containers, often used as carry-out containers at restaurants and for fruit, berries, lettuce and eggs.

WHAT ABOUT PLASTIC DELI TUBS, LIKE THE ONES YOU GET WITH POTATO SALAD OR SOUP?

Yes, these are accepted in Rumpke's recycling program. We began accepting these items a few years ago when we started accepted tubs and cups.

WHY ARE THESE ONLY ACCEPTED IN CERTAIN AREAS BUT NOT ALL OF RUMPKE'S SERVICE TERRITORY?

Rumpke's new Recycling & Resource Center in Columbus, Ohio, has new artificial intelligence and optic technology for removing clamshells from the recycling mix of materials. Rumpke will continue upgrading its other recycling facilities with new technology to offer expanded offerings in the future.

WHAT NEW PRODUCTS WILL CLAMSHELLS BE RECYCLED INTO?

After processing, Rumpke will bale the clamshell containers and ship them to a partner manufacturer that will recycle them into plastic pellets for use in the production of a variety of new plastic products. Our end-user is Eastman Chemical. They are in Tennessee. Most of the material they produce will go back to Ohio-based P&G to be used in product containers.

WHY DO I HAVE TO WAIT UNTIL NOVEMBER 1? ISN'T THE FACILITY ALREADY BUILT?

As you might imagine, any time we expand our list of accepted items for recycling, we have over a million customers ready to send these items to us for recycling. Announcing it now gives everyone an opportunity to prepare. On November 1, the entire Rumpke team will be ready for the influx of clear clamshells and ensure they are properly recycled!



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





RESOLUTION R-37-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE CURBSIDE COLLECTION, TRANSPORTATION AND PROCESSING OF RESIDENTIAL FOOD WASTE GENERATED WITHIN THE CITY OF NEW ALBANY, OHIO

WHEREAS, the City of New Albany has identified waste diversion as one pillar of the Engage New Albany strategic plan; and

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City of New Albany 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 food waste, generated within the city of New Albany; and

WHEREAS, the City of New Albany has determined that it is in the best interests of the community and its residents to arrange for the weekly curbside collection, transportation and processing of food waste generated at residential units and residential unit equivalents from a single collection contractor on an exclusive basis; and

WHEREAS, as part of a joint bid process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2027 Solid Waste Consortium"), The Compost Exchange submitted a bid to become the exclusive provider of food waste collection services for the benefit of the City of New Albany and its residents; and

WHEREAS, following the April 9, 2026, official opening of the bids by the 2027 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 City of New Albany and approved the award of the collection agreement to the collection contractor; and

WHEREAS, the City of New Albany has selected The Compost Exchange to provide residential curbside food waste collection services and has verified that all food waste will be processed and delivered to: Ohio Penal Industries at London Correctional Institution, an Ohio EPA Class II Facility at 1580 OH-56, London, Ohio 43140, or The Compost Exchange Processing Center (a future Ohio EPA Class II Facility) located at 1143 Shoemaker Ave., Columbus, Ohio 43201.

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 residential curbside food waste collection and processing for 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 this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, and Ohio Revised Code Section 719.05, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 08/04/2026

Introduced: 08/18/2026

Revised:

Adopted:

Effective:

**AGREEMENT FOR THE CURBSIDE COLLECTION, TRANSPORTATION AND
PROCESSING OF RESIDENTIAL FOOD WASTE GENERATED WITHIN THE
CITY OF NEW ALBANY, OHIO**

THIS AGREEMENT for the collection, transportation and processing of Food Waste (“Collection Services”) entered into this ____ day of _____, 2026, is by and between the City of New Albany, Ohio (the “Participating Community”), with its offices located at 7800 Bevelhymer Road, P.O. Box 188, New Albany, Ohio 43054, and TCE Columbus, LLC, dba The Compost Exchange, (Collection Contractor), a limited liability company with an office located at 175 S. 3rd St., Suite 1020, Columbus, Ohio 43215.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 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 Food Waste, generated within the City; and

WHEREAS, the Participating Community has determined that it is in the best interests of the City and its Residents that the Participating Community arrange for the weekly curbside collection, transportation and processing of Food Waste generated at Residential Units and Residential Unit Equivalents (“Residential Units”) from a single Collection Contractor on an exclusive basis (“Collection Services”); and

WHEREAS, on February 19, 2026 and February 26, 2026, 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 (“2027 Solid Waste Consortium 1 Communities”), invited through advertisement in The Columbus Dispatch 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 April 9, 2026, official opening of the bids by the 2027 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, the Participating Community has selected The Compost Exchange to provide Food Waste Collection Services and has verified that all Food Waste will be processed and delivered to: Ohio Penal Industries at London Correctional Institution, an Ohio EPA Class II Facility at 1580 OH-56, London, Ohio 43140, or The Compost Exchange Processing Center (a future Ohio EPA Class II Facility) located at 1143 Shoemaker Ave., Columbus, Ohio 43201; and

WHEREAS, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Food Waste collected by the Collection Contractor pursuant to this Collection Agreement, unless for some reason the material cannot be processed at the Facility and notice is given that the material is being transported to and processed at an alternate Certified Class II Facility; 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 represent 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 provide weekly curbside collection, transportation, and processing of Food Waste generated at Residential Units to the Designated Facilities. The relationship between the Collection Contractor and the Participating Community shall be as an independent contractor. Neither the Collection Contractor nor its employees shall be construed as employees of the City for any purpose.

2.2. Effective Date and Term. This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for three (3) years, beginning at 12:01a.m. on January 1, 2027, and terminating at midnight on December 31, 2029. The Agreement shall be automatically renewed, and the term extended, for two additional consecutive one-year periods (commencing at 12:01 a.m. January 1, 2030, and expiring at midnight on December 31, 2030, and commencing at 12:01 a.m. January 1, 2031, and expiring at midnight December 31, 2031, 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 weekly curbside Food Waste collection at Residential Units 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, 2026, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall certify compliance with the benchmarks which include, but are not limited to: (a) the purchase of sufficient vehicles, collection containers and equipment to perform the services pursuant to this Agreement; (b) that Collection Contractor's employees have been identified and completed training and driven the Participating Community-approved Collection Routes. The Participating Community may incorporate additional time restrictions, notwithstanding Section 4.3, such as for major roads during rush hour; (c) that City-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete, if applicable; (e) that the Collection Contractor will deliver the Food Waste 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 to Designated Facilities.** The Collection Contractor shall provide regular weekly curbside collection of Food Waste from each Residential Unit located within the Participating Community. All Food Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all Food Waste to the Designated Facility. 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 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 Food Waste shall be washed and cleaned, leak proof, rust-

free trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the Participating Community.

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 telephone number, 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, including observation of all traffic laws, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6. Food Waste Collection Containers.** No later than November 30, 2026, the City will purchase 5-gallon food waste collection containers and sufficient BPI certified liners for the duration of the contract and make them available to the Food Waste Collection Contractor. Prior to the commencement of Food Waste collection services on January 1, 2027, the Food Waste Collection Contractor shall deliver the Food Waste collection containers and liners to each Residential Unit that registers for the service. The Collection Contractor shall collect Food Waste from each Residential Unit from the Community-provided collection container. The Food Waste Collection Contractor shall also distribute replacement liners to participating residents during weekly collection.

**ARTICLE III- 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, 2026, the Collection Contractor shall confirm the weekday on which all Residential Food Waste will be collected within the City (collection of Residential Food Waste shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the City.) The Collection Contractor shall not change the day of collection without written approval by the 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 and shall ensure that all drivers observe traffic laws on the 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 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 Food Waste in the appropriate containers, and the obligation to use BPI certified liners for collection. Any notices shall be submitted to the Collection Contractor for approval no later than twenty (20) days prior to notice to the residential unit.
- 4.5. Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Food Waste shall be made for each Residential Unit at one point of pick-up at the curbside (opposite side of driveway where refuse is collected) 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). The Participating Community shall maintain the list of residents who are eligible to receive Carry-out Collection Service at no additional charge and notify the Collection Contractor of any changes to that list.
- 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. 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. Containers shall not be left in the road, where they can obstruct the flow of traffic. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event that 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.
- 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, including reimbursement to the Participating Community for replacement of any Participating Community-provided collection containers that it has substantially damaged through the negligence of the Collection Contractor. 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 Food 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 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 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, 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 to traffic laws as well as

rules and regulations adopted by SWACO and the Franklin County District Board of Health.

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 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 within twenty-four (24) hours from the scheduled date of collection.

ARTICLE IV- 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, 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 One hundred three thousand, six hundred eighty dollars (\$103,680.00). 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.
- c) This section shall survive expiration or earlier termination of this Agreement.

5.7. Environmental 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 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. 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 City/ Township.

**ARTICLE V - BILLING, PAYMENT, ADJUSTMENTS OR
REDUCTIONS TO PAYMENT**

- 6.1. Collection Contractor Billings to the Participating Community for Payment.** The Collection Contractor shall bill the Participating Community for the Collection Services within ten (10) days following the end of the month, and the Participating Community shall pay the Collection Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based upon a fixed rate Service Charge of \$2.16 per household per month for the number of Residential Units existing in the City of New Albany (4,000 at the time of entering into this contract). In the event the City reduces payment to the Collection Contractor, pursuant to Section 6.2, in good faith and at its sole discretion, the City will provide a written explanation and reference to the authorizing provision of the Collection Agreement. In the event that the Collection Contractor disputes the basis for the reduction in payment, the City shall consider the basis for the dispute and may refund any such deduction to the Collection Contractor. However, the City is under no obligation to accept the validity of any such dispute. All buckets distributed as part of the program are the exclusive property of the City of New Albany.
- 6.2. Deductions from Collection Contractor's Invoice for Non-performance.** If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the 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. 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.
- 6.3. Annual Review and Report.** Annually, the Collection Contractor shall submit a report, or the Collection Contractor and the City shall meet to review the volumes of Food Waste collected from the City and its Residents and delivered to the City-Designated Facility.
- 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 of Residential Units within the City collected by the Collection Contractor on each regular collection day or the number of liners distributed on each collection day;
- b) a record of the estimated tonnage that the Collection Contractor delivers to the City-Designated Facility, for each day that such Food Waste is delivered to the City-Designated Facility; and
- c) a record of each Residential Unit tagged or refused service pursuant to paragraph 4.9 and identification of the unacceptable waste or placement of waste.

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.

ARTICLE VI- 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.

- 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.

ARTICLE VII- 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 otherwise stated 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 City 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)

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)

EXHIBIT A
Defined Terms

2027 Consortium 1 Communities: 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.

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 Food Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor: the individual or entity selected by a Participating Community for the weekly collection of Food Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Community.

Collection Routes: the route identified by the Collection Contractor and approved by the Participating Community as per the Implementation Plan.

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

Curbside Collection Service: the collection of Food 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.

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. 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 may be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement. 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 separately from Yard Waste, the Collection Contractor may be required to enter into a separate contract with the Participating Community that designates the Food Waste Processing Facility and that outlines the weekly curbside collection services.

Identified Facility or Designated Facility: the location or facility, or an associated SWACO facility, to which the Collection Contractor shall deliver all Food Waste based upon agreements between the Participating Communities and such facilities.

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.

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

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

Notice of Award: written notification that a Bid has been accepted by a 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 rental or purchase of additional collection containers.

Owner: the legal titleholder of record of any Residential Unit or Residential Unit Equivalent within the City or Township, according to the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Community or Communities: the following political subdivisions, individually or collectively, 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 Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships.

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 Food Waste must be delivered; for Food Waste, Ohio Penal Industries at London Correctional Institution, an Ohio EPA Class II Facility at 1580 OH-56, London, Ohio 43140, or The Compost Exchange Processing Center (a future Ohio EPA Class II Facility) located at 1143 Shoemaker Ave., Columbus, Ohio 43201.

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.

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

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.

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.

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.

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 Township 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.

Proposed Solution

The Compost Exchange will provide weekly curbside collection and hauling of food waste for participating residents. All collected material will be processed at Ohio EPA-certified facilities and converted into nutrient-rich compost.

Program Components

We propose the following program for the collection and processing of food waste from participating residents.



Supplies

The Compost Exchange can manage procurement and distribution of all supplies.

5-Gallon Bucket + Lid

Though now a key element of our brand, the choice of yellow is intentional. Light colors prevent food scraps from breaking down too quickly in the summer months, and while we could opt for white, the yellow buckets are easy for our drivers to spot thus reducing misses.

- 5-gallon buckets with airtight lids,
- Clearly labeled with acceptable materials for ease of use,
- Damaged buckets often replaced without the resident needing to make a request,
- Rubber bands to keep liners in place at no additional cost.

Compostable Liners

The Compost Exchange supplies BPI certified compostable liners from EcoSafe. Having experimented with various manufacturers over the years, we stand by EcoSafe as providing a superior quality product so residents aren't left with a mess.

The Compost Exchange strongly recommends the distribution of compostable liners one per week during service.

We recommend providing liners one-at-a-time during service. Providing liners during service means the resident is getting a brand new liner and it will be handy for use. No liners get misplaced and they won't break down too soon if not stored properly.

Curbside Collection

Our curbside collection service will occur on a weekly basis and include:

- Bucket emptied weekly,
- Collection from resident sidewalks, alleyways, or other designated pickup locations,



- Scheduled collection day to coincide with existing waste schedules (Thursday),
- Fresh BPI® Certified compostable liner distributed each week,
- Collection completed in professional, branded service vehicles,
- Proactive replacement of damaged containers and other issue resolution,
- Food waste hauled away and processed off-site at an Ohio EPA registered facility.

Our Proposed Collection Process

Our typical collection process is designed to be simple and intuitive.



Residents collect their food scraps and place them in the bucket we provide.



On the scheduled collection day, residents tie off the compostable liner and place their bucket on the sidewalk.



A Compost Exchange employee empties the bucket and leaves a fresh liner for the next week.

Acceptable Items

The following lists outline items that are acceptable food waste items and what are not. Over our many years of curbside composting experience we've found that a label that places these lists directly on the receptacle results in successfully limiting contamination.

Yes	No
• Meat and fish (including bones); • cheese, eggs, and dairy; • fruit and vegetable scraps; • any foods cooked in oils/fats; • pasta, rice, and grains; • coffee grounds, and filters; • tea and tea bags; • shells (eggs, peanuts, nuts); • bread and baked goods; • paper towels, tissues, newspaper; • yard waste items; • BPI® Certified compostable service items.	• Oils and fats in bulk; • plastic, glass, and metal; • chemicals; • paper products coated in wax; • animal waste; • wood and wood products; • aluminum foil.



Processing Facilities

The Compost Exchange is proud to announce we are in the process of building the very first food scrap processing and composting facility within the Columbus city limits.



The proximity of our future facility to both Columbus and surrounding municipalities will cut down labor and fuel costs involved in hauling and reduce our overall carbon footprint. The compost produced at our facility will be shared with over 170 local community gardens through a partnership with Green Columbus.

For recent press and additional information on our future processing center, see: *Proposed Compost Facility, Tree Nursery Would Be First for City, Columbus Underground*, November 14, 2025

<https://columbusunderground.com/proposed-compost-facility-tree-nursery-would-be-first-for-city-bw1/>

Our target date for completion of the project is mid 2027. Prior to the opening of the Compost Exchange Processing Center we will use the secondary facility listed below.

1. Primary Facility

The Compost Exchange Processing Center, a future Ohio EPA Class II Facility
1143 Shoemaker Ave.
Columbus, OH 43201

2. Secondary Facility

Ohio Penal Industries at London Correctional Institution, an Ohio EPA Class II Facility
1580 OH-56,
London, OH 43140

It's about more than just diverting food waste from landfills, we process 100% of collected food waste into nutrient-rich compost.



Emphasis on Sustainability

The Compost Exchange is in the process of converting our fleet to 100% electric vehicles and, whenever possible, will use such vehicles for food waste collection service.



Support & Reporting

We're here to help make sure the program is successful and easy to run.

Administration & Client Support

We're here to help make sure the program is successful and easy to run.

Dedicated Support Person

We provide all of our commercial and municipal clients with a support person that you'll know by name. Our support is available during business hours by phone or email. We're here to help!

Online Resident Sign-Up Form (Optional)

The Compost Exchange can readily offer any municipalities the use of its technology platform to enable signups. A custom sign-up form for this pilot will be created and restricted to eligible addresses. New signups will automatically flow into our routing system reducing administrative overhead and getting new residents onboarded more quickly.

Weekly & Monthly Reporting

Useful reports delivered on a monthly basis.

Itemized Monthly Invoice

The Compost Exchange will deliver a monthly invoice which will include the quantity of households serviced. Services will be billed in arrears with the invoice being delivered during the first week of the month for the previous month's service.



Monthly Impact Report

The Compost Exchange will craft a custom impact report. This impact report will include the amount of food waste collected, number of hours spent collecting the food waste, the home participation rate, the environmental impact, and any issues such as contamination.

Weekly Route Report

The Compost Exchange will craft a custom weekly report. This weekly route report will include the amount of food waste collected, number of hours spent collecting the food waste, the home participation rate, and any issues such as contamination.

Status Report: May 2025



Curbside Collection

Week	Food Scraps Collected (lbs)	Hours Spent	Misses	Participation Rate
May 5	720	2.5	5	60%
May 12	696	3	3	75%
May 19	960	2.25	1	80%
May 26	1,016	2.5	0	85%
Total/Average	3,592	10.25	9	75%

Highlights

- We collected a total of 3,592 pounds of food scraps from residents in the month of May
- The estimated avoided emissions are 9,335 pounds of CO₂
- Purity has been excellent throughout. Aside from an occasional food wrapped that has made its way into a bucket, we have no issues here.
- Pickups were delayed a day the week of May 26 due to Memorial Day.

Issue Tracker

Description	Status	Assigned
8145 Parsons Pass was missed on 5/12 • Pickup made first thing the morning of 5/13 • Communicated feedback to route driver, respected successful pickup following week	RESOLVED	TCE
Customers not tying off liners • Educational messaging left on bucket, will report on future actions	RESOLVED	TCE
Contamination at 8121 Graylock Dr • Educational messaging left on bucket, will report on future actions	RESOLVED	TCE



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 City/Township of _____ ("Beneficiary") 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 _____, 2026, 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 Designated or Identified 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 _____, 2027, 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 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. Township 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 the Contractor in the performance of services hereunder.

EXHIBIT G – BID FORMS – PART III

OPTIONAL BID CITY OF NEW ALBANY CURBSIDE FOOD WASTE COLLECTION OPEN TO BID BY COLLECTION CONTRACTORS AND SPECIALTY FOOD WASTE COLLECTION COMPANIES

The City of New Albany requests an **optional** add-on price to provide weekly curbside Food Waste collection to all **4,000** Residential Units in the City. This bid shall be open to any Collection Contractor submitting a bid for Collection Services, as well as any specialty food waste collection company electing to bid on this service.

Food Waste collection services shall begin January 1, 2027. The program will be available to all residents in the City of New Albany; however, prior to start of services the City of New Albany shall establish a registration process for any interested residents and notify the selected Food Waste Collection Contractor of the addresses that have registered to receive the service. Should residents later opt-in or opt-out of the service after the start of the program, the City shall provide prompt notification to the selected Food Waste Collection Contractor.

No later than November 30, 2026, the City will purchase 5-gallon food waste collection containers and liners and make them available to the Food Waste Collection Contractor. Prior to the commencement of Food Waste collection services on January 1, 2027, the Food Waste Collection Contractor shall deliver the Food Waste collection containers and liners to each Residential Unit that registers for the service.

The Food Waste Collection Contractor shall provide regular weekly curbside collection of Food Waste from each Residential Unit located within the City of New Albany that has registered for Food Waste collection service. All Food Waste generated at each Residential Unit and placed in the designated container shall be collected by the Food Waste Collection Contractor. The Food Waste Collection Contractor shall collect, transport and deliver all Food Waste to the Food Waste Processing facility identified with the bid price.

The Food Waste Collection Contractor shall pay to the owner or operator of the Identified Food Waste Processing Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Food Waste collected by the Food Waste Collection Contractor and delivered to the Identified Facility. Food Waste shall not be delivered to any landfill. All Food Waste Collection Services performed by the Food Waste Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

The City is seeking a uniform and consistent per Residential Unit per month charge for curbside collection regardless of the number of participants in the program. Although no guarantees will be made in terms of participation, it is anticipated that around 30% participation will be achieved in the beginning of the program with a goal to achieve at least 50% participation by year 3 of the program. While it is not anticipated that all Resident Units will participate in the program, and it is anticipated that participation in the program will be less than curbside recycling, all Residential

Units will be eligible to receive the service. As a result, the bid price must account for full participation, whatever that level ends up being.

.In the event that the Collection Contractor for trash, recycling, and yard waste is also the selected contractor for Food Waste Collection, the City reserves the right to require the Collection Contractor to incorporate the food waste collection bid price into a single service charge for trash, recycling, yard waste, and food waste collection, and invoice residents directly. Alternatively, the City shall be billed for weekly curbside Food Waste Collection on a monthly or quarterly basis.

In the event that a specialty Food Waste collection company is selected to provide curbside Food Waste Collection, the specialty Food Waste Collection Contractor, Collection Contractor and the City shall enter into a three-party contract setting forth the rights and obligations of each. The City reserves the right to require the Collection Contractor to incorporate the food waste collection bid price into a single service price for trash, recycling, yard waste, and food waste collection, and invoice residents directly. Under this scenario, the Food Waste Collection Contractor shall submit monthly or quarterly invoices to the Collection Contractor for payment on behalf of the services provided to the City. Such an arrangement will be detailed in the three-party contract referenced above. Alternatively, the City shall be billed by the Food Waste Collection Contractor for weekly curbside Food Waste Collection on a monthly or quarterly basis, and the City will reimburse the Food Waste Collection Contractor directly.

At the option of the City at any time during the term of this Agreement, and as authorized by Section 3707.43 of the Ohio Revised Code, the Collection Contractor shall be responsible for invoicing and collecting the Food Waste Collection bid price from residents for the Collection Services provided by the Contractor under this Agreement on a quarterly (or monthly) basis on behalf of the City. Such Administrative Fee shall include all related collection, disposal and processing fees, and shall not exceed the applicable amount specified on this Bid Form.

[Bid Pricing Follows on the next page]

See attached detailed pricing page for information on cost of supplies (optional)

Per Residential Unit per month surcharge for Weekly Curbside Food Waste Collection (this applies to City of New Albany only)	\$ 2.16
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*In the event that the City is billed directly for the Curbside Food Waste Collection service, the amount billed per month will be the bid price multiplied by the number of Residential Units, which is 4,000. In the event that the Collection Contractor is billing the residents, the bid price for food waste collection service shall be added to the bid price for Collection Services and incorporated into a single service charge for trash, recycling, yard waste, and food waste collection.

Identify the proposed Food Waste processing facility in the lines below:

Name of Facility: The Compost Exchange Processing Center

Address: 1143 Shoemaker Ave, Columbus, OH 43201

Primary Contact at Facility: Blake Williams, Director of Operations

We are in the processing of building our own Ohio EPA Class II processing facility within Columbus city limits. Our target completion date for the project is 2027.

A secondary facility will be used until our primary facility begins operations:

Ohio Penal Industries at London Correctional Institution, an Ohio EPA Class II Facility
1580 OH-56
London, OH 43140
Primary Contact: Brian Ryan, 380-209-0009

Bid Pricing: New Albany

Pricing for The Compost Exchange to collect and process food waste is as follows.

Pricing

Service price is a **fixed rate** for the program based on eligible residential units regardless of the actual number of participating households.

	Price per Unit	Number of Units	Monthly Rate
Curbside Food Waste Collection Service (Weekly Collection)	\$2.16	4,000	\$8,640
TOTAL			\$8,640

Should the City of New Albany opt to have The Compost Exchange provide all supplies, the following indicates current rates with our preferred vendors. Supplies shall be **provided AT COST with no markup from The Compost Exchange**. These costs will be billed based on actual consumption from participating households and added to the monthly invoice.

	Price per Unit	Estimated Usage*	Amount
5-Gallon Bucket + Lid	\$5.34	1,200	\$6,408
Compostable Liners (EcoSafe HB2125-6)	\$0.17	5,196/mo	\$883.32/mo

*Estimated based on expected 30% participation rate or 1,200 participants, and an average of 4.33 liners per month.

Assumptions

Our pricing is based on the following assumptions:

- Service price is based on the total number of residential units within the City of New Albany, NOT the number of active participants in the food waste collection program.
- The Compost Exchange will be responsible for distribution of all supplies (even if the City elects to handle procurement).
- Collection day schedules may be adjusted for national holidays, however this will be determined in advance and mutually agreed upon between the City of New Albany and The Compost Exchange.



City of New Albany: Bid Clarification Questions

1. Confirm costs:

- a. If New Albany has residents provide liners, cost per month is \$8,640.
- b. If New Albany has Compost Exchange provide liners, there will be an additional .17 cents per liner that would add \$883.32 to \$8640 per month cost.

Answer: This information is confirmed. However, TCE expressed concern about residents being able to opt out of liners if they don't want to purchase them. They want it to be very clear that residents must use a liner due to the way the TCE collection process works. They would prefer to provide the liner so that they are sure that every resident uses one and that it is BPI certified. Basically, they do not want to get into a situation where households are not using liners.

2. Confirm that collection day can be the same day as recycling, trash, YW pickup.

Answer: Yes, Thursday collection day is confirmed.



GADINSURANCE.COM
1349 W Lane Ave. Suite 1000B
Columbus, OH 43221
Phone: 614.221.1500

To Whom It May Concern,

After an exhaustive carrier search, we are unable to come up with a 5-year bonding term option in accordance to the 2027 Solid Waste Consortium 1 bid for the SWACO contract. It's not that TCE Columbus LLC is unbondable, it's that carriers cannot match the 5-year term required in the contract. If acceptable, we can reapproach carriers to do a 3-year term with renewable 1-year terms thereafter or 5 1-year renewable terms.

Please let us know how you would like us to proceed.

Grant DeVilbiss, Partner

GAD Insurance

1349 W Lane Ave. Suite 1000B

Columbus, OH 43221