

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

THIS AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City of Gahanna, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this ____ day of _____ 2021, is by and between the community of City of Gahanna, Ohio (“Participating Community”), with its offices located at 200 South Hamilton Road, Gahanna, Ohio 43230, and Rumpke of Ohio, Inc. (“Contractor”), a corporation with an office located at

RECITALS

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

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

WHEREAS, on February 18, 2021 and on February 25, 2021, the Participating Community, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2021 Solid Waste Consortiums”), invited through advertisement in the Daily Reporter qualified providers of the Recycling Services to submit bids to provide Recycling Services on the terms and conditions contained herein; and

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

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

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

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

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

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

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

ARTICLE I - DEFINITIONS

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

ARTICLE II - TERM

2.1. Term of Agreement. The term of this Agreement shall commence on January 1, 2021 upon its execution by both parties hereto and shall continue for two (2) years. The Agreement shall automatically renew for three additional one-year term(s) unless, at the sole discretion of the Participating Community, the Participating Community provides notice of termination within thirty (30) days of the renewal date. The Participating Community shall have a right to terminate at any time for cause. Cause includes but is not limited to violation of the terms of this Agreement, substantial non-performance, or as set forth in in paragraph 3.5 herein.

ARTICLE III – CONTRACTOR'S OBLIGATIONS

3.1. Recycling Services. The Contractor agrees to accept any and all Recyclable Materials identified on the Bid Form, attached hereto and incorporated herein as Exhibit C, generated and collected from within the Participating Community and delivered to the Contractor's Identified Facility by the Participating Community's Collection Contractor, the Participating Community or its Residents during the term and any renewal term of this Agreement. The Contractor shall make such Recycling Services available to the Collection Contractor between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 7:00 am and 12:00 p.m. on Saturdays, exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

3.2. Charges for Recycling Services. The Contractor agrees that it shall charge the Participating Community or pay to the Participating Community a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit C, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the Participating Community or its Residents ("Contractor Charge").

- 3.3. Recyclable Materials.** The Successful Bidder shall accept and process for recycling not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted.
- 3.4. Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit B, executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of twenty-five thousand dollars (\$25,000.00).
- 3.5. Performance Assurance.** The Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations. If upon receipt of such report or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Contractor that the Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the contractor shall submit to the Participating Community its written response. In the event that the Participating Community, in good faith, does not agree that the Contractor's response provides adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Contractor is in default of its obligations under this Agreement and terminate the Agreement or take such other action the Participating Community deems necessary to assure that the Recycling Services will be provided to the Participating Community and its Residents.
- 3.6. Notice Requirement.** The Contractor shall immediately notify the Participating Community of any problem or dispute, including payment, which the Contractor has with the Collection Contractor. The Contractor shall not refuse to accept any Recyclable Materials collected from within the Participating Community delivered by the Collection Contractor for processing unless and until the Participating Community has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.
- 3.7. Environmental Indemnification.** The Contractor shall save, indemnify and hold the Participating Community, its members of council, employees, agents, officers and consultants (each a "Participating Community 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 Participating Community Indemnitee may incur, become responsible for, or pay out for or resulting from

contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any Participating Community Indemnitee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.

- 3.8. Employment Practices.** The Contractor agrees that the Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.
- 3.9. Compliance with Applicable Laws.** The Contractor agrees that it will provide the Recycling Services and operate and maintain its Identified Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the rules and regulations of the Solid Waste Authority of Central Ohio (including Rule 4-2017) and the Franklin County District Board of Health, which may apply to the performance of the Recycling Services.
- 3.10. Volume of Generation.** The Contractor acknowledges that the Participating Community makes no commitment that any specific amount of Recyclable Materials will be available for processing.
- 3.11. Records and Inspections.** The Recycling Services Contractor shall permit representatives of the Participating Community, at the Participating Community's sole expense, to inspect the Designated Facility and obtain copies of Recyclable Materials log sheets, weight tickets, gate receipts, and any documents relevant to processing fees and rebates that are maintained by the Designated Facility for incoming, outgoing, delivery to market, or sale of Recyclable Materials and residual Solid Waste attributable to the Participating Community. Any such inspection or copying requested by the Participating Community shall be conducted during the Designated Facility's normal business hours and the Participating Community shall give the Recycling Services Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the Participating Community requests copies of log sheets, weight tickets, gate receipts, or any documents relevant to processing fees and rebates, the Recycling Services Contractor agrees to make such copies available to the Participating Community within a reasonable time.

ARTICLE IV – MISCELLANEOUS

- 4.1. Bid Forms.** The Bid Form attached as Exhibit C is hereby incorporated. In the event of any conflict between the Bid Forms and a provision of this Agreement, this Agreement shall control.

- 4.2. **Entire Agreement.** This Agreement and the incorporated Bid Form represent the entire agreement of the parties and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.
- 4.3. **Notices.** Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested to the Contractor, attention _____, and to the Participating Community, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.
- 4.4. **Waiver.** No waiver, discharge, or renunciation of any claim or right of the Participating Community or the Contractor arising out of a breach of this Agreement by the Participating Community or the Contractor shall be effective unless in writing signed by the Participating Community and Contractor.
- 4.5. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 4.6. **Unenforceable Provision.** If any provision of this Agreement is determined by a court of law to be unenforceable, such provision shall be deemed stricken. The parties agree to remain bound by all remaining provisions and to negotiate in good faith a replacement for any stricken provision.
- 4.7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party, provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.
- 4.8. **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the Participating Community and the Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the Participating Community and the Contractor and not for the benefit of any other party

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

THE CITY OF GAHANNA, OHIO

(Signature)

(Printed Name)

(Title)

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

[CONTRACTOR]

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Participating Community: the City of Gahanna, Ohio.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES

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

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

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

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

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

ATTEST:

(Principal)

(Surety)

(Principal Secretary) By: _____

(Surety Secretary) By: _____

(SEAL)

(SEAL)

(Witness as to Principal) (Address) _____

(Witness as to Surety) (Address) _____

(Attorney-In-Fact) (Address) _____

(Address) _____

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Corporate Seal)

EXHIBIT C

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

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

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

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

\$ 35.00**

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

\$ 35.00**

Second One-Year Extension (Consortium I & III 1/1/2025-
12/31/2025; Columbus 4/1/2025-3/31/2026)

\$ 35.00**

Third One-Year Extension (Consortium I & III 1/1/2026-
12/31/2026; Columbus 4/1/2026-3/31/2027)

\$ 35.00**

* Revenue-sharing proposal shall include complete details of such proposal on a separate page.

**See attached REVENUE-SHARING MODEL and CLARIFICATIONS for information related to pricing and additional terms.

Bids for Processing of Recyclable Materials are due April 15, 2021.

Revenue-Sharing Model

The State of Recycling

The past several years have brought with them many unforeseen changes in recycling and commodity markets have become more unpredictable. Despite this, Rumpke's longstanding regional partnerships and reputation for quality ensure Ohio's recyclables continue to be reused. More than 98% of Rumpke's collected recyclables go to domestic end users, with 80% destined for end users in Ohio and the Midwest. Rumpke has cultivated these regional opportunities by supplying bales of high-quality uncontaminated recyclables that manufacturers can turn into new products.

About the Recycling Processing Adjustment

Rumpke's goal is to support recycling in communities by offering a reliable processing solution at a fair, consistent and sustainable price. In the new state of recycling, collaborative pricing models have become a common practice for doing so. These models adjust price commensurate with recycling markets to help both communities and recyclers sustain their recycling programs.

Rumpke's Recycling Processing Adjustment uses a standard calculation to derive a per ton rebate or charge based on verifiable commodity indexes. The adjustment proposed herein offers communities price protection by setting a maximum charge of \$35 per ton while rebates may reach up to \$20 per ton.

Service Description

The included prices and terms are for the and acceptance of source-separated Single Stream Recyclable Materials generated by the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. All fees shall be paid by the community and, if not paid directly by the community, all fees for Recycling Services shall be paid by the community's Collection Contractor.

Communities:

- City of Bexley
- City of Dublin
- City of Gahanna
- City of New Albany
- City of Reynoldsburg
- City of Westerville
- Blendon Township
- Mifflin Township
- Plain Township
- Washington Township
- Grove City
- Hamilton Township
- Jackson Township
- Norwich Township
- Village of Lockbourne
- Village of Urbancrest

Recyclable Materials

Recyclable Materials will include all steel cans, aluminum cans, plastic bottles/jugs/tubs, cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, and glass bottles/jars combined. If excessive Residuals (materials that are not permitted and/or processable as single stream recyclables at Rumpke's Columbus MRF) impede processing, charges may apply to properly manage the material stream.

Calculating the Recycling Processing Adjustment

Allocation Percentage

Allocation Percentage of each commodity category will be adjusted every 6 months based on the actual volume (by weight) of residential recyclables processed and sold during a 6-month time period. The Allocation Percentage provided in the sample is for demonstration purposes only.

Index Price Formula

The Index Price Formula Rate will be based on the monthly published value of the index associated with the Recyclable Material, as described below.

Fiber

Set forth by Pulp & Paper Week, the category listed below, shall be used.

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

Non-Fiber

Set forth at www.SecondaryMaterialsPricing.com, the first published "Current Average" price for each month, Chicago (Midwest/Central) Region shall be used. Prices shall be retroactive to the first published price of the month and shall be applied to the month delivery.

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

Residuals Cost

The Residuals Cost shall be \$59 per ton.

Processing Fee

The Processing Fee shall be \$90 per ton.

Fee Adjustments

Rumpke reserves the right to adjust the Processing Fee annually based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Net Value

The Net Value per ton will be derived by summing the value (positive or negative) of the Commodity Categories, Residuals Cost and Processing Fee. If the calculation derives a positive (+) Net Value per ton, Rumpke will share evenly (50/50) in the difference between \$0 and the Net Value, up to \$20 per ton. If the calculation derives a negative (-) Net Value per ton, the difference between \$0 and the Net Value will be charged in full, up to \$35 per ton.

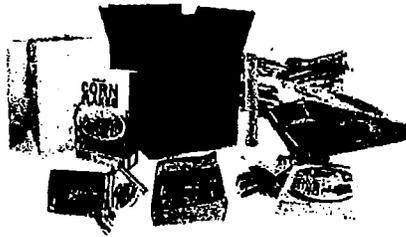
Sample of the Recycling Processing Adjustment

Material	Allowance %	Market	Unit	Price	Value
Sorted Resi Newspaper	0.00%	PP&W - Midwest, High Side	\$	65.00	\$ -
Cardboard # 11	18.76%	PP&W - Midwest, High Side	\$	90.00	\$ 16.88
Mixed Paper	38.80%	PP&W - Midwest, High Side	\$	45.00	\$ 17.46
Steel Cans	1.86%	SMP.Com- Chicago Average	\$	95.00	\$ 1.77
Aluminum Cans	1.45%	SMP.Com- Chicago Average	\$	1,210.00	\$ 17.58
HDPE (Color)	1.81%	SMP.Com- Chicago Average	\$	1,010.00	\$ 18.30
PET	4.40%	SMP.Com- Chicago Average	\$	200.00	\$ 8.80
#3 - #7 Plastic Mixed	1.29%	SMP.Com- Chicago Average	\$	-	\$ -
Aseptic Containers	0.03%	PPI-SOP, Midwest High Side less 50%	\$	52.50	\$ 0.01
Mixed Glass	16.20%	Actual & Transport	\$	(18.75)	\$ (3.04)
Residuals	15.39%	Cost	\$	(59.00)	\$ (9.08)
Processing Fee:				\$	(90.00)
Net Value				\$	(21.31)

* In the sample above, the charge would be \$21.31 per ton.

Recycle These

PAPER



Cardboard should fit
inside cart.

GLASS BOTTLES & JARS



Any color. Reattach lid.

PLASTIC BOTTLES



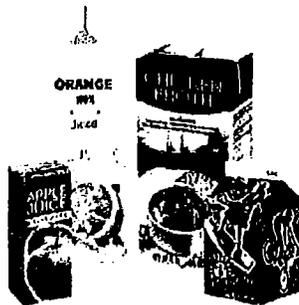
Lids OK if
reattached to bottle.

METAL CANS



Non-hazardous, non-flammable
material only.

CARTONS



No egg or ice cream cartons.
Remove caps and straws.

DON'T RECYCLE

- Plastic bags
- Hazardous material such as batteries
- Tanglers such as clothing, dog leashes & garden hoses
- Scrap metal, including pots & pans

Visit www.rumpke.com to learn more about our recycling program. Visit your local Solid Waste District to find where you can dispose of hazardous material.



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

RUMPKE

RECYCLE THESE



PLASTIC BOTTLES, JUGS & TUBS



GLASS BOTTLES & JARS



PAPER & CARDBOARD



CARTONS



METAL CANS

HOW RUMPKE RECYCLING WORKS

RUMPKE RECYCLING FACILITIES



- | | | |
|--------------------|----------------------|-------------------|
| 1. St. Bernard, OH | 5. Mansfield, OH | 9. Medora, IN |
| 2. Columbus, OH | 6. Elmwood Place, OH | 10. Medina, OH |
| 3. Dayton, OH (2) | 7. New Miami, OH | 11. Lexington, KY |
| 4. Chillicothe, OH | 8. Louisville, KY | |

HOW ARE RECYCLABLES SORTED?



DRUM FEEDER

Creates a consistent flow of material from the tipping floor to the pre-sort line.



PRE-SORT AREAS

Trash is removed.



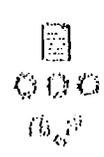
CARDBOARD SCREENER

Rotating discs remove the cardboard from the stream.



GLASS BREAKER

Glass is broken on the screen, conveyed to a bunker and sent to Rumpke's Dayton Glass Processing Facility.



PAPER SCREENER

Rotating discs separate the paper from the containers.



OPTICAL SCANNER

Infrared light shines on the conveyor belt. The designated material (paper, cartons or plastic) is identified by a scanner and separated using bursts of air.



OVERHEAD MAGNET

Attracts the steel cans.



EDDY CURRENT

Rare earth magnet repels the aluminum cans and causes them to "jump" onto the designated belt.



BALER

Compacts the material into bales to be sold and made into something new.

WHY RECYCLE?



- Saves natural resources and energy
- Reduces amount of waste going into landfills
- Reduces pollution
- Creates jobs and helps the economy
- Recyclables are made into new products
- Protects wildlife habitat

JOBS



- Drivers
- Sorters
- Safety
- Heavy Equipment Operators
- Mechanics
- Engineering
- Industrial Maintenance Technicians
- Housekeeping
- Finance
- Customer Service
- Commercial Recycling Sales Reps
- Commodity Marketing

www.MyRumpke.com

BEST MANAGED COMPANIES
Recognizing private company success



Clarifications

The prices, terms and other items submitted are applicable and specific to the costs, resources and requirements for processing Source-Separated Recyclable Materials generated by Residential Units and City/Township/Village-owned buildings and parks of the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. They are therefore extended only to the listed communities by way of this submission.

Communities:

- City of Bexley
- City of Dublin
- City of Gahanna
- City of New Albany
- City of Reynoldsburg
- City of Westerville
- Blendon Township
- Mifflin Township
- Plain Township
- Washington Township
- Grove City
- Hamilton Township
- Jackson Township
- Norwich Township
- Village of Lockbourne
- Village of Urbancrest

The City of Columbus is excluded from this bid as they are subject to a separate contract with Rumpke. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities or townships located within or adjacent to SWACO's district should they wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation altogether or under the same prices, terms and services, in accordance with Ohio Revised Code Section 9.48. Rumpke will also consider extending the same prices and/or terms and/or services to Source-Separated Recyclable Materials collected from a local commercial business, multi-family housing development, Special Event or other location which may be a source of the communities' generated Recyclable Materials but Rumpke reserves the right to address pricing and terms on a case by case basis, which will be available separately upon a hauler's individual request.

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

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

Rumpke reserves the right to annually adjust the per ton price for processing Recyclable Materials (Base Bid) or the Processing Fee (Alternate Proposal) based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Hours of Acceptance: Recyclable Materials will be accepted at Rumpke's Columbus MRF Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Hours are subject to change. Rumpke will accommodate additional hours of delivery when feasible and practicable.

