

**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 _____, 2018, is by and between the City of Gahanna, Ohio (“City”), with its offices located at 200 South Hamilton Road, Gahanna, Ohio 43230, and Rumpke of Ohio, Inc. (“Contractor”), an Ohio Corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

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

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

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

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

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

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

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

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

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

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

ARTICLE I - DEFINITIONS

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

ARTICLE II - TERM

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

ARTICLE III – CONTRACTOR'S OBLIGATIONS

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

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

- 3.3 **Recyclable Materials.** The Contractor shall accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials. As markets and technologies change, specific materials may be added to or deleted from the list of Recyclable Materials upon mutual agreement of the parties. The Contractor shall advise the City of any request to alter the list of Source-Separated Recyclable Materials accepted and processed by the Contractor as identified by the Contractor on the Bid Form attached hereto and incorporated herein as Exhibit C, and the City’s permission must be granted to alter same.
- 3.4 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit B, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of twenty-five thousand dollars (\$25,000.00).
- 3.5 **Performance Assurance.** The Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations. If upon receipt of such report or upon the City’s own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Contractor that the Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the contractor shall submit to the City its written response. In the event that the City, in good faith, does not agree that the Contractor’s response provides adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Contractor is in default of its obligations under this Agreement or take such other action the City deems necessary to assure that the Recycling Services will be provided to the City and its Residents.
- 3.6 **Notice Requirement.** The Contractor shall immediately notify the City of any problem or dispute, including payment, which the Contractor has with the Collection Contractor. The Contractor shall not refuse to accept any Recyclable Materials collected from within the City delivered by the Collection Contractor for processing unless and until the City has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.
- 3.7 **Environmental Indemnification.** The Contractor shall save, indemnify and hold the City, its members of council, employees, agents, officers and consultants (each a “City 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 City Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any City Indemnitee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.

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

ARTICLE IV – MISCELLANEOUS

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

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

[Signature Page Follows]

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

THE CITY OF 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.

(SEAL)

(Signature)

ATTEST:

(Printed Name)

(Notary Signature)

(Title)

(Printed Name)

(Street Address)

(City/State/Zip)

EXHIBIT A

DEFINED TERMS

2018 Consortium or 2018 Community Consortium or Gahanna/Reynoldsburg Consortium: collectively, the Cities of Gahanna and Reynoldsburg, 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 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.

Food Waste: means (i) waste material of plant or animal origin, or a combination thereof, that results from the preparation or processing of food for animal or human consumption, (ii) that is separated by the generator from the municipal solid waste stream, and (iii) managed separately from other solid waste materials, including, but not limited to materials not capable of decomposing to compost. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use.

Identified 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, 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.

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

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

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 Recycling Services, including the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg and Westerville, and the Townships of Blendon, Mifflin, Plain and Washington.

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 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.

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 City or Township-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 that the Participating Communities conclude has submitted the lowest price and best bid for the Recycling 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.

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 City/Township of _____ ("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 _____, 2018, 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 _____, 2018, 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)

(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

Four (4) One-Year Terms

Per ton bid price for processing of Recyclable Materials*

2020 - 2023 \$ 35.00 **

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

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

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

CLARIFICATIONS

Clarifications applicable to Rumpke's base bid only:

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

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

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

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

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

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

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

RUMPKE ALTERNATE BID

**See the CLARIFICATIONS page for applicable specifications and clarifications*

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

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

Overview

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

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

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

Allocation Percentage

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

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

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

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

Index Price Formula

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

Fiber

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

Non-Fiber

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

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

Residuals

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

RUMPKE ALTERNATE BID

**See the CLARIFICATIONS page for applicable specifications and clarifications*

Processing Fee

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

Rebate or Charge

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

“High-Low” Collar

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

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

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

Calculation Example

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

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

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

SECONDARY MATERIALS PRICING.COM

**ANNOUNCED RECOVERED MATERIALS PRICES
CHICAGO (MIDWEST / CENTRAL) REGION
MAY 2, 2018
Domestic prices in US currency**

Plastics *(Click on Grade description for Specifications)*

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

Metals

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

Glass

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

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

Notes:

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

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

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

PULP & PAPER WEEK

Monthly Recovered Paper Prices

Yellow Sheet

FINES OF UP TO \$150,000 FOR COPYING THIS PUBLICATION

Regular copying or other redistribution of this publication – in whole or in part -- violates US copyright law, and is punishable by statutory damages of up to \$150,000, plus attorney's fees (17 USC 504 et seq.). Illegal copying includes regular photocopying, faxing, emailing, excerpting, and sharing of online access.

Discounts are available for groups of five or more new subscribers from the same company. Contact us at www.risi.com/contact for more information. For general subscription and other inquiries, email info@risi.com.

PRICE WATCH: Recovered Paper - Domestic

May 4, 2018

US\$ per short ton for open market purchases by mills, FOB seller's dock, for delivery this month. (Further specifications below.)

Incorporating Official Board Markets

	Northeast						LA-SF											
	New England		New York		Buffalo		Midwest (Chicago) ¹		Southeast ²		Southwest ²		LA		SF		Pacific NW ³	
MIXED PAPER																		
Mixed Paper (54)	-50	(-8)	-50	(-8)	-50	(-8)	-50	(-8)	-50	(-10)	05	(-8)	05	(-8)	-50	(+8)	-10-5	(+0)
BROWN GRADES																		
Barb cut (6) - OBM ⁴	115-125	(+0)	95-105	(+0)	95-100	(+0)	50-65	(+0)	65-70	(+0)	70-75	(-8)	50-65	(+0)	50-55	(+8)	35-40	(+10)
OCC (11) - OBM ⁴	70-75	(-10)	65-70	(-10)	65-70	(-10)	65-70	(-8)	75-80	(-8)	75-80	(-10)	70-75	(-10)	60-65	(-10)	35-40	(+0)
DLK (13) - OBM ⁴			85-90	(-10) (Northeast)			90-100	(-8)	90-95	(-8)	100-110	(-10)	80-85	(-10)	70-75	(-10)	80-85	(+0)
GROUNDWOOD																		
Sorted Residential Papers & News (55) ⁴	20-25	(-10)	25-30	(-10)	20-25	(-10)	30-35	(-10)	30-35	(+0)	20-25	(-10)	45-50	(+0)	35-40	(+0)	30-35	(+0)
LOW GRADES																		
OWG (10)			110-120	(+10)			105-115	(+10)	110-120	(+10)	110-120	(+10)	125-135	(+0)			105-110	(+10)
CGS (44)			110-120	(+10)			105-115	(+10)	110-120	(+10)	110-120	(+10)	125-135	(+0)			105-110	(+10)
SCN (58)			105-115	(+0)			100-110	(+0)	105-115	(+0)	110-120	(+8)	120-130	(+5)			100-110	(+0)
WSN (24)			230-240	(+0)			220-230	(+6)	215-225	(+0)	240-250	(+0)	225-235	(+0)			190-200	(+0)
HIGH GRADES																		
BCP (37)			190-200	(+15)			190-190	(+20)	190-190	(+20)	190-190	(+20)	190-200	(+0)			170-180	(+0)
CBS (43)			190-200	(+15)			190-190	(+20)	190-190	(+20)	190-190	(+20)	190-200	(+0)			170-180	(+0)
SSG heavy print (48)			210-220	(+15)			200-210	(+20)	200-210	(+20)			200-210	(+0)				
SWL (40)			270-280	(+10)			245-255	(+10)	250-260	(+6)	250-290	(+20)	270-280	(+20)			230-240	(+0)
MWL (41) ⁵			270-280	(+10)			245-255	(+10)	250-260	(+6)	285-295	(+20)	270-280	(+20)			230-240	(+0)
BBS light print (45)			250-260	(+10)			230-240	(+10)	235-245	(+6)	250-260	(+10)	260-270	(+15)				
PULP SUBS																		
BBS unprinted (47)			365-375	(+10)			335-345	(+6)	340-350	(+0)	350-360	(+20)	355-365	(+0)				
HMS (30)			370-380	(+10)			350-360	(+6)	360-370	(+0)	375-385	(+20)	375-385	(+0)				
HMEC (31)			390-400	(+10)			380-390	(+6)	370-380	(+0)	405-415	(+20)	405-415	(+5)			370-380	(+10)

*** OBM PRICES**
Prices for grades designated "OBM" are a continuation of the prices originally published in Official Board Markets ("OBM" - "The Yellow Sheet"), and are reported on the same basis as published historically in OBM. See www.dai.com/ICP/for/methodology for a complete description of what has and has not changed about OBM prices. (Price not marked * are consistent with prices published historically in P&PW.)

SPECIFICATIONS
Prices represent open market board and paper mill purchases agreed to for delivery in the indicated month. Contractually indexed transactions are excluded. Specifications: based; US-licensed quantities; exclusive of delivery charges, premium or discount bids, and of all subsequent charges for packing, handling, destination considerations, or other special charges. Grades and preparation requirements are as defined in the current ISPI Group Specifications Circular.

NOTES
1. Pre-consumer.
2. The price on the low end of the range is for the Bay Area and the price at the top end of the range is for the Los Angeles area.
3. As of Oct 2012, these region names were changed from a city to a region (e.g. "Chicago" to "Midwest"). This is a change in title, not in methodology. All references to the new names (e.g. "Midwest") as they apply to each price series above are consistent with the legacy names (e.g. "Chicago").
4. OBM #5 can be replaced with OBM #26 in formulas used to derive CNPWS price.
5. Change reflects the difference between the high of the current month and the high of the previous month.

DISCLAIMER
While the information contained in this report has been obtained from sources believed to be reliable, RSI does not warrant or guarantee the accuracy and completeness of the

CLARIFICATIONS

Clarifications applicable to Rumpke's base bid only:

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

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

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

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

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

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

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