

**RENEWAL 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 GAHANNA, OHIO**

This Renewal Agreement for the collection, transportation and delivery for disposal or processing of Residential Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the City of Gahanna, Ohio (the "Agreement" or "Collection Agreement") entered into this ____ day of _____ 2008, is by and between the City of Gahanna, Ohio, and Rumpke of Ohio, Inc. ("Contractor"), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 of the Ohio Revised Code, the City of Gahanna 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 City of Gahanna; and

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

WHEREAS, in 2004, following the official opening of the bids by the Joint Bid Team and consideration of bids for Collection Services, the City of Gahanna determined that the Contractor is qualified to provide the Collection Services to the City of Gahanna and approved the award of the Agreement to the Contractor; and

WHEREAS, the City has designated facilities for services including contracts to SWACO for Disposal Services ("Disposal Agreement"); to Rumpke of Ohio, Inc. for Recycling Services ("Recycling Agreement") and SWACO for Yard Waste Services ("Yard Waste Agreement"). This Collection Agreement requires the delivery of the specified materials to the appropriate Designated Facility upon the terms and conditions contained therein; and

WHEREAS, the City and the Contractor have agreed to renew the terms and conditions for the Collection Services in conformance with the Bid Documents, including this Agreement and the Contractor's pricing for 2009; and

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

EXHIBIT A

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

- 1.0 **Renewal.** All terms and conditions in the original Agreement shall remain in effect for the term of this renewal, except that the price per residential unit in 2009 shall be \$14.40. Provided, however, this renewal term is conditioned upon agreement by each of the following entities: the Cities of Bexley, Dublin, Gahanna, Westerville, and the Village of New Albany; and Mifflin, Plain, and Washington Townships. The price per residential unit of \$14.40 is calculated based upon the current Facility Tip Fee and Governmental Fees charged by the Solid Waste Authority of Central Ohio totaling \$33.50 per ton and a \$0.00 per ton fee for the acceptance and processing of Recyclable Materials generated in and collected for the City of Gahanna.
- 1.1 **Term.** The Term of this Agreement shall be for one (1) year, beginning on January 1, 2009, and terminating December 31, 2009.
- 1.2 **Price Increases.** If applicable to this community, the additional charge for individual billing will increase by 3% from \$0.37 to \$0.38, and the carry-out service will increase by 3% from \$8.13 to \$8.37.
- 1.3 **Increase or Decrease in the Cost for Services at a Designated Facility.** The Addendum III to the original bid documents, as incorporated into the original contract, shall remain in effect as follows: Contractor may adjust the per Residential Unit charge for the Collection Services in the event that a Designated Solid Waste Disposal Facility increases the per ton cost of services at the Designated Facility, including an increase in applicable Governmental Fees. The Contractor shall adjust the per Residential Unit charge in the event of a decrease in the per ton cost of service, including Governmental Fees. In the event an adjustment is necessary, the Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal:

$$\frac{\text{Per ton difference}}{12}$$

For Yard Waste Composting:

$$\frac{1/5 (\text{Per ton difference})}{12}$$

Contractor shall not increase the \$0.00 per ton acceptance and processing fee for Recyclable Materials generated in and collected for the City of Gahanna during the term of this extension.

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

(SEAL)

ATTEST:

City of Gahanna, Ohio:

Notary Signature

Signature

Name _____
(Please print)

Name and Title _____
(Please print)

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)

RUMPKE OF OHIO, INC.
Name

ATTEST:

10795 Hughes Road
Street Address

Notary Signature

Cincinnati, Ohio 45251
City/State/Zip

Name _____
(Please print)

Signature

Title