

**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, FRANKLIN COUNTY, OHIO**

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within the Participating Community of City of Gahanna, Ohio (the “Collection Agreement”) entered into this ___ day of _____, 2026, is by and between the Participating Community of City of Gahanna, Ohio (the “Participating Community”), with its offices located at 200 Hamilton Road, Gahanna, Ohio, 43230 and Rumpke of Ohio, Inc. (“Collection Contractor”) a Corporation, with an office located at 3990 Generation Drive, Cincinnati, Ohio, 45251.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 or Section 505.27 of the Ohio Revised Code, the Participating Community may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

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

WHEREAS, on February 19, 2026 and February 26, 2026, the Participating Community, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2027 Solid Waste Consortium 1 Communities”), invited through advertisement in The Columbus Dispatch qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the Participating Community and its Residents; and

WHEREAS, following the April 9, 2026, official opening of the bids by the 2027 Solid Waste Consortium and consideration of bids for Collection Services, the Participating Community determined that the Collection Contractor is qualified to provide the Collection Services to the Participating Community and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio (“SWACO”); the Participating Community has selected _____ to provide Recycling

Services and has verified that all recyclable materials will be processed at the Facility, so Recyclable Materials shall be delivered to: _____; **[Note: Participating Community will bid and select a Recycling Processor prior to the commencement of this Agreement]** Yard Waste shall be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community; and

WHEREAS, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor pursuant to this Collection Agreement; and

WHEREAS, the Participating Community and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit G and incorporated by reference; and

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

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

ARTICLE I - DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit A, Defined Terms, which is attached and incorporated by reference.

ARTICLE II - AGREEMENT, TERM & RENEWAL TERMS

- 2.1. Agreement and Independent Collection Contractor Status.** The Participating Community hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Participating Community Facilities and during certain Special Events within the Participating Community to the Designated Facilities. Except in the event a Participating Community implements a Food Waste, Textile or other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.
- 2.2. Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for five (5) years, beginning on January 1, 2027, and terminating on December 31, 2031.

2.3. Implementation Plan. On or before October 1, 2026, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall provide to the Participating Community and SWACO the total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average number of round trips to the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility). The Collection Contractor shall submit to the Participating Community certification of the following (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles and type of vehicle (diesel, CNG), sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Collection Contractor's employees have been identified and completed training and driven the Participating Community-approved Collection Routes. The Participating Community may incorporate additional time restrictions, notwithstanding Section 4.3, such as for major roads during rush hour; (c) that City-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete, if applicable; (e) that the Collection Contractor will deliver the Recyclable Materials to the Participating Community's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III- GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

3.1. Collection and Delivery Services to Designated Facilities. The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, Residential Unit Equivalent, Participating Community Facilities and during Special Events located within the Participating Community. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b)) Recyclable Materials to the Participating Community Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO or is otherwise approved by the Participating Community. The Collection Contractor shall pay to the owner or operator of the Participating Community-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and Yard Waste collected by the Collection Contractor and delivered to the Participating Community-Designated Facilities. The charge by the

Participating Community-Designated Facilities shall be limited to the charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill or Transfer Station operated by SWACO, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste facility or such rates and charges applicable at Yard Waste facility otherwise approved by the Participating Community. The Participating Communities pay any tipping fees (processing fees) directly to the Designated Facility for Recycling Processing. Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

- 3.2. Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition, at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the Participating Community.

The Collection Contractor shall be responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this Section, the Participating Community shall have the right to perform such cleanup services using Participating Community employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

All vehicles and equipment may be inspected from time to time by the Participating Community to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Participating Community that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Participating Community, are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Participating Community. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the Participating Community. The Participating Community may require the installation and use of (Participating Community or SWACO provided) equipment capable of reading information on the RFID tag in collection vehicles used by the Collection Contractor.

- 3.3. Collection Contractor's Office and Telephone.** The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a

non-toll telephone number from the Participating Community, which shall be manned by a live operator and a supervisor on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the Participating Community. Provided that the Participating Community approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

3.4. Collection Contractor Ability to Communicate with Vehicles in the Field. The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the Participating Community, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.

3.5. Employee Training. The Collection Contractor shall provide training in operations, approved Collection Routes, safety practices, including observation of all traffic laws, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

3.6. Recyclable Materials Collection Containers.

The Participating Community may provide Residential Units with a 65- or 95-gallon, wheeled collection container for Recyclable Materials, in which case the Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Participating Community-provided collection container. In the event a Resident chooses to rent an additional collection container(s) for Recyclable Materials, the Collection Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated in Exhibit G. In no event shall the Participating Community be responsible for the costs of such Contractor-provided collection container(s) for Recyclable Materials.

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

3.7. Solid Waste and Yard Waste Collection Containers.

[STATUS-QUO, CONTRACTOR-PROVIDED CONTAINERS]

Unless otherwise provided by the Participating Community, the Collection Contractor shall provide a 95-gallon, wheeled collection container for Solid Waste 95-gallon, wheeled collection container for Solid Waste (or 35 or 65 gallon if requested by the Resident) and Residents shall provide containers for Yard Waste. The volume of Solid Waste and Yard

Waste placed curbside for collection by each Residential Unit or Residential Unit Equivalent shall be unlimited, and the Collection Contractor shall collect such Solid Waste and Yard Waste. If a Residential Unit requests a different size Solid Waste collection container at any time after the initial delivery of a collection container pursuant to the implementation plan, the Contractor shall provide such collection container to the Residential Unit and may charge for additional delivery at the bid price stated in Exhibit G.

The Collection Contractor may offer to rent additional green, grey, brown, black, or a color approved by the Participating Community collection containers to the Residents at the price stated on Exhibit G. In the event a Resident chooses to rent an additional collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Collection Contractor-provided collection containers at the price and in the manner stated on the Exhibit G. Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of Participating Community or Collection Contractor-provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags or containers approved by the Participating Community and SWACO. Any containers shall be clearly identified as containing Yard Waste.

3.8. Collection of Bulk Items Included. The Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects such as furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. Bulk Items are defined in Exhibit A. Bulk Item collection does not include collection of a Judicial Set-Out Order/Eviction. The Owner of a Residential Unit may contract with any private hauler for collection of Solid Waste resulting from a Judicial Set-Out Order/Eviction or if collected by the Collection Contractor, the Collection Contractor may directly bill the Owner of the Residential Unit at the bid price stated in Exhibit G. Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Bulk Items collected by the Collection Contractor, including the number of individual Bulk Items or an estimated volume/tonnage.

3.9. Collection of Chlorofluorocarbon (CFC) Appliances. Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the Participating Community-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification and documentation that the removal of CFC was

performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The Participating Community shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Appliances containing CFCs collected by the Collection Contractor

- 3.10. Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Participating Community Residents.
- 3.11. Services at Participating Community Facilities.** The Collection Contractor shall provide collection containers to the Participating Community at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached hereto and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the Participating Community at no additional charge, unless otherwise indicated in Exhibit E, provided that Participating Community requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the Participating Community upon written notice to the Collection Contractor. Unless otherwise stated in Exhibit E, the Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E and provide collection and delivery to the Participating Community-Designated Facility for Recyclable Materials at no additional charge.
- 3.12. Collection at Special Events and Minor Remodeling Projects of Participating Community Buildings.** The Collection Contractor shall provide open top roll-off containers of up to forty (40) yards capacity and disposal for Solid Waste and Recyclable Materials upon request of the Participating Community for Special Events, in the amount of containers and number of pulls included on attached Exhibit E. In addition, the Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year for no more than two (2) pulls as requested by the Participating Community, and collect and dispose the Solid Waste in such additional containers without additional charge, unless otherwise indicated in Exhibit E. The Collection Contractor shall provide open top roll-off containers and of up to thirty (30) yards capacity for the minor remodeling of any Participating Community Facility, up to five (5) pulls per year without additional charge, unless otherwise indicated in Exhibit E.

The Collection Contractor shall provide up to four 30-yard solid waste collection containers, twice per year, for an annual total of eight 30-yard solid waste containers, at no

cost to the Participating Community for community cleanups. The length of time for a community cleanup may last up to five days. For all of the above services, the Collection Contractor is responsible for the delivery of the containers, pickup of containers after event, transportation of containers to an approved disposal facility, and the costs associated with disposal of the material within the containers. Unless otherwise indicated in Exhibit E, there shall be no costs for the community for this service and the bid price shall include this service.

Additional pulls may be requested at the price indicated on Exhibit G. Unless otherwise stated in Exhibit E, or otherwise agreed in writing, no additional fee shall be charged to the Participating Community for these services notwithstanding the frequency of collections that may be required at Participating Community Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

- 3.13. Commercial Establishments Excluded.** This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the Participating Community, unless the Participating Community has made the determination that the commercial establishment is a Residential Unit Equivalent. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City Facilities, Residential Units, or Residential Unit Equivalents.

ARTICLE III- COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1. Collection Routes and Day of Collection.** In addition to the route information provided pursuant to Section 2.3, above, on or before October 1, 2026, the Collection Contractor shall furnish the following to the Participating Community, for approval by the Participating Community: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, identification of any route not made pursuant to this Collection Agreement that is combined with a route under this Collection Agreement prior to transporting Solid Waste, Recyclable Materials, or Yard Waste to a Designated Facility, the number of Residential Units and Residential Unit Equivalents per route, the total number of Residential Units under the Contract, including currently unoccupied and vacant Residential Units that could receive service in the future, the total number of Residential Unit Equivalents under the Contract, and the addresses of all Residential Units and Residential Unit Equivalents under the Contract; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the Participating Community (collection of Residential Solid Waste, Recyclable Materials and Yard Waste shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the Participating Community.) The Collection Contractor shall not change the day of collection without written approval by the Participating Community. In the event such a change is approved by the Participating Community, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The

Participating Community retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final Participating Community-approved Collection Routes and shall ensure that all drivers observe traffic laws on the routes.

- 4.2. Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week.
- 4.3. Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4. Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail or, if preferred by the Unit owner or tenant, by electronic means, listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services, including the obligation to place only accepted Recyclable Materials and Yard Waste in the appropriate containers. Notice shall identify the Recyclable Materials and Yard Waste acceptable for processing, a contact telephone number for the Participating Community and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The notice may include notification of any fuel price adjustments implemented pursuant to Section 6.5. The initial notice, including the procedures and obligations, shall be submitted to the Participating Community for approval by October 1, 2026. Subsequent notices shall be submitted to the Participating Community for approval not later than twenty (20) days prior to mailing to the Residential Units. The bid price shall include all costs associated with development and distribution of the written notice.
- 4.5. Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6. Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside

down at the location from which it was removed. Notwithstanding the foregoing requirements, all re-usable collection containers shall be returned in a manner and to a location such that the container does not create a hazard to pedestrians or motor vehicles. Containers shall not be left in the road, where they can obstruct the flow of traffic. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the requirements set forth in this section three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor as provided in 6.1. In addition, if a Collection Contractor fails to adequately perform a cleanup required pursuant to this Section, the Participating Community shall have the right to perform such cleanup services using Participating Community employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

- 4.7. Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor, including reimbursement to the Participating Community for replacement of any Participating Community-provided collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor-provided collection containers shall be maintained, repaired, and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.
- 4.8. Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the Participating Community with copies of all tags left at each Residential Unit pursuant to this Section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the Participating Community and the Collection Contractor. The Collection Contractor shall

not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the Participating Community and the Residents receiving the Collection Services.

- 4.9. Conduct of Collection Contractor and Its Employees.** The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, specifically including, but not limited to, applicable to traffic laws as well as rules and regulations adopted by SWACO and the Franklin County District Board of Health. This includes, but is not limited to, SWACO's rules prohibiting Source Separated Recyclable Materials or Source Separated Yard Waste from being comingled with Solid Waste for delivery to the Franklin County Sanitary Landfill. Notwithstanding any deduction pursuant to Section 6.2, any and all violations may be enforced in accordance with Ohio Revised Code Section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. When performing the Collection Services, the Collection Contractor's employees shall operate the Collection Contractor vehicles with due regard for the safety of all persons and property. The Participating Community may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Participating Community.

- 4.10. Daily Reports.** The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the Participating Community. This report shall be provided to the Participating Community at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the Participating Community may agree to utilize a different procedure, provided such agreement is in writing.

- 4.11. Collection Contractor's Response to Complaints.** The Participating Community shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the Participating Community to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the Participating Community at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day, except for instances of force majeure.

- 4.12. Biannual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in April and October of each contract year or other dates as indicated by the Participating Community and provide the survey results to the Participating Community and the Solid Waste Authority of Central Ohio no later than May 31st and November 30th of the survey year. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a Recycling container is placed out for collection on a regularly

scheduled collection day. The Collection Contractor shall conduct the survey for all Residential Units and Residential Unit Equivalents in the Participating Community during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of Residential Units and Residential Unit Equivalents eligible for service under the Contract. The participation survey shall be conducted during a collection week with regularly scheduled collection days and shall not be conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

**ARTICLE IV - PERFORMANCE ASSURANCE, BOND, INSURANCE
AND INDEMNIFICATION**

- 5.1. Performance Assurance.** The Collection Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition, including Force Majeure, which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the Participating Community its written response to any such demand. In the event that the Participating Community does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the Participating Community deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2. Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of two million, nine hundred nine thousand, twelve dollars and forty cents (\$2,909,012.40). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Participating Community, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Participating Community accepts, in writing, a substitute surety.
- 5.3. Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of

the Participating Community and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Participating Community. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

- 5.4. Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Participating Community and authorized to do business in the State of Ohio. The Participating Community shall be listed as an additional insured under a blanket endorsement in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Participating Community promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Participating Community not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Participating Community at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5. Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the Participating Community a copy of a Certificate of Ohio Workers' Compensation. The Collection Contractor shall hold the Participating Community free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.
- 5.6. Indemnification.** The Collection Contractor shall save, indemnify and hold the Participating Community, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- b) to the extent proximately resulting from the intentional, reckless or negligent misconduct of the Collection Contractor, its employees, subcontractors or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

5.7. Environmental Indemnification. The Collection Contractor shall save, indemnify and hold the Participating Community, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This Section shall survive expiration or earlier termination of this Agreement.

5.8. Indemnity Not Limited. In any and all claims against the Participating Community, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.

5.9. Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the Participating Community.

5.10. Covenant Not to Sue. During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the Participating Community or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City.

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

6.1. Collection Contractor Billings to the Participating Community for Payment. The Collection Contractor shall bill the Participating Community for the Collection Services within ten (10) days following the end of the month, and the Participating Community shall pay the Collection Contractor on or before the thirtieth (30th) day following the end of such

month. Such billing and payment shall be based on the prices and charges stated in the Exhibit G, increased for additional services requested and approved by the Participating Community or reduced by the Participating Community as provided in this Collection Agreement. In the event the Participating Community reduces payment to the Collection Contractor, in good faith and at its sole discretion, the Participating Community will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Collection Contractor disputes the basis for the reduction in payment, the Participating shall consider the basis for the dispute and may refund any such deduction to the Collection Contractor. However, the Participating Community is under no obligation to accept the validity of any such dispute.

The Collection Contractor shall be paid for the number of Residential Units within the Participating Community based on the records maintained by the Franklin County Auditor as those parcels are listed on the real property tax duplicate for Franklin County, subject to Section 6.3. As the number of Residential Units being serviced in the Participating Community increases or decreases, the Collection Contractor and the Participating Community may adjust the number of Residential Units accordingly. Any Optional Services Service Charges must be billed to the Owner directly, unless the Participating Community has otherwise agreed to be responsible for such charges in writing.

- 6.2. Deductions from Collection Contractor's Invoice for Non-performance.** If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s), even if corrected within twenty-four (24) hours, the Participating Community may withhold Twenty-Five Dollars (\$25.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. If the miss or failed collection is not corrected by the Collection Contractor within twenty-four (24) hours after receiving a report of such miss, by the Participating Community or the owner or occupant of the Residential Unit, the Participating Community may withhold Fifty Dollars (\$50.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. In the event that the Participating Community performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus fifty dollars (\$50.00) per hour for cleanup services performed by the Participating Community. If the Collection Contractor has violated the container handling requirements set forth in Section 4.7 three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or

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

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

- 6.3. Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the Participating Community. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the Participating Community that Collection Services is not required at the unoccupied or vacant Residential Unit. The Participating Community shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the Participating Community or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.
- 6.4. Annual Review and Report.** The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:
- (a) Records regarding Bulk Item as required by Section 3.8 herein;
 - (b) Records regarding appliances containing CFCs as required by Section 3.9 herein;
 - (c) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;
 - (d) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein;
 - (e) Results of the two residential recycling participation surveys and respective numbers of participants and non-participants, as required by Section 4.13 herein;

- (f) Records regarding addresses of all Residential Units and Residential Unit Equivalents which are delinquent in payment of Services Charges, as required by Section 6.1 herein;
- (g) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein;
- (h) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
- (i) A record of the number of collection container types by volume and address within the Participating Community and collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
- (j) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the -Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Designated Facilities, as required by Section 6.8 herein; and
- (k) Copies of weight receipts and invoices that the Collection Contractor obtains from the Designated Facilities, as required by Section 6.8 herein.

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

Annually, the Collection Contractor and the Participating Community shall meet to establish, if needed, an updated number of Residential Units eligible under the Contract, including currently unoccupied and vacant Residential Units pursuant to Section 6.3 that could receive service in the future, an updated number of Residential Unit Equivalents, and an updated address list

6.5 Adjustment for Changes in Cost of Fuel. Either the Collection Contractor or the Participating Community may request a quarterly per Residential Unit fuel price adjustment for Collection Services in a form approved by the Participating Community. For purposes of this provision, a request for fuel price adjustment, upon approval by the Participating Community or Collection Contractor, as applicable, will result in an adjustment to the Collection Contractor's invoice received by the Participating Community or Residential Units. All fuel price adjustment requests and approvals shall be in writing and a copy shall be provided to SWACO. The form of invoice shall include a fuel price

adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base bid price per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on April 6, 2026 (the Monday preceding the Bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy (“EIA”).

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five-cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average number of round trips to: the Franklin County Sanitary Landfill, Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments, divided by RU plus RUE, where RU = the number of Residential Units and RUE = the number of Residential Unit Equivalents .

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

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

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

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

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

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

- a) Any and all Governmental Fee increases or decreases for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the Participating Community-Designated Recycling Processing Facility and Yard Waste Services Facilities. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO;
- b) Any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill; and
- c) Any increase or decrease in a rate or charge incurred for disposal or processing of organics, Food Waste or Yard Waste at a Designated Facility or SWACO-approved facility.

The Collection Contractor shall give the Participating Community and Residents as much notice as is practicable before adjusting for Governmental Fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference \div 12

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

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

Any charge for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility shall be the sole responsibility of the Collection Contractor, including charges assessed at a yard waste processing facility for residual solid waste disposed as a result of failure to adequately clean out a collection vehicle that was previously used for collecting solid waste prior to the collection of yard waste. If any such charges are assessed to the Collection Contractor, the Collection Contractor shall notify the Participating Community within 48 hours of receiving the charge.

6.7. Data Collection and Monthly Reporting. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:

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

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

The Collection Contractor shall also utilize the data management system selected by the Participating Community and report volumes in tons collected of Solid Waste, Yard Waste and Recyclable Materials for the Participating Community for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall input such data and provide such data to the Participating Community and to SWACO on a monthly basis within thirty (30) days of the close of each month.

- 6.8. Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty (60) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit G. By agreement, either the Participating Community or the Collection Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

ARTICLE VI - BREACH, CURE, AND TERMINATION

- 7.1. Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the Participating Community may terminate the Collection Agreement in the following manner: the Participating Community shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the Participating Community with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the Participating Community may terminate this Collection Agreement. Any such termination shall not take effect until the Participating Community is able to secure alternate or substitute performance for the Collection Services. The Participating Community may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the Participating Community, in the exercise of the reasonable discretion of the Participating Community.
- 7.2 Surety or Participating Community Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Participating Community shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Participating Community is unable to provide or obtain cover, the effective termination date may be delayed by the Participating Community until the Participating Community

completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Participating Community's receipt of more than twenty (20) bona fide complaints in any given month, including but not limited to (i) spills caused by Contractor, (ii) damage to carts due to the fault of Contractor, or (iii) missed collections not remedied same-day. A bona fide complaint is a complaint that the Participating Community has investigated and determined that the complaint represents failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Participating Community income taxes.

- 7.3 Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the Participating Community shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days' written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Participating Community is able to obtain alternate or substitute service.
- 7.4 Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the Participating Community, the Participating Community may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5 Expiration or Termination of Participating Community-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain Participating Community-Designated Facilities. In the event of the expiration or termination of an agreement with a Participating Community - Designated Facility, and until notification by the Participating Community of an alternative facility selected by the Participating Community, the Collection Contractor shall be excused from delivering materials to the Participating Community-Designated Facility and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the Participating Community's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate Participating Community-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of utilizing an alternate facility due to the expiration or termination of a Participating Community-Designated Facility agreement shall be documented and provided to the Participating Community. Any additional reasonable costs as determined by the Participating Community incurred by the Collection Contractor may be invoiced as

an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the Participating Community obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the Participating Community is able to issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- 8.1. Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2. Notices.** Unless otherwise stated herein, written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention _____ (name or title), and to the Participating Community, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3. Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Collection Contractor arising out of a breach of this Collection Agreement by the Participating Community or the Collection Contractor shall be effective unless in writing signed by the Participating Community and the Collection Contractor.
- 8.4. Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5. Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6. Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.
- 8.7. Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the Participating Community and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the Participating Community and the Collection Contractor and not for the benefit of any other party.

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

City of Gahanna, Ohio

(Signature)

(Printed Name)

(Title)

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

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

Defined Terms

2027 Consortium 1 Communities: collectively, the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

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

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

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

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

Bulk Items: any single item of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 95 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture (e.g. chair and matching ottoman counting as one item), mattresses and box springs (counting as one item), other household items and non-Freon containing appliances.

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

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

Collection Contractor: the individual or entity selected by a Participating Community for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Community, and, if applicable, the individual or entity selected by the City of Hilliard to provide weekly subscription curbside Food Waste collection.

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

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

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

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

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

Food Waste: means (i) waste material of plant or animal origin, or a combination thereof, that results from the preparation or processing of food for animal or human consumption, (ii) that is separated by the generator from the municipal solid waste stream, and (iii) managed separately from other solid waste materials. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials separately from Yard Waste, the Collection Contractor may be required to enter into a separate contract with the Participating Community that designates the Food Waste Processing Facility and that outlines the weekly curbside collection services.

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

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

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin

County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

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

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

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

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

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

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

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

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the Participating Community is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 95, 65 or 32 gallon collection containers.

Organics: See the definition of Food Waste.

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

Participating Community or Communities: the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including Cities of Bexley,

Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships.

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

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

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

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

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

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

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

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

Service Charges: the fee charged by the Collection Contractor to an Owner or to a Participating Community for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge, or pass through charges permitted by this Collection Agreement. No other charges shall be included. A

Collection Contractor may not charge multiple Owners for the shared use of the same Curbside Collection Services if each Residential Unit is not provided with a separate collection container.

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

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

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

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

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

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

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

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings, and similar material as meets the requirements for acceptance by the Yard Waste processing facility utilized by the Collection Contractor.

Yard Waste Services: the acceptance and processing of Yard Waste by composting at a City or Township-Designated Facility.

EXHIBIT B

Workers' Compensation Coverage

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



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

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

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

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

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



Sub(s):

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

BWCLJ0605A00510930200

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

Sincerely,

Stephanie McCloud
Administrator/CEO



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

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

FINDING OF FACTS

In matter of the renewal application of
20005522
(hereinafter referred to as employer)

RUMPKE CONSOLIDATED COMPANIES, INC.

3990 GENERATION DRIVE

of

CINCINNATI OH 45251-4524

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

July 1, 2025 to July 1, 2026

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

Sincerely,

Stephanie McCloud

Stephanie McCloud



BWCJT0605A00510930300

EXHIBIT C

Implementation Plan Forms

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

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

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



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

A handwritten signature in blue ink, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202501600746

Consortium I

Single Hauler:

Residential Refuse, Recycling and Yardwaste Collection

Implementation Plan

Communication Guidelines:

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

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

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

Billing and Payment Options:

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

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

Rumpke offers several different payment options:

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

Rumpke Waste & Recycling

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

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

Customer Service Team:

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

Key Contacts:

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

Municipality Contact:

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

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

Service Overview:

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

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



Rumpke Waste & Recycling

- Larger size containers are available commercially, up to 42 compacted yards.
- Large item collection
 - Bulky items like couches and furniture can be collected. Upholstered items are required to be wrapped in plastic for the safety of our collection teams.

Service Schedule:

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

Weather Delays:

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

Holiday Schedule:

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

6-day Holiday Schedule:

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

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

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

Communication and Event Timeline:

____ Contract is awarded

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

____ Public communication is initiated

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



Rumpke Waste & Recycling

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

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

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

___ Rumpke service begins



EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2026, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to Designated or Identified Facilities ("Collection Services").

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2027, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary)

By: _____

(Surety Secretary)

By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

(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)

		6 cubic yard	Recyclables	1x per week	Tuesday
Fleet Maintenance	781 Science Blvd.	6 cubic yard	Solid Waste	1x per week	Tuesday
		6 cubic yard	Recyclables	1x per week	Tuesday
Headley Park***	Headley & Clark State Rd.	6 cubic yard	Solid Waste	2x per week	Tuesday/ Friday
Price Road House	94 Price Road.	6 cubic yard	Solid Waste	2x per week	Tuesday/ Friday
Woodside Green					
Park****	213 Camrose Court	8 cubic yard	Solid Waste	2x per week	Monday/ Friday
Academy Park****	1201 Cherry Bottom Rd.	6 cubic yard	Solid Waste	2x per week	Monday/ Thursday
Hannah Park****	6547 Clark State	6 cubic yard	Solid Waste	2x per week	Monday/Thursday
Friendship Park	150 Oklahoma Ave.	6 cubic yard	Solid Waste	2x per week	Monday/Thursday
		6 cubic yard	Recyclables	2x per week	Monday/Thursday
Hunter's Ridge Pool **	348 Harrow	6 cubic yard	Solid Waste	1x per week	Tuesday
Gahanna Swim Club**	148 Parkland Dr.	6 cubic yard	Solid Waste	2x per week	Tuesday/ Friday
		6 cubic yard	Recyclables	2x per week	Monday/Thursday

** Seasonal Locations Version 1 / Hunter's Ridge Pool & Swim Club (April- Oct)

***Seasonal Locations Version 2/ Headley Park- 1x per week year round+ 2x per week-April-June+ September-November

**** Seasonal Locations Version 3/ 1x per week year round + 2x per week - (April-November)

Provide dumpsters (as needed) for residents' use when streets are torn up during construction projects

The Contractor shall collect all Solid Waste deposited in the Collection Containers provided by the Contractor twice each week unless additional collections are necessary in the discretion of the City, at no additional charge to the City.

In addition, the Contractor shall provide open top roll-off containers of up to forty (40) yards capacity at no charge upon request of the City for the following special event (or a similar): Creekside Blues & Jazz Festival (three (3) 40 cubic yard roll-offs for solid waste and one (1) 40 cubic yard roll-off for recyclables, including three collections one being a Saturday). The Contractor will provide open top roll-off containers of up to thirty (30) yards capacity and Collection Services for five (5) additional special events per year, in the discretion of the City.

The Contractor shall provide open top roll-off containers and Collection Services for the minor remodeling of any Municipal Facility, up to five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form

EXHIBIT F

Insurance Coverage Requirements

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

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

EXHIBIT G – BID FORMS – PART I

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

The 2027 Consortium I Communities are divided into four (4) groups as set forth in Exhibit G Part I(A) - (D); each Exhibit G Part I Bid Form and any bid price(s) submitted thereon shall apply only to the specific Participating Communities named on that particular Exhibit G Part I Bid Form. Bidders may submit a bid for one, all, or any combination of the Participating Community groups (for example, a Bidder may choose to only submit bids on the Exhibit G Part I(B) and Exhibit G Part I(D) Bid Forms and not to submit bids on the Exhibit G Part I(A) and Exhibit G Part I(C) Bid Forms). However, if a Bidder chooses to submit a bid for a Participating Community group, the Bidder must submit a bid for all requested bids on the applicable Exhibit G Part I Bid Form, including but not limited to bid prices for all Participating Communities on the Bid Form. Bidders are also required to provide bid prices for the Part II, additional mandatory collection services. Bidders may, but are not required, to provide bid prices for the Part III, additional elective collection services and New Albany organics collection. The bids submitted in Part II shall only apply to the Participating Community groups for which the Bidder submitted a bid under Part I.

Collection shall occur on the following days of the week:

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

COMMUNITY	SW/RM	YW
Gahanna	Tuesday	Monday
Reynoldsburg	Wednesday/Thursday	Wednesday/Thursday

COMMUNITY	SW/RM	YW
Blendon	Friday	Friday
Westerville	Tuesday	Monday

COMMUNITY	SW/RM	YW
Dublin	Wednesday	Monday
Washington	Wednesday	Monday

Unless specifically stated otherwise in the Collection Agreement, all prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO, the Participating Communities' Designated Facility for Solid Waste. The Participating Communities will bid out and designate a Facility for Recyclable Materials processing prior to the commencement of this agreement, and pay any tipping fees (processing fees) Directly to the Recycling Processing Facility.

Unless otherwise indicated in Exhibit E, all prices shall also be inclusive of services provided to Municipal Facilities (Exhibit E) at no additional charge. With the exception of the City of Westerville, the Participating Communities will accept alternative bids if changing the collection day(s) of week results in a lower price.

EXHIBIT G – BID FORMS – PART I(B)

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

City of Gahanna

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

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

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

City of Reynoldsburg

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

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

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



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

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



EXHIBIT G – BID FORMS – PART I(B)

**STATUS QUO COLLECTION BID
Gahanna and Reynoldsburg**

Bid Entry Table

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

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

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

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

(Contractors are advised that they **shall** provide a bid price for the below additional services)

Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services	\$ <u>2.60</u>
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ <u>1.53</u>
Per Residential Unit per month surcharge for performing Carry-Out Collection Services¹	\$ <u>25.00</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>67.00</u>
Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>39.29</u>
Provision of and each per pull charge for an additional container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>45.84</u>
Provision of and each per pull charge for an additional container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>52.39</u>
Per pull charge for each additional pull of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>474.76</u>

¹ The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service.

Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>523.87</u>
Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>621.00</u>
Per Residential Unit per month surcharge for the Rental of 95 gal., 65 gal., and 32 gal. Solid Waste or Recyclable Materials collection container	\$ <u>3.50</u> (95)
	\$ <u>3.50</u> (65)
	\$ <u>N/A</u> (35)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	\$ <u>27.29</u>

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

Note: All bids shall be submitted in dollar amounts and include any and all costs of disposal and/or processing. There shall be no rental fee or any charge for provision of the container or compactor.



Waste & Recycling

HOLIDAY SCHEDULE

Holidays that will affect your Rumpke service day:

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

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

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

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



Waste & Recycling

Notification Plan – Stickers

Curbside Solid Waste Collection

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

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

Payment

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

Containers & Collection

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

Yard Waste Collection

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

Unacceptable Items

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

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



Recycling Collection

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

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

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

Residents can recycle the following items:

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



Thank you for recycling. Rumpke appreciates your business.



Waste & Recycling

LARGE AND/OR BULKY ITEM LIST

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

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

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



Waste & Recycling

UNACCEPTABLE ITEMS LIST

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