

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

**THIS RENEWAL AGREEMENT** for the acceptance and processing of Recyclable Materials generated in and collected from within the City of Gahanna, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, is by and between the City of Gahanna, Ohio (“City”), with its offices located at 200 South Hamilton Road, Gahanna, Ohio 43230, and Rumpke of Ohio, Inc. (“Contractor”), an Ohio corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

**RECITALS**

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

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

**WHEREAS**, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for processing of Recyclable Materials, the City determined that the Contractor is qualified to provide the Recycling Services to the City and approved the award of the Agreement to the Contractor; and

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

**WHEREAS**, in response to the Bid Documents, entirely incorporated herein by reference, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

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

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

**WHEREAS**, the City has decided to renew the terms and conditions for the Recycling Services in conformance with the Bid Documents, the executed Recycling Services Agreement, this Renewal Agreement and the Contractor's pricing for 2019; and

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

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

The indicated paragraphs of the Recycling Agreement are supplemented to include the following revised language:

- 2.1 **Effective Date and Term**. The term of this Agreement shall be for one (1) year, beginning on January 1, 2019 and terminating on December 31, 2019.
- 3.2 **Charges for Recycling Services**. The Contractor agrees that it shall charge zero dollars (\$0.00) per ton, or pay to the City a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the City or its Residents.

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

**THE CITY OF GAHANNA, OHIO:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

RUMPKE OF OHIO, INC.  
Name

10795 Hughes Road  
Street Address

Cincinnati, Ohio 45251  
City / State / Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT A**

**BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS**

Three Years (with possible +1, +1 year extension)	Five Years
Per ton bid price for processing of Recyclable Materials*	Per ton bid price for processing of Recyclable Materials*
2015-2017 \$ 0.00** 2018       \$ 0.00** 2019       \$ 0.00**	2015-2019 \$ 0.00**

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

Please circle AT LEAST seven (7) of the following materials that Bidder intends to process: plastic containers (including plastics 1-7), corrugated cardboard, office paper, newspaper, glass containers, steel containers, aluminum containers (food and beverage containers only), lead acid batteries, major appliances, or wood packaging and pallets.

**Bids for Processing of Recyclable Materials are due March 18, 2014.**

\*\*See Attachment #1 for Revenue Sharing Program

EXHIBIT A  
BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS

**Attachment #1**  
**Recyclable Materials Revenue Sharing Program**

Rumpke is pleased to provide the 2014 Consortium participating communities a financial incentive program that shares in the risk and rewards of the recycling commodities market. Rumpke is proposing a revenue sharing plan to reward the participating communities for recyclables collected within their respective City or Township.

<b>Recyclable Materials Revenue Sharing Program</b>
Rumpke will compensate each City/Township for all tonnage collected within their respective City/Township based on the following formula:
<u>Index:</u> As published in the <u>Official Board Markets (OBM)</u> , 1 <sup>st</sup> issue of month, Newspaper (8) Chicago market, High-side price
<u>Benchmark or Trigger Price:</u> \$125.00/ton, Newspaper #8
<u>Formula:</u> Rumpke will share evenly (50/50) with each City/Township any increase in the OBM published price of Newspaper (8) above the established benchmark of \$125.00/ton. Formula is calculated on a monthly basis.
<u>Tonnage Calculation:</u> Payment to each City/Township is based on <u>all</u> of the collected single-stream recyclables. The payment is based on collecting commercial single stream that does not exceed an aggregate contamination rate of greater > than 10%.