



To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: September 20, 2018

Initiated By: Megan O'Callaghan, Director of Public Works
Rob James, Director of Street and Utilities Operations

Re: Resolution 61-18 – Authorizing the City Manager to Enter into Agreements with Rumpke of Ohio, Inc. 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 and Acceptance and Processing of Recyclable Materials

Background

Referencing the attached memorandum to City Council dated July 27, 2017, the City entered into contracts for "Collection, Transportation, and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste Generated within the City of Dublin, Ohio" ("Collection Services") and "Acceptance of Delivery and Processing of Recyclable Materials" ("Recycling Services") with Rumpke of Ohio, Inc. ("Rumpke") in September of 2014. The terms of the contracts were for three years and terminate on December 31, 2017 with the option to extend for 2018 and 2019. The decision was made in 2017 to extend the Collection Services and Recycling Services contracts with Rumpke for a period of one year, through 2018. The existing contracts still have one extension year options remaining which can be extended through 2019.

The entities making up the Consortium were restructured this year into smaller groups with the goal of attracting competition and more favorable bids. Since early 2018, Dublin staff have been working with Solid Waste Authority of Central Ohio ("SWACO") staff and the community Consortium members to conduct a competitive bid process for both Recycling Services and Collection Services. On May 17, 2018, the City of Dublin and Washington Township received and opened bids for Recycling Services. One responsive bid was received from Rumpke. On Wednesday, July 25, 2018, the City of Dublin and Washington Township received and opened bids for Collection Services. One responsive bid was received from Rumpke, two no bid letters (Republic and Waste Management), and a no bid from Local Waste.

A member of City Council recently requested information regarding how other communities handle payment for refuse collection services. That information is presented on the attached Community Billing Summary for Franklin County communities. Of the 38 communities that offer refuse collection services, 7 communities bill each resident monthly, quarterly or semi-annually, 25 communities have the hauler bill each resident monthly or quarterly, and 6 communities (including Dublin) do not charge residents for refuse collection services.

Bid Results

Recycling Services

The existing Recycling Services contract with Rumpke will be extended for a term of one (1) year through 2019 at \$0.00 per ton. Prior to advertising for bids, the Consortium decided to exercise the extension option and to seek bids for Recycling Services for two (2) years, beginning on January 1, 2020 and terminating on December 31, 2021 with the option to extend for 2022 and 2023. Bids for Recycling Services were opened on May 17, 2018. Rumpke was the only bidder and submitted a Base Bid with a flat rate of \$35 per ton to process recyclables. This increase was not unexpected as the commodity price for paper right now is \$0, which the industry has never seen. This market decline was due to China not accepting material from the United States until mid-June and their most recent position of contamination rates in recycling loads and their rejection of loads that don't meet the new contamination standards. The current rate of solid waste disposal at the landfill is \$39.75, so this processing cost is \$4.75 less than the disposal cost. Rumpke also submitted an Alternate Bid that includes risk/reward profit sharing. Rumpke offered to share in the profits of the recycling commodities (if there is one) based on the current value of each material and the percentage of each material type in one ton of recyclables. In summary, Rumpke is willing to split commodity profits evenly (50%) up to a \$40 revenue price, meaning Dublin would receive \$20 and Rumpke would receive \$20 per ton. Rumpke would receive revenue in excess of \$40. Also, if it is more costly to process recyclables than the revenue they receive, Dublin would be required to pay 100% of the cost differential up to a maximum of \$35 per ton. As an example, if it were to cost Rumpke \$85 per ton to process one ton of recyclables, and the value of the ton is \$55, then the community would be required to pay Rumpke \$30 per ton (\$85-\$55). Again, the maximum cost would be \$35 per ton.

Staff reviewed these bids and determined that Rumpke's Alternate Bid is the lowest and best bid and recommends Dublin enter into a Recycling Services agreement for the acceptance of delivery and processing of recyclable materials with Rumpke.

Collection Services

Rumpke is Dublin's current service provider at a price of \$16.22 per household per month through 2018. The potential extension year 2019 price is \$16.71 per household per month. Rumpke submitted two sets of bid prices for a five-year term: Part 1(A) unlimited collection of solid waste, recyclables (City provides recycling cart), and yard waste at \$19.39 per household per month; and Part I(B) a cart contents only collection container bid at \$18.89 per household per month. The bid for cart contents only includes the following per household per month cart prices: \$3.25 for a solid waste cart (35, 65, or 95 gallon), and \$4.16 (35 gallon), \$4.41 (65 gallon), and \$4.66 (95 gallon) for the recycling carts and Rumpke retains both carts at end of contract term; and \$5.00 for a 35 gallon solid waste cart, \$5.25 for a 65 gallon solid waste cart, \$5.50 for a 95 gallon solid waste cart, and \$6.45 (35 gallon), \$6.70 (65 gallon), and \$6.95 (95 gallon) for the recycling carts and the Dublin retains both carts at end of contract term.

Rumpke also submitted three (3) alternate bids for Dublin, all with the current collection day, including: (1) a five-year term with unlimited solid waste collection, yard waste and the provision of a 65 or 95 gallon Recycling Cart at \$19.39 per household per month; (2) a three year status quo bid at per household per month prices of \$16.71 for 2019, \$17.88 for 2020, and \$19.13 for 2021; and (3) a cart contents only option (Rumpke provides 95 gallon Solid Waste collection container and Dublin provides recyclable materials collection container) for either a three year term at per household per month prices of \$17.19 for 2019, \$18.39 for 2020, and \$19.68 for 2021, or a five year term at \$19.92 per household per month. Note that both of Rumpke's three (3) year

proposals include language for a two-year extension, but do not include an extension price and suggest a “mutually agreed upon ... adjusted rate.”

While it was hoped that more bidders would submit bids, Rumpke has provided some viable options. It appears Rumpke prefers to supply the collection containers. For example, comparing Rumpke’s Alternate Bid #3, Alternate Bid #1, and Bid I(B) for Dublin, for a five-year term, Rumpke either:

- provides a 95-gallon Solid Waste collection container (cart contents only) and City provides current recyclable materials collection container at \$19.92 per household per month (Alternate Bid #3); or
- provides a 95-gallon Recycling container (unlimited at the curb) at \$19.39 per household per month (Alternate Bid #1); or
- offers to provide a 95-gallon Solid Waste collection container (\$3.25) and a 65-gallon wheeled recyclable materials collection container (\$4.41) at \$18.89 per household per month or \$26.55 total (Bid I(B)).

Rumpke’s cart prices are not competitive. For example, Rumpke proposes to provide a 96-gallon solid waste cart at \$3.25 per household per month and a 65-gallon recycling cart at \$4.41 per month for a total cost of two carts of \$459.60 over five (5) years and Rumpke retains the carts at the conclusion of the contract term. That number jumps to \$747.00 if the communities retain ownership of the carts upon conclusion of the contract. In comparison, we know that over a five-year term, Dublin can purchase a solid waste cart for approximately \$0.80 per household per month. Thus, if Dublin selects option Bid I(B), service only, the cost equates to \$18.89 + \$0.80 = \$19.69 per household per month or approximately \$0.23 less than Rumpke’s Alternate Bid #3. The advantage being the City would then own both carts, creating an even playing field and the potential for more competition with a simplified one option bid for the next round of bidding in five years.

Another potential option is Rumpke’s Alternate Bid #2. Pursuant to the current “status quo,” Rumpke is required to collect Solid Waste from containers supplied by each Residential Unit. Under the current contract, residents can rent or purchase Solid Waste carts from Rumpke, and they are already servicing recycling carts purchased by Dublin and presumably Solid Waste carts purchased by residents on the open market, if any. There is language in Rumpke’s Alternate Bid #2 stating this bid relates to: “service with the currently distributed Contractor-Provided Carts, if any”; “Contractor-Rented Carts”; and “approved personal or Contractor-Rented Carts”. Therefore, if Dublin separately purchased and distributed Solid Waste carts to their residents, the bid price of \$16.71 for 2019, \$17.88 for 2020, and \$19.13 for 2021 is an average of \$17.91. With an additional \$0.80 per household per month for carts purchased by Dublin, the average price is \$18.71.

The best and/or most cost effective options for the City of Dublin appear to be extending the existing contract for an additional year, Alternate Bid #1, Alternate Bid #2, and Alternate Bid #3. These options are summarized in the following table:

	Current 2018 Service	One year extension (Status Quo Service)	Alternate Bid #1 (Unlimited Trash, Recycling & Yard Waste)	Alternate Bid #2 (Status Quo Service)	Alternate Bid #3 (Fully Automated – Cart Contents Only)
Refuse Collection Day	<i>Wednesday</i>	Wednesday	Wednesday	Wednesday	Wednesday
Refuse Collection Container Size	<i>Resident Provided 35 gallon (Pilot area exception: 1250 residents have Dublin provided containers, majority are 64 gallon, wheeled, attached lid)</i>	Resident Provided 35 gallon (Pilot area exception: 1250 residents have Dublin provided containers, majority are 64 gallon, wheeled, attached lid)	Resident Provided 35 gallon (Pilot area exception: 1250 residents have Dublin provided containers, majority are 64 gallon, wheeled, attached lid)	Resident Provided 35 gallon (Pilot area exception: 1250 residents have Dublin provided containers, majority are 64 gallon, wheeled, attached lid)	Rumpke Provided 95 gallon, wheeled, attached lid, brown color
Recycling Collection Day	<i>Wednesday</i>	Wednesday	Wednesday	Wednesday	Wednesday
Recycling Container Size	<i>Dublin Provided Majority 64 gallon, wheeled, attached lid</i>	Dublin Provided Majority 64 gallon, wheeled, attached lid	Rumpke Provided 95 or 65 gallon, wheeled, attached lid, dark green color	Dublin Provided Majority 64 gallon, wheeled, attached lid	Dublin Provided Majority 64 gallon, wheeled, attached lid
Yard Waste Collection Day	<i>Monday</i>	Monday	Monday	Monday	Monday
Bulk Collection	<i>Unlimited - Wednesday</i>	Unlimited - Wednesday	Unlimited - Wednesday	Unlimited - Wednesday	Unlimited – Wednesday 24 hour notice required
1 Year per Household Bid Price Per Month	<i>\$16.22</i>	\$16.71	n/a	n/a	n/a
3 Year per Household Bid Price Per Month	<i>n/a</i>	n/a	n/a	\$16.71 – 2019 \$17.88 – 2020 \$19.13 - 2021	\$17.19 – 2019 \$18.39 – 2020 \$19.68 - 2021
5 Year per Household Bid Price Per Month	<i>n/a</i>	n/a	\$19.39	n/a	\$19.92
Average Annual Cost for Contract Term (13,713 units)	<i>\$2,669,098 per yr. 1 Year</i>	\$2,749,731 per yr. 1 Year	\$3,190,741 per yr. 5 Years	\$2,946,649 per yr. 3 Years	\$3,031,122 per yr. 3 Years \$3,277,956 per yr. 5 Years

Bid Part 1(A) includes a 5-year term, resident provided refuse container, and a cost of \$19.39 per month, which is an identical bid to Alternate Bid #1, except Rumpke does not provide a recycling container. Obviously, this makes Alternate Bid #1 the preferable bid between the two. Bid Part 1(B), as discussed previously, is summarized in the table below:

Five Year Term					
Cart Size	(1) Cart Contents Only Solid Waste, Recycling, and Yard Waste Collection	(2) Cart Price Only, Carts are returned to Contractor at the Conclusion of the Contract Term		(3) Cart Price Only, Unbranded Carts become the Property of the Community at the Conclusion of the Contract Term	
		Solid Waste Cart Price	Recycling Cart Price	Solid Waste Cart Price	Recycling Cart Price
32 gallon	\$18.89	\$3.25	\$4.16	\$5.00	\$6.45
64 gallon	\$18.89	\$3.25	\$4.41	\$5.25	\$6.70
96 gallon	\$18.89	\$3.25	\$4.66	\$5.50	\$6.95

CSAC’s recent recommendations to City Council include implementing a uniform, two-cart collection system where the City owns the carts; streamline bulk collection; and limit collection to cart contents only (automated collection) at the appropriate time when the pricing is competitive and there is sufficient opportunity to provide comprehensive communication and education. These recommendations were taken into consideration as part of staff’s bid analysis, and it was determined the bid options submitted by Rumpke that included carts (purchase or rental) are not competitive, and therefore are not viable options at this time. Analysis of the bid options, taking into account the average annual cost, would seem to support Alternate Bid #2, which provides a continuation of our current service (status quo) for a 3-year period at competitive pricing. The first year price of \$16.71 per household per month is the same price we would incur with a one year extension of the current contract, with 7 percent increases in years two and three of the new contract. We would expect to see larger increases if we were to bid one year contracts for each of those years. The 3-year contract term would also provide the opportunity to work with SWACO and Rumpke to explore options, including grant opportunities, to expand our existing two-cart collection system area and to further pursue CSAC’s recommendations.

Recommendation

Staff recommends City Council approval of Resolution 61-18, authorizing the City Manager to enter into two separate agreements with Rumpke: (1) the Collection Services contract for the collection,

transportation, and delivery for disposal of processing of residential solid waste, recyclable materials and yard waste generated within the City of Dublin, Ohio for a term of three years, and (2) the Recycling Services contract for the acceptance of delivery and processing of recyclable materials for a term of two years with the possibility of two extension years.

RECORD OF RESOLUTIONS

Resolution No. 61-18

Passed _____,

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH RUMPKE OF OHIO, INC. 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 AND ACCEPTANCE OF DELIVERY AND PROCESSING OF RECYCLABLE MATERIALS.

WHEREAS, the City of Dublin's current contract agreements for solid waste services expire on December 31, 2018; and

WHEREAS, pursuant to Section 715.43 of the Ohio Revised Code, the City may 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 City has determined that it is in the best interests of the City and its residents that the City arrange for the collection, transportation, and delivery for disposal or processing of all solid waste, recyclable materials, and yard waste and generated at residential units, municipal facilities, and during special events located 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 processing of all recyclable materials generated at residential units, municipal facilities, and during special events located within the City; and

WHEREAS, on April 23, 2018, the City, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("SWACO") ("Consortium"), invited through advertisement qualified providers of the Recycling Services to submit bids to provide such Recycling Services on the terms and conditions contained in a proposed Recycling Services Agreement, attached hereto as Exhibit A; and

WHEREAS, on May 21, 2018, the City, as part of a Joint Bid Process with several communities located within the jurisdiction of SWACO, invited through advertisement qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained in a proposed Collection Services Agreement, attached hereto as Exhibit B; and

WHEREAS, on May 17, 2018, Rumpke of Ohio, Inc. ("Rumpke") submitted a bid to become the sole provider of Recycling Services and on July 25, 2018, Rumpke submitted a bid to become the sole provider of Collection Services for the benefit of the City and its Residents; and

WHEREAS, after the official opening of the bids on May 27, 2018 and July 25, 2018 by the Consortium and consideration of all bids for Recycling Services and Collection Services, the City has determined that Rumpke has submitted the lowest and best bids for the project and that said company shall be awarded contracts; and

WHEREAS, the City and Rumpke intend to negotiate and agree upon final terms and conditions for performance of the Collection Services and Recycling Services substantially in conformance with the Agreements included in the Bid Documents for the collection, delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste and processing of all Recyclable Materials generated by Residential Units, Municipal Facilities, and during Special Events in Dublin; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, _____ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to enter into a Recycling Services Agreement with Rumpke that is substantially in accordance with the

RECORD OF RESOLUTIONS

Resolution No. 61-18

Passed Page 2 of 2

Recycling Services Agreement as included in the Bid Documents, for a term of two years with the possibility of two extension years at the bid price of a maximum of \$35.00 per ton with a rebate to the City of up to \$20.00 per ton for the processing of Recyclable Materials, effective January 1, 2020; and

Section 2. The City Manager is hereby authorized to enter into a Collection Services Agreement with Rumpke that is substantially in accordance with the Collection Agreement as included in the Bid Documents, for a term of three years at the base bid prices of \$16.71 in 2019, \$17.88 for 2020, and \$19.13 for 2021 per residential unit per month for the collection of Solid Waste, Recyclable Materials and Yard Waste, effective January 1, 2019; and

Section 3. The City Manager is hereby authorized to reject all other bids; and

Section 4. This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to prepare and sign all other agreements and instruments and to take any other actions as may be necessary to implement this Resolution and complete the Project.

Section 5. That this Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2018.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager
Date: July 27, 2017
Initiated By: Megan O'Callaghan, Director of Public Works
Rob James, Director of Street and Utilities Operations
Re: 2017 Solid Waste Services Procurement Update – Extension of Existing Contract

Background

This memo is in follow up to the March 9, 2017 and May 4, 2017 memos to Council (regarding the 2017 Solid Waste Services Procurement process), which contained background information, summary of the procurement process, and bid timeline. (see attached) The Solid Waste Consortium (“Consortium”) began planning the procurement of collection services for solid waste, recyclable materials, and yard waste and processing services for recyclable materials in September of 2016. Attorneys from Eastman & Smith, Ltd. have been providing legal representation to the Consortium. Consortium members include: the City of Dublin along with the cities of Bexley, Gahanna, New Albany, Reynoldsburg, Upper Arlington, Westerville; and Blendon, Mifflin, Plain, and Washington Townships. (“Participating Communities”) All these communities total approximately 70,000 residential units or households, with Dublin accounting for 13,713 as of the end of 2016.

The current contract 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” was entered into with Rumpke of Ohio, Inc. in September of 2014. The term of the contract is for three years and terminates on December 31, 2017 with the option to extend for 2018 and 2019. The average annual contract amount is \$2,422,952.

Bid Results

Bids for recycling services were opened on April 20, 2017. Rumpke was the only bidder and bid an Alternative Revenue-Sharing Proposal that includes a rebate percentage, payback or charge, material allocation percentage, methods to calculate the index price market value for each recycling commodity type, and processing fee.

Bids for collection services were opened June 21, 2017. Bidders had the choice of bidding:

- 1) Status Quo Option which is similar to the current services,
- 2) Wheeled Cart Option where each resident would receive wheeled carts for refuse and recycling,
- 3) Wheeled Cart Option where each resident would receive a wheeled cart for recycling only, and
- 4) Contractor-Designed Option that allows the bidder to propose variations of services.

The collection services bids would be for a term not to exceed five (5) years, with a commencement date of January 1, 2018. The contract would either be for an initial term of three (3) calendar years, renewable thereafter for two (2) additional consecutive calendar years, or for a five (5)- year term, at the sole option of the Participating Communities. The per household per month bid price for the collection services would remain the same throughout the entire term of any five (5)- year agreement, unless the Participating Communities select a three (3)- year Agreement, and the Bidder has submitted an increase in the price for the two (2) additional renewal terms. Bidders may also submit an alternative price escalation proposal under the Contractor-Designed collection bid option.

The bid process was not successful in attracting multiple bidders as Rumpke was Dublin's only bidder. The Consortium met on June 22, 2017 to review and discuss the bids and followed up with additional communications via email. The bid for each option proposes higher per household prices than Dublin's current contract prices including the extension prices. The bid tabulation sheet compiled by SWACO is attached. Staff determined the status quo bid is the lowest and best bid at the following prices per household per month:

Status Quo Bid Price			
3 Year 2018-2020	Extension Year 1 2021	Extension Year 2 2022	5 Year 2018-2022
\$17.20	\$17.72	\$18.43	\$17.55

As previously indicated, Dublin has the ability to extend the existing contract at the following prices for 2018 and 2019. Pricing for 2017 is included for information. A price decrease in the amount of \$.25 per month went into effect on April 1, 2017 due to a decrease in SWACO's landfill costs. Currently, there is also a \$0.49 per month reduction per household due to the drop in fuel prices from what they were at the time the contract was awarded. Assuming fuel prices remain stable, this reduction would continue with the extension but not with the new contract.

Existing Contract Extension Rates (including \$.25 adjustment)		
2017	2018	2019
\$15.28	\$16.22	\$16.71

Therefore, staff intends to reject all bids and extend the existing contract with Rumpke for a term of one (1) year through 2018.

SWACO will be meeting with vendors to discuss what additional bid document and procedural changes may lead to better future pricing and increased competition. The Consortium plans to meet on August 11, 2017 to discuss possible next steps, including evaluating the composition and effectiveness of the Consortium. It is likely there will be another bid process for solid waste services in 2018.

Recommendation

This memo is provided for informational purposes.

Consortium #1 Collection Bid Evaluation
06/22/17


8 Community Bid Options (Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, Blendon Twp, & Plain Twp)

Bidder		Description	SW Container	Recycling Container	Unlimited	Bulk		2018	2019	2020	2021	2022	5 Year
		Rumpke Extention Option						\$16.22	\$16.71				
Rumpke	1A	Status Quo	No	No		Status Quo		\$17.20	\$17.20	\$17.20	\$17.72	\$18.43	\$17.55
Rumpke	1B	SW Cart Sizes, Rec Cart	96 gal	Provide 64 or 96 gal Blue	No			\$21.19	\$21.19	\$21.19	\$21.83	\$22.70	\$21.62
		SW Cart Sizes, Rec Cart	64 gal	Provide 64 or 96 gal Blue	No			\$21.18	\$21.18	\$21.18	\$21.82	\$22.69	\$21.61
		SW Cart Sizes, Rec Cart	32 gal	Provide 64 or 96 gal Blue	No			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Rumpke	1C	No SW Cart, Rec Cart Sizes	No	96 gal Blue	Yes			\$20.01	\$20.01	\$20.01	\$20.61	\$21.43	\$20.41
		No SW Cart, Rec Cart Sizes	No	64 gal Blue	Yes			\$20.00	\$20.00	\$20.00	\$20.60	\$21.42	\$20.40
Rumpke	Alt-1	65/95 Brown SW & 65/95 Green Rec Carts, NOT Unlimited, Schedule Bulk	Provide 95 or 65 gal Brown SW Cart, All carts sizes the same at deployment, 1 cart size change	Provide 95 or 65 gal Green Rec Cart, All carts sizes the same at deployment, 1 cart size change	No	Scheduled		\$19.11	\$19.11	\$19.11	\$19.68	\$20.47	\$19.50
Rumpke	Alt-2	No SW Cart, 65/95 Green Rec Cart provided, Unlimited, Bulk NOT Scheduled	No	Provide 95 or 65 gal Green Rec Cart, All carts sizes the same at deployment, 1 cart size change	Yes	Not Scheduled		\$17.86	\$17.86	\$17.86	\$18.40	\$19.14	\$18.22
Rumpke	Alt-3	95 gal Brown SW Cart, 65/95 Rec Cart, Unlimited, Bulk NOT Scheduled	Provide 95 gal Brown SW Cart, All carts sizes the same at deployment, 1 cart size change	Provide 95 or 65 gal Green Rec Cart, All carts sizes the same at deployment, 1 cart size change	Yes	Not Scheduled		\$20.50	\$20.50	\$20.50	\$21.12	\$21.96	\$20.92
Rumpke	Alt-4	95 gal Brown SW Cart UPON REQUEST, 65/95 gal Green Rec Cart, Unlimited, Bulk NOT Scheduled	Provided 95 gal Brown SW Cart UPON REQUEST, All carts sizes the same at deployment, 1 cart size change	Provided 95 or 65 gal Green Rec Cart, All carts sizes the same at deployment, 1 cart size change	Yes	Not Scheduled		\$20.25	\$20.25	\$20.25	\$20.86	\$21.69	\$20.66



Office of the City Manager
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Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager 
Date: May 4, 2017
Initiated Megan O'Callaghan, PE, Director of Public Works
By: Beth Y. Lozier, Operations Administrator, Division of Street and Utilities Operations
Re: 2017 Solid Waste Services Procurement Update

Background

This memo is in follow up to the March 9, 2017 memo to Council regarding the "2017 Solid Waste Services Procurement Process" which contained background information, summary of the procurement process, and the bid timeline. (see attached) Since 2003, the City of Dublin has partnered with other central Ohio communities to jointly bid solid waste services in an effort to obtain quality solid waste collection and recyclable material processing services at competitive prices. The composition of this group, which is known as the "Solid Waste Consortium 1" or "Consortium", as well as the bid process has evolved over the years. The consortium currently consists of eleven communities: cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Upper Arlington and Westerville, and the townships of Blendon, Mifflin, Plain and Washington. The Participating Communities, with a total volume of approximately 70,000 residential units or households are hopeful that lower overall prices for the Collection Services can be achieved through this cooperative, volume-based purchase. The joint bid process is similar to other cooperative purchasing processes the City of Dublin has participated in and is permitted by state law, the Revised Charter of the City of Dublin Articles II, 2.04 and VIII, 8.04(b) and the Dublin, Ohio Code of Ordinances, §37.04(D) *Cooperative Purchasing Programs*.

The current "Agreement 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 within the City of Dublin, Ohio" was entered into with Rumpke of Ohio, Inc. in September 2014. The term of the contract is for three years at a price of \$15.53 per household per month and terminates on December 31, 2017 with the option to extend for 2018 at a price of \$16.47 per household per month and for 2019 at a price of \$16.96 per household per month. The average annual contract amount is \$2,422,952.

As such, the Consortium has been planning the procurement for solid waste services to begin January 1, 2018. The collection and delivery of solid waste and the processing of recyclables are being bid separately. The procurement process is on schedule.

The timeline for bidding the processing of recyclable material and collection services is as follows:

3/9/2017	Public notice for Recycling Services bid
4/20/2017	Bid opening for Recycling Services bid
5/4/2017	Public Notice for Collection Services
5/25/2017	Pre-bid meeting for Collection Services
6/21/2017	Bid opening for Collection Services
7/13/2017	Anticipated Announcement of Successful Bidder
TBD Sept. 2017	Resolution to Council for Recycling Services and Collection Services
TBD Oct. 2017	Notice of Award

Recycling Services

The Consortium issued a Joint Bid Invitation for Recycling Services and opened bids on April 20, 2017. Rumpke was the only bidder and bid an alternative revenue sharing proposal that includes a rebate percentage, payback or charge, material allocation percentage, methods to calculate the index price market value for each recycling commodity type, and processing fee. The Consortium is in the process of evaluating Rumpke's bid proposal.

Collection Services

The Joint Bid Invitation for Collection Services is being advertised on May 4th in the Daily Reporter and bids will be opened on June 21st. The bidders have the choice of bidding:

- 1) a Status Quo Option which is similar to the current services,
- 2) a Wheeled Cart Option where each resident would receive wheeled carts for refuse and recycling,
- 3) a Wheeled Cart Option where each resident would receive a wheeled cart for recycling only, and
- 4) a Contractor-Designed Option that allows the bidder to propose variations of services.

The Collection Services Agreement will be accepted for a term not to exceed five (5) years, with a commencement date for the Collection Services Agreement of January 1, 2018. The Agreement will either be for an initial term of three (3) calendar years, renewable thereafter for two (2) additional consecutive calendar years, or for a five (5) year term, at the sole option of the Participating Communities. The per Residential Unit per month bid price for the Collection Services shall remain the same throughout the entire term of any five (5) year Agreement, unless the Participating Communities select a three (3) year Agreement, and the Bidder has submitted an increase in the price for the two (2) additional renewal terms. Bidders may also submit an alternative price escalation proposal under the "Contractor-Designed Collection Bid" option.

Recommendation

Information only. Council is not required to take any action at this time. Staff will present to Council its recommendation and any necessary legislation accepting bids for solid waste services in the Fall of 2017.



To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager */mde/dm*
Date: March 9, 2017
Initiated By: Megan O'Callaghan, Director of Public Works
Beth Y. Lozier, Operations Administrator, Division of Street and Utilities Operations
Re: 2017 Solid Waste Services Procurement Process

Background

Since 2003, the City of Dublin has partnered with other central Ohio communities to jointly bid solid waste services in an effort to obtain quality solid waste collection and recyclable material processing services at competitive prices. The composition of this group, which is known as the "Solid Waste Consortium 1" or "Consortium," as well as the bid process, has evolved over the years. The Consortium currently consists of eleven communities, for an approximate total of 70,000 households, including: the cities of Dublin, Bexley, Gahanna, New Albany, Reynoldsburg, Upper Arlington, Westerville and Blendon, Mifflin, Plain and Washington Townships. Staff would like to make Council aware of the status of the current contract as well as the plans for bidding future services.

Summary

The current "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 Dublin, Ohio" was entered into with Rumpke of Ohio, Inc. in September of 2014. The term of the contract is for three years, beginning on January 1, 2015 and terminating on December 31, 2017, with the possibility of two extension years at the sole option of each participating community.

As such, the Consortium has been planning the procurement of collection services for refuse, recycling, and yard waste and processing services for recyclables to begin January 1, 2018. Eastman & Smith was hired as legal counsel funded by SWACO's Community Technical Assistance program to assist with the contract drafting and bid process. The Consortium, Eastman & Smith and SWACO have been meeting on a monthly basis. The group has discussed pros and cons of current levels of service; solicited information from potential vendors; brainstormed possible ways to increase environmentally-friendly services; and the individual municipalities' needs.

As part of the process, the Consortium decided to bid the collection and delivery of solid waste and the processing of recyclables separately. The Consortium's goal in doing so is to isolate the cost components of each in order to obtain the lowest possible price for collection and the highest possible price for recyclables. The bid package will consist of two separate bid specifications: one for collection services for refuse, recycling and yard waste with different options to bid, and one for processing services for recyclables. Recycling processing services will be bid first, followed by the collection services.

Bid Timeline

The timeline for advertising and bidding is as follows:

3/9/17	First public notice for recyclables bid
3/16/17	Second public notice for recyclables bid
4/20/17	Bid opening for recyclables
*May 2017	Pre-bid meeting for collection services
*June 2017	Bid period for collection services
*July 2017	Resolution to Council for recyclables and collection services
*August 2017	Award Bids

*The timeline for bidding the collection services for refuse, recycling, and yard waste has not yet been finalized. Staff will provide this information to Council as soon as it is available.

Recommendation

This memorandum is being provided for informational purposes.



To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager *MA*
Date: August 7, 2014
Initiated By: Megan O'Callaghan, Public Service Director
Beth Y. Lozier, Operations Administrator, Division of Streets and Utilities
Re: Resolution 73-14 – Authorizing the City Manager to Enter into an Agreement with Rumpke of Ohio, Inc. 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

Background

The current "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 Dublin, Ohio" was entered into with Rumpke of Ohio, Inc. in August of 2009. The term of the contract is for five years, beginning on January 1, 2010, and terminating on December 31, 2014.

As such, the Solid Waste Consortium ("Consortium") has been planning the procurement of collection services for solid waste, recyclable materials, and yard waste and processing services for recyclable materials since January of 2014. Consortium members include: the City of Dublin along with the cities of Bexley, Gahanna, New Albany, Reynoldsburg, Westerville and Blendon, Mifflin, Plain, and Washington Townships. All these communities total approximately 55,800 residential units or households, with Dublin accounting for 13,228 as of the end of 2013.

In an attempt to more clearly understand the cost components of delivery of solid waste and the processing of recyclables, and obtain the lowest possible price for collection and the highest possible price for recyclables, services were bid in two ways.

Recycling Services

Bids for recycling services were opened on March 18, 2014. Rumpke was the only bidder and bid \$0.00 per ton processing of recyclables and offered a monetary revenue sharing incentive for all recyclable materials when Newspaper #8 reaches a certain price point in the resale marketplace. City Council passed Resolution 64-14 on July 1, 2014, authorizing the City Manager to enter into a Recycling Services Agreement for acceptance of delivery and processing of recyclable materials with Rumpke. The contract is currently being drafted and will be executed in the near future.

Collection Services

Bids for collection services were opened on May 20, 2014. Bidders had the choice of bidding: 1) "Status Quo"- which would maintain current service specifications, 2) "Automated Collection" - where each resident would receive wheeled carts for refuse and recycling, and 3) "Contractor-Designed" - which provided the bidder with the opportunity to propose variations and services. The Consortium received nine timely responses from four different vendors.

The bid process was successful in attracting multiple bidders. The Consortium met on June 2, 2014 to review and discuss the bids and followed up with additional communications via email and phone conference. The most competitive bids for each option propose lower per household prices than Dublin's current per household price of \$17.03 per month, which includes a \$0.54 fuel surcharge. Rumpke's bids were considered low and evaluated by each of the participating communities. The chart below summarizes the various bids and associated service options.

Table Summarizing Low Bids by Option

	<i>Current</i>	Status Quo	Automated Collection	Contractor Designed "A"	Contractor Designed "B"
Refuse Collection Day	<i>Wednesday</i>	Wednesday	Wednesday	Wednesday	Wednesday
Refuse Collection Container Size	<i>Resident Provided 35 gallon (Pilot area exception: 1250 residents have Dublin provided containers, majority are 64 gallon, wheeled, attached lid)</i>	<i>Resident Provided 35 gallon (Pilot area exception: 1250 residents have Dublin provided containers, majority are 64 gallon, wheeled, attached lid)</i>	Rumpke Provided Resident choice of 95, 65 or 35 gallon, wheeled, attached lid	Rumpke Provided Resident choice of 95, 65 or 35 gallon, wheeled, attached lid	Rumpke Provided Resident choice of 95, 65 or 35 gallon, wheeled, attached lid
Recycling Collection Day	<i>Wednesday</i>	Wednesday	Wednesday	Wednesday	Every Other Wednesday
Recycling Container Size	<i>Dublin Provided Majority 64 gallon, wheeled, attached lid</i>	Dublin Provided Majority 64 gallon, wheeled, attached lid	Rumpke Provided - 95 gallon, wheeled, attached lid standard, upon request 65 or 35 gallon	Rumpke Provide - 95 gallon, wheeled, attached lid standard, upon request 65 or 35 gallon	Rumpke Provided - 95 gallon, wheeled, attached lid standard, upon request 65 or 35 gallon
Yard Waste Collection Day	<i>Monday</i>	Monday	Wednesday	Wednesday	Wednesday
Bulk Collection	<i>Unlimited - Wednesday</i>	Unlimited - Wednesday	Unlimited - Wednesday	Unlimited - Wednesday	Unlimited - Wednesday
Type of Trucks	<i>Diesel</i>	Diesel	Compressed Natural Gas	Compressed Natural Gas	Compressed Natural Gas
3 Year per Household Bid Price Per Month* (citywide/year)	<i>n/a</i>	\$15.53 (\$2,451,336)	\$14.46 - \$16.01 (\$2,376,348)	\$14.42 - \$15.96 (\$2,360,016)	\$13.45 - \$14.99 (\$2,214,516)
5 Year per Household Bid Price Per Month* (citywide/year)	\$17.03 (\$2,689,080)	\$16.00 (\$2,525,496)	\$14.95 - \$16.50 (\$2,453,028)	\$14.91 - \$16.45 (\$2,445,276)	\$13.91 - \$15.45 (\$2,434,872)
Recycling Rebate	<i>n/a</i>	n/a	n/a	\$2.00-\$4.00/ton sliding scale	\$2.00-\$4.00/ton sliding scale

* 3 and 5 Year per Household Bid Prices for all Options include fuel surcharges, landfill fees and senior discounts of 10%.

Staff initially determined Rumpke's Contractor-Designed bid "A" is the lowest and best bid. The bid price varies depending upon the size of solid waste collection container utilized. This bid also provides for a rebate for increased recycling, based on a sliding scale.

As a part of Rumpke's Contractor-Designed bid "A", it was proposed that Dublin's collection day for refuse, recycling, and yard waste would be Wednesday. The Consortium members collaborated to modify the proposed service day schedule to meet the Consortium members' needs. Consortium discussions indicated if Dublin were to accept Rumpke's Contractor-Designed bid "A" -- so long as Dublin's service day for refuse, recycling, and yard waste is Monday -- Rumpke would make every effort to accommodate the days of service as proposed by the Consortium.

The Public Services Committee met on June 23, 2014 to review and discuss the bid options. The Public Services Committee supported staff's recommendation of Rumpke's Contractor Designed bid "A," so long as Dublin's service day for refuse, recycling, and yard waste is Monday. City Council passed Resolution 64-14 on July 1, 2014, authorizing the City Manager to enter into a Collection Services Agreement with Rumpke, so long as Dublin's service day is Monday.

Following the approval of Resolution 64-14, staff continued collaborating with the Consortium to modify the proposed service day schedule. Consortium members received letters from Rumpke dated July 1, 2014 that reiterated the service (collection) day schedules that were submitted in Rumpke's bid and stated "this schedule will be followed based on your selection of standard or automated service." Following our receipt of that letter, staff initiated conversations with Rumpke directly. Rumpke informed staff it would need to wait until all the Consortium members' legislative bodies act before it would be able to further discuss any service day changes. On July 25, Rumpke informed staff it would not be able to accommodate a Monday service day for Dublin as a part of the Contractor-Designed bid "A." Rumpke cited the reason for not being able to accommodate the Consortium's proposed service day schedule as more communities accepted the Status Quo bid than originally anticipated. Initial discussions in early June indicated the majority of the communities were planning to accept the Contractor Designed bid "A," which would have enabled Rumpke to procure more automated trucks and, as a result, have more flexibility with the service day schedule.

Based on this development, staff determines Rumpke's Status Quo bid is the lowest and best bid. This option maintains the same service specifications (i.e. collection days, containers, vehicles, etc.) as we currently have. The bid price of \$15.53 per household per month, or \$2,451,336 per year citywide, results in a nearly 9% decrease from the current contract price. Rumpke will provide Dublin with the same services on the same days by the same contractor at a lower price.

Recommendation

Staff recommends Council approval of Resolution 64-14, authorizing the City Manager to accept Rumpke's Status Quo Bid and enter into an agreement with Rumpke for a term of three years with the possibility of two extension years 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.

RECORD OF RESOLUTIONS

Dayton Legal Blaw, Inc., Form No. 33045

Resolution No. _____

73-14

Passed _____

20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH RUMPKE OF OHIO, INC. 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

WHEREAS, the City of Dublin's current contract agreement for solid waste services expires on December 31, 2014; and

WHEREAS, pursuant to Section 715.43 of the Ohio Revised Code, the City may 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 City has determined that it is in the best interests of the City and its residents that the City arrange for the collection, transportation, and delivery for disposal or processing of all solid waste, recyclable materials, and yard waste and generated at residential units, municipal facilities, and during special events located within the City; and

WHEREAS, on April 16, 2014, the City, as part of a Joint Bid Process with several communities located within the jurisdiction of the SWACO, invited through advertisement qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained in a proposed Collection Services Agreement, attached hereto as Exhibit A; and

WHEREAS, on May 20, 2014, Rumpke of Ohio, Inc. ("Rumpke") submitted a bid to become the sole provider of Collection Services for the benefit of the City and its Residents; and

WHEREAS, after the official opening of the bids on March 18, 2014 and May 20, 2014 by the 2014 Consortium and consideration of all bids for Recycling Services and Collection Services, the City has determined that Rumpke has submitted the lowest and best bid for the project and that said company shall be awarded three-year contracts with the possibility of two extension years; and

WHEREAS, the City and Rumpke intend to negotiate and agree upon final terms and conditions for performance of the Collection Services substantially in conformance with the Agreements included in the Bid Documents for the collection, delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities, and during Special Events in Dublin; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, _____ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to accept Rumpke's Status Quo Bid and enter into a Collection Services Agreement with Rumpke that is substantially in accordance with the Collection Agreement as included in the Bid Documents, for a term of three years with the possibility of two

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 30045

Resolution No. 73-14

Page 2 of 2
Passed _____, 20____

extension years at the bid price of \$15.53 per residential unit per month for the collection, transportation, and delivery of Solid Waste, Recyclable Materials, and Yard Waste, effective January 1, 2015.

Section 2. The City Manager is hereby authorized to reject all other bids.

Section 3. All formal actions of the City Council and the City of Dublin, Ohio concerning and relating to the adoption of this Resolution were so adopted in an open meeting in compliance with all legal requirements, including Ohio Revised Code §121.22.

Section 4. This Resolution shall take effect and be in force upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

Mayor - Presiding Officer

ATTEST:

Clerk of Council

Community Billing Summary

September 14, 2018

Community	Waste Hauler	Billing
Bexley	Rumpke	City bills each resident quarterly
Canal Winchester	WM	Hauler bills each resident quarterly
Columbus	City Service / Rumpke	Does not charge resident for service
Dublin	Rumpke	Does not charge resident for service
Gahanna	Rumpke	City bills each residents quarterly
Grandview Heights / MC	City Service (Gvw Hts)	Does not charge resident for service
Grove City	Local Waste	Hauler bills each resident quarterly
Groveport	Local Waste	Hauler bills each resident quarterly
Hilliard	Local Waste	City bills residents semi-annually
New Albany	Rumpke	Hauler bills each resident quarterly
Reynoldsburg	Rumpke	City bills residents quarterly
Upper Arlington	Local Waste	City bills residents semi-annually
Westerville	Rumpke	City bills each resident monthly
Whitehall	Local Waste	Hauler bills each resident quarterly
Worthington	Local Waste	Does not charge resident for service
Blendon Township	Rumpke	Hauler bills each resident monthly
Brown Township	None	No hauler contract
Clinton Township	Local Waste	Hauler bills each resident quarterly
Franklin Township	Local Waste	Hauler bills each resident quarterly
Hamilton Township	Local Waste	Hauler bills each resident quarterly
Jackson Township	Local Waste	Hauler bills each resident quarterly
Jefferson Township	WM	Hauler bills each resident quarterly
Madison Township	Local Waste	Hauler bills each resident quarterly
Mifflin Township	Rumpke	Hauler bills each resident quarterly
Norwich Township	Local Waste	Hauler bills each resident quarterly
Perry Township	Rumpke	Hauler bills each resident quarterly
Plain Township	Rumpke	Hauler bills each resident quarterly
Pleasant Township	Local Waste	Hauler bills each resident quarterly
Prairie Township	None	No hauler contract
Sharon Township	Local Waste	Hauler bills each resident quarterly
Truro Township	Local Waste	Hauler bills each resident quarterly
Washington Township	Rumpke	Hauler bills each resident quarterly
Village of Brice	Local Waste	Hauler bills each resident quarterly
Village of Harrisburg	Rumpke	Hauler bills each resident quarterly
Village of Lockbourne	Local Waste	Does not charge resident for service
Village of Minerva Park	Local Waste	Hauler bills each resident quarterly
Village of Obetz	WM	Village bills each resident monthly
Village of Riverlea	Local Waste	Does not charge resident for service
Village of Urbancrest	Local Waste	Hauler bills each resident quarterly
Village of Valleyview	Rumpke	Hauler bills each resident quarterly

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

THIS AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City of Dublin, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this ____ day of _____, 2018, is by and between the City of Dublin, Ohio (“City”), with its offices located at 6555 Shier-Rings Road, Dublin, Ohio 43016, and Rumpke of Ohio, Inc. (“Contractor”), an Ohio Corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

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

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

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

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

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

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

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

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

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

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

ARTICLE I - DEFINITIONS

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

ARTICLE II - TERM

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

ARTICLE III – CONTRACTOR'S OBLIGATIONS

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

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

- 3.3 **Recyclable Materials.** The Contractor shall accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials. As markets and technologies change, specific materials may be added to or deleted from the list of Recyclable Materials upon mutual agreement of the parties; provided, however, the Contractor shall accept and process for recycling not less than seven (7) Recyclable Materials. The Contractor shall advise the City of any request to alter the list of Source-Separated Recyclable Materials accepted and processed by the Contractor as identified by the Contractor on the Bid Form attached hereto and incorporated herein as Exhibit C, and the City’s permission must be granted to alter same.
- 3.4 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit B, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of twenty-five thousand dollars (\$25,000.00).
- 3.5 **Performance Assurance.** The Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations. If upon receipt of such report or upon the City’s own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Contractor that the Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the contractor shall submit to the City its written response. In the event that the City, in good faith, does not agree that the Contractor’s response provides adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Contractor is in default of its obligations under this Agreement or take such other action the City deems necessary to assure that the Recycling Services will be provided to the City and its Residents.
- 3.6 **Notice Requirement.** The Contractor shall immediately notify the City of any problem or dispute, including payment, which the Contractor has with the Collection Contractor. The Contractor shall not refuse to accept any Recyclable Materials collected from within the City delivered by the Collection Contractor for processing unless and until the City has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.
- 3.7 **Environmental Indemnification.** The Contractor shall save, indemnify and hold the City, its members of council, employees, agents, officers and consultants (each a “City

Indemnitee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys’ fees), which any City Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor’s negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any City Indemnitee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.

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

ARTICLE IV – MISCELLANEOUS

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

attention _____, and to the City, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.

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

[Signature Page Follows]

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

THE CITY OF DUBLIN, OHIO:

(Signature)

(Printed Name)

(Title)

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

(SEAL)

(Signature)

ATTEST:

(Printed Name)

(Notary Signature)

(Title)

(Printed Name)

(Street Address)

(City/State/Zip)

EXHIBIT A

DEFINED TERMS

2018 Community Consortium: collectively, the following political subdivisions, all 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 the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg and Westerville, and the Townships of Blendon, Mifflin, Plain and Washington.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Participating Community or Communities: the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services, including the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg and Westerville, and the Townships of Blendon, Mifflin, Plain and Washington.

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

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

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

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

Residential Unit or Units: all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

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

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

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

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

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

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

EXHIBIT B

PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Recycling Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2018, a copy of which is hereto attached and made a part hereof, for the acceptance and processing of Source-Separated Recyclable Materials generated within and by Residential Units and Municipal Facilities within the municipal boundaries of the Beneficiary and during certain Special Events conducted within the Beneficiary.

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2018, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary) By: _____

(Surety Secretary) By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Corporate Seal)

EXHIBIT C

BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS

Four (4) One-Year Terms

Per ton bid price for processing of Recyclable Materials*

2020 - 2023 \$ 35.00 **

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

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

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

CLARIFICATIONS

Clarifications applicable to Rumpke's base bid only:

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

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

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

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

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

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

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

RUMPKE ALTERNATE BID

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

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

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

Overview

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

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

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

Allocation Percentage

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

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

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

RUMPKE ALTERNATE BID

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

Index Price Formula

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

Fiber

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

Non-Fiber

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

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

Residuals

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

RUMPKE ALTERNATE BID

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

Processing Fee

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

Rebate or Charge

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

“High-Low” Collar

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

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

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

Calculation Example

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

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

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

SECONDARY MATERIALS PRICING.COM

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

Plastics *(Click on Grade description for Specifications)*

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

Metals

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

Glass

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

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

Notes:

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

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

RUMPKE ALTERNATE BID

*See the CLARIFICATIONS page for applicable specifications and clarifications

PULP & PAPER WEEK

Monthly Recovered Paper Prices

Yellow Sheet

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PRICE WATCH: Recovered Paper - Domestic

May 4, 2018

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

Incorporating Official Board Markets

	Northeast						LA-SF											
	New England		New York		Buffalo		Midwest (Chicago) ¹		Southeast ²		Southwest ²		LA		SF		Pacific NW ³	
MIXED PAPER																		
Mixed Paper (54)	-50	(-8)	-50	(-8)	-50	(-8)	-50	(-8)	-50	(-10)	0±	(-8)	0±	(-8)	-50	(+8)	-10±	(+8)
BROWN GRADES																		
Barb cut (6) - OBM ⁴	115-125	(+8)	95-105	(+8)	95-100	(+8)	50-65	(+8)	65-70	(+8)	70-75	(-8)	60-65	(+8)	50-55	(+8)	35-40	(+10)
OOD (11) - OBM ⁴	70-75	(-10)	65-70	(-10)	65-70	(-10)	55-70	(-8)	75-80	(-8)	75-80	(-10)	70-75	(-10)	60-65	(-10)	35-40	(+8)
DLK (13) - OBM ⁴			55-60	(-10) (Northeast)			50-100	(-8)	90-95	(-8)	100-110	(-10)	50-55	(-10)	70-75	(-10)	50-55	(+8)
GROUNDWOOD																		
Sorted Recycled	20-25	(-10)	25-30	(-10)	20-25	(-10)	30-35	(-10)	30-35	(+8)	20-25	(-10)	45-50	(+8)	35-40	(+8)	30-35	(+8)
Paper & News (55) ¹																		
	Northeast						LA-SF ⁵											
OMG (10)			110-120	(+10)			105-115	(+10)	110-120	(+10)	110-120	(+10)	125-135	(+8)			105-110	(+10)
CGS (44)			110-120	(+10)			105-115	(+10)	110-120	(+10)	110-120	(+10)	125-135	(+8)			105-110	(+10)
SCN (58)			105-115	(+8)			100-110	(+8)	105-115	(+8)	110-120	(+8)	120-130	(+8)			100-110	(+8)
WSN (24)			230-240	(+8)			220-230	(+8)	215-225	(+8)	240-250	(+8)	225-235	(+8)			180-200	(+8)
HIGH GRADES																		
BCP (37)			190-200	(+15)			190-190	(+20)	190-190	(+20)	190-190	(+20)	190-200	(+8)			170-180	(+8)
CBS (43)			190-200	(+15)			190-190	(+20)	190-190	(+20)	190-190	(+20)	190-200	(+8)			170-180	(+8)
SSS heavy print (48)			210-220	(+15)			200-210	(+20)	200-210	(+20)			200-210	(+8)				
SWL (40)			270-280	(+10)			245-255	(+10)	250-260	(+8)	250-290	(+20)	270-280	(+20)			230-240	(+8)
MWL (41) ¹			270-280	(+10)			245-255	(+10)	250-260	(+8)	255-295	(+20)	270-280	(+20)			230-240	(+8)
SSS light print (45)			250-260	(+10)			230-240	(+10)	235-245	(+8)	250-260	(+10)	250-270	(+15)				
PULP SUBS																		
SSS unprinted (47)			365-375	(+10)			335-345	(+8)	340-350	(+8)	350-360	(+20)	355-365	(+8)				
HWS (30)			370-380	(+10)			350-360	(+8)	360-370	(+8)	375-385	(+20)	375-385	(+8)				
HWSG (31)			390-400	(+10)			330-390	(+8)	370-380	(+8)	405-415	(+20)	405-415	(+8)			370-380	(+10)

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

SPECIFICATIONS
Prices represent open market board and paper mill purchases agreed to for delivery in the indicated month. Contractually indexed transactions are excluded. Specifications: based on truckload quantities; exclusive of delivery charges, premium or discount lots, and of all advanced charges for packing, handling, decline for nonconformances, or other special charges. Grades and preparation requirements are as defined in the current ISPI Group Specifications Circular.

NOTES
1. Free consumer.
2. The price on the low end of the range is for the Bay Area and the price at the top end of the range is for the Los Angeles area.
3. As of Oct 2012, these region names were changed from a city to a region (e.g. "Chicago" to "Midwest"). This is a change in title, not in methodology. All references to the new names (e.g. "Midwest") as they apply to each price series above are consistent with the legacy names (e.g. "Chicago").
4. OBM #55 can be replaced with OBM #56 in formulas used to derive CNPW price.
5. Change reflects the difference between the high of the current month and the high of the previous month.

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

CLARIFICATIONS

Clarifications applicable to Rumpke's base bid only:

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

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

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

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

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

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

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

NOTICE OF AWARD

**To: Rumpke of Ohio, Inc.
10795 Hughes Road
Cincinnati, Ohio 45251**

PROJECT DESCRIPTION: 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 City-Designated Facilities (“Collection Services”).

The term of the Collection Services Agreement shall commence 12:01 a.m., the 1st day of January 2019, and expire at midnight, the 31st day of December, 2021.

The City of Dublin, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid.

You are required by the Instructions to Bidders to execute the Collection Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Collection Services Agreement within ten (10) days from the date of this Notice of Award, the City will be entitled to consider all of your rights arising out of the acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the City within ten (10) calendar days.

Dated this _____ day of _____, 2018.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this _____ day of _____, 2018.

By: _____

Title: _____

**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 DUBLIN, 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 City of Dublin, Ohio (the “Collection Agreement”) entered into this ___ day of _____, 2018, is by and between the City of Dublin, Ohio (the “City”), with its offices located at 6555 Shier-Rings Road, Dublin, Ohio 43016, and Rumpke of Ohio, Inc. (“Collection Contractor”), an Ohio corporation with an office located at 10795 Hughes Road, Ohio 45251.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City 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 City has determined that it is in the best interests of the City and its Residents that the City arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City Facilities and during Special Events located within the City from a single Collection Contractor on an exclusive basis (“Collection Services”); and

WHEREAS, on May 21, 2018, and on May 29, 2018, the City, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2018 Solid Waste Consortium”), invited through advertisement in The Daily Reporter 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 City and its Residents; and

WHEREAS, following official opening of the bids by the 2018 Solid Waste Consortium and consideration of bids for Collection Services, the City determined that the Collection Contractor is qualified to provide the Collection Services to the City 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 City has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus, Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the City; 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 City 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 City 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 City 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, City Facilities and during certain Special Events within the City to the Designated Facilities. Except in the event a City implements a Food Waste, Textile, and 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 three (3) years, beginning on January 1, 2019, and terminating on December 31, 2021.
- 2.3 Implementation Plan.** From and after the Effective Date, 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 certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Collection Contractor’s employees have completed training and driven the City-approved collection routes. The City 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 Contractor-provided collection containers is complete; (e) that the Collection Contractor will deliver the Recyclable Materials to the City's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the City 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 Delivery to City-Designated Facilities.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, Municipal Facilities and during Special Events located within the City. 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 City Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO. The Collection Contractor shall pay to the owner or operator of the City-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 City-Designated Facilities. The charge by the City-Designated Facilities shall be limited to the rates and charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste Facility. 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. The City shall pay the Recyclable Materials Processing fees or collect the rebates pursuant to the Alternative Revenue-Sharing Proposal.
- 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. 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 City. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City, 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 City. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City.

- 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 City, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City. Provided that the City 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 City, 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, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 Blue Recyclable Materials Collection Containers.** In addition to the 1,200 Pilot Residential Units in Dublin, the City may provide each Residential Unit with a wheeled, blue colored, collection container for Recyclable Materials. The Contractor shall collect Recyclable Materials from each Residential Unit from the collection container for Recyclable Materials. The Collection Contractor shall replace lost or damaged collection containers provided by the Collection Contractor at the request of a Resident.

The Contractor may offer to rent or sell additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit G(II). In the event a Resident chooses to rent or purchase additional blue colored Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit G(II). In no event will the City be responsible for such additional charge.

- 3.7 Solid Waste and Yard Waste Collection Containers.** Unless otherwise agreed, Residents shall provide collection containers for Solid Waste and Yard Waste. The volume of Solid Waste and Yard Waste placed curbside for collection by each Residential Unit shall be unlimited, and the Collection Contractor shall collect the Solid Waste and Yard Waste. In the event that the City does not supply collection containers to its Residents, the Collection Contractor may offer to sell or rent gray, brown or black colored collection containers to the Residents at the price stated on Exhibit G(II), however the color of the collection containers shall be the same throughout the City. In the event a Resident chooses to purchase or rent a 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(II). Cardboard containers shall be acceptable for Bulk Items. 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 City or Collection Contractor provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags approved by the City and SWACO, or in containers clearly identified as containing Yard Waste.

- 3.8 Collection of Bulk Items Included.** On the first collection day of each month, the Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects including but not limited to 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(II). Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.
- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the City-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 City, the Collection Contractor shall provide a written report to the City of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification 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 City 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.
- 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 Residents.
- 3.11 Services at City Facilities.** The Collection Contractor shall provide collection containers to the City at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached 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 City at no additional charge, provided that City 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 City upon written notice to the Collection Contractor. The Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E at no additional charge.

3.12 Collection at Special Events and Minor Remodeling Projects of City 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 City 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 City, and collect and dispose the Solid Waste in such additional containers without additional charge. The Collection Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity for the minor remodeling of any City Facility, up to five (5) pulls per year without additional charge.

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 City 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. 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 agreed in writing, no additional fee shall be charged to the City for these services notwithstanding the frequency of collections that may be required at City 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 City, unless the City has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit G(II) hereto. 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.

3.14 Multi-Family Collection. The Participating Communities desire to provide recycling opportunities for Multi-Family, as defined in Exhibit A. Pricing options for collection of Recyclable Materials shall be offered to local Multi-Family housing developments. The Collection Contractor is required to provide recycling to Multi-Family housing developments at the bid prices in Bid Form G(II), or lower, and contract directly with those Multi-Family housing developments that voluntarily choose to participate in the program.

**ARTICLE IV — COLLECTION CONTRACTOR’S CONDITIONS OF RESIDENTIAL UNIT
COLLECTION**

- 4.1 Collection Routes and Day of Collection.** On or before December 1, 2018, the Collection Contractor shall furnish the City, for approval by the City: (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, and number of Residential Units per route; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City (collection of Residential Solid Waste and Recyclable Materials 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 City.) The Collection Contractor shall not change the day of collection without written approval by the City. In the event such a change is approved by the City, 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 City 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 City-approved Collection 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. In the event the volume of Solid Waste is limited to the collection container on the scheduled collection day immediately following the Fourth of July and Christmas Day, the volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited.
- 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 City 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 City may, at the City’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 listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City and the Collection Contractor, and each Residential Unit’s collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City for approval by _____. Subsequent notices shall be submitted to the City for approval not later than twenty (20) days prior to mailing to the Residential Units.

The Collection Contractor shall prepare an educational mailer twice a year identifying the Recyclable Materials and Yard Waste acceptable for processing. Such mailer shall be approved by the City and SWACO and following such approval, the Collection Contractor shall deliver the approved mailer to each Residential Unit. The bid price shall include all costs associated with development and distribution of the educational mailers.

- 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 Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any non-disabled Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. The City shall not be responsible for the cost of Optional Carry-out Collection Service. In the event the Collection Contractor directly bills the Residents, the City shall not be responsible for the cost of Optional Carry-out Collection Service.
- 4.7 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. 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 Collection Contractor fails to adequately perform a cleanup required pursuant to this section, the City shall have the right to perform such cleanup services using City employees or other Collection Contractors and withhold release of payment in accordance with Section 6.2.
- 4.8 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. 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. Regardless of whether the collection containers are currently existing or provided new under this contract, any damaged or broken collection containers provided by the Collection Contractor shall be maintained, repaired and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.

4.9 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 City with copies of all tags left at each Residential Unit pursuant to this section, or other such notification as agreed to between the City 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 City and the Residents receiving the Collection Services.

4.10 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, including 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. The City may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City.

4.11 Daily Reports. The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the City. This report shall be provided to the City 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 City may agree to utilize a different procedure, provided such agreement is in writing.

4.12 Collection Contractor's Response to Complaints. The City 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 City 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 City 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 or before noon the next day if a complaint is received after the last collection vehicle leaves the City at the end of the day of collection.

- 4.13 **Annual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in October of each contract year and provide the survey results to the City and the Solid Waste Authority of Central Ohio no later than 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 households in the City 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 the City households. 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 V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 **Performance Assurance.** The Collection Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the City 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 City its written response to any such demand. In the event that the City does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the City and its Residents, the City 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 City 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 City in all respects, or such other security acceptable to the City, in the amount of Two Million, Seven Hundred Forty Nine Thousand, Seven Hundred Thirty One Dollars (\$2,749,731.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City 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 City 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 City. 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 City and authorized to do business in the State of Ohio. The City shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City 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 City 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 City satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the City 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 City, 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) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. 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 City, 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 City, 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 City.
- 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 City 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 VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 6.1 Collection Contractor Billings to City and City Payment.** The Collection Contractor shall bill the City for the Collection Services within ten (10) days following the end of the month, and the City 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 City or reduced by the City as provided in this Collection Agreement. In the event the City reduces payment to the Collection Contractor, in good faith and at its sole discretion, the City 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 City shall consider the basis for the dispute and may refund any such

deduction to the Collection Contractor. However, the City 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 City 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 City increases or decreases, the Collection Contractor and the City may adjust the number of Residential Units accordingly. Any Optional Services Service Charges must be billed to the Resident or Owner directly, unless the City 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) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the City 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 City 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 \$50.00 per hour for cleanup services performed by the City. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor the amount of one hundred dollars (\$100.00) per Residential Unit. The remedies available pursuant to this section are in addition to any other remedies available to the City pursuant to this Collection Agreement, and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.

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 City. 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 City that Collection Services is not required at the unoccupied or vacant Residential Unit. The City shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the City 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 of Generation. Annually, the Collection Contractor and the City shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the City and its Residents and delivered to the City-Designated Facilities. If based on a review

of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase of more than ten percent (10%) in the per household generation of separated Recyclable Materials, the Collection Contractor shall implement changes that will decrease the cost to the City and its Residents and may provide for additional benefits for the City. In the event the City elects Rumpke's Alternative Revenue Sharing Proposal for Recycling Processing, the Collection Contractor may be required to rebate the City, or reduce the per household per month price (if billing the Residential Units directly), an appropriate amount to be addressed in an Addendum.

6.5 Adjustment for Changes in Cost of Fuel. Either the Collection Contractor or the City may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City, will result in an adjustment to the Collection Contractor's invoice received by the City or Residential Units. 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 June 18, 2018 (\$3.173), 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 City, (including miles traveled on the collection route, and average number of round trips to: the

Franklin County Sanitary Landfill, City-Designated Recyclable Materials Facility, and City-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, where RU = the number of Residential Units.

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

- 6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or Yard Waste Services Facilities may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. 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. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Collection Contractor. The Collection Contractor shall give the City 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 ÷ 12

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

- 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 City: (a) a record of the number of Residential Units within the City collected by the Collection Contractor on each regular collection day; (b) a record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the City pursuant to this Collection Agreement that the Collection Contractor delivers to the City-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the City-Designated Facilities; and (c) a record of each Residential Unit tagged or refused service pursuant to paragraph 4.9 and identification of the unacceptable waste or placement of waste. Upon request of the City, the Collection Contractor shall provide copies of weight receipts and invoices that the Collection Contractor obtains from the City-Designated Facilities. The Collection Contractor shall prepare such records and provide them to the City on a monthly basis.

The Collection Contractor shall also utilize the Re-TRAC™ data management system and report volumes in tons collected of Solid Waste, Yard Waste and Recyclable Materials for the City 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 City 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 City 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 VII – 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 City may terminate the Collection Agreement in the following manner: the City 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 City 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 City may terminate this Collection Agreement. Any such termination shall not take effect until the City is able to secure alternate or substitute performance for the Collection Services. The City 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 City, in the exercise of the reasonable discretion of the City.
- 7.2 **Surety or City 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 City 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 City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City 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 City’s receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City has investigated and determined that the complaints represent 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 City 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 City 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 City 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 City, the City 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 City 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 Termination of City-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain City-Designated Facilities. In the event of termination of an agreement with a City-Designated Facility, and until notification by the City of an alternative facility selected by the City, the Collection Contractor shall be excused from delivering materials to the City-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the City's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate City-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a City-Designated Facility agreement shall be documented and provided to the City. Any additional reasonable costs as determined by the City 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 City 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 City is able to issue a replacement Invitation to Bid. In the event of termination by the City 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 VIII – 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.** 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 City, 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 City or the Collection Contractor shall be effective unless in writing signed by the City 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 City, 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 City and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City 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 Dublin, 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

2018 Consortium or 2018 Community Consortium or Dublin/Washington Township Consortium: collectively, the City of Dublin and Washington Township, 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 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 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, 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.

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

City or Township-Designated Facilities: the facilities where all City or Township-generated Solid Waste, Recyclable Materials and Yard 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, _____, or any other facility designated by a City or Township; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services.

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 City or Township for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the City or Township.

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

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials or Yard 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 City or Township.

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

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, including, but not limited to materials not capable of decomposing to compost. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use.

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.

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(II).

Multi-Family: A residential dwelling consisting of four (4) or more units.

Municipal Facilities: City or Township-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 City/Township 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 96, 64, or 32 gallon collection containers.

Owner: the legal titleholder of record of any Residential Unit 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 the City of Dublin and Washington Township.

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.

Pilot Residential Units in Dublin: 1200 Residential Units in Dublin that have City-provided brown Recyclable Material collection containers and green Solid Waste collection containers.

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

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the City or Township-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 each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed "occupied" when either water or power services have been established.

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

Service Charges: the fee charged by the Collection Contractor to an Owner or to a City/Township 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.

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

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

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

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

Successful Bidder: the Bidder or Bidders each 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 less than four inches in diameter, and similar material.

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 City/Township on a going-forward basis as Certificates expire.



Bureau of Workers' Compensation

30 W. Spring St.
Columbus OH 43215-2255

Governor John R. Kasich
Administrator/CEO Sarah D. Morrison

www.bwc.ohio.gov
1-800-544-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

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

Policy Number and Employer Name 20005522	Period Specified Below
RUMPKE CONSOLIDATED COMPANIES, INC. 10772 HUGHES RD CINCINNATI, OH 45251-4524	July 01, 2018 to July 01, 2019



00205522-006

Sub(s):

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



Waste & Recycling Services

Dorothea Martin - Workers Compensation Administrator

10772 Hughes Road, Cincinnati, Oh 45251
Office: 513 741 2627 • Call: 513 623 4149
Fax: 513 741 5205
Email: dorothea.martin@rumpke.com
www.rumpke.com



Waste & Recycling Services

Ashlee Essex — Workers Compensation Administrator

10772 Hughes Rd, Cincinnati, Ohio 45251
Office: 1.513.741.2649 • Fax: 513.741.5205
Cell: 513.426.5281
Email: ashlee.essex@rumpke.com
www.rumpke.com

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in the 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,

Sarah D. Morrison
Administrator/CEO

BWC-7201
SI-1

EXHIBIT C

Implementation Plan Forms

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



Waste & Recycling Services

Collection services will be provided by Rumpke's Columbus, Ohio operation, about which further information may be found in the provided attachments.

Rumpke plans to utilize existing trucks and equipment and obtain additional equipment as necessary to service the community(ies) per the specifications and services identified in the community's selected service option.

If Contractor-Provided and Contractor-Rented Carts of the selected size and specifications are already distributed in the community, they will not be collected and replaced. Continued maintenance and replacements will be offered as needed in accordance with the specifications.

Should additional cart distribution be necessary per the selected service option, it will be coordinated by Rumpke with each community. Rumpke plans to have any additional necessary cart roll-outs performed by the start date of the new contract (Jan. 1, 2019) unless the community prefers and communicates differently, or it is otherwise mutually agreed. Cart rentals will continue to be offered and delivered by Rumpke.

Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.

Materials will be disposed or processed at the facilities referenced in the bid specs and anticipates no significant changes from the routes and destinations currently utilized. Recyclables Materials will be processed at Rumpke's Columbus MRF located at 1191 Fields Avenue, Columbus, OH 43201.

Following the effective date, Rumpke will certify compliance with the following:

- (a) sufficient vehicles, collection containers and equipment to perform
- (b) that Collection Contractor's employees have completed training and driven the City/Township-approved collection routes. The City/Township may incorporate additional time restrictions, notwithstanding section 4.3, such as for major roads during rush hour;
- (c) that City/Township-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 Contractor-provided collection containers is complete;
- (e) that the Collection Contractor will deliver the Recyclable Materials to the City/Township's Designated Facility for processing (\$0.00 per ton tipping fee in 2019) and implement the implementation plan in year(s) 2020 through 2023, if applicable; and
- (f) that the Collection Contractor has delivered to the City/Township 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

Rumpke acknowledges all additional requests, deliverables and other items referenced in the Implementation Plan (Section 2.3) and will coordinate specific deadlines or provide additional details related to the plan with each community following the Notice of Award, or before if requested.

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 _____, 2018, 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 City/Township-Designated 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 _____, 2018, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary)

By: _____

(Surety Secretary)

By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Corporate

Seal)

10	Red Trabue Park (Parking Lot)	2	Roll-off - Refuse	40 C.Y.	One Delivery, Pull and Pickup per Year
11	7401 Avery Road (Avery Park)	1	Front load - Refuse	8 C.Y.	Mon., Tue., Wed., Thu., & Fri.
		1	Front load - Recycling	8 C.Y.	Tuesday, Thursday
12	7377 Riverside Drive (Scioto Park)	1	Front load - Refuse	8 C.Y.	Mon. & Fri., Spring-Fall Monday, Winter
		3	Roll-off - Refuse	40 C.Y.	One Delivery, Pull and Pickup per Year
13	6565 Commerce Parkway (Justice Center)	1	Front load - Refuse	8 C.Y.	Tuesday, Friday
		6	Waste wheelers - Recycling	96 gallon	Tuesday
14	4040 Wyandotte Wood Blvd (Emerald Fields)	1	Front Load - Refuse	8 C.Y.	Monday, Friday
		1	Front load - Recycling	8 C.Y.	Tuesday, Thursday
15	Kaltenbach 5985 Cara Rd.	1	Front load - Refuse	4 C.Y.	Monday, Friday
16	5555 Perimeter Dr.	1	Front load - Refuse	2 C.Y.	1x/week
		1	Front load - Recycling	2 C.Y.	1x/week

The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers provided by the Contractor as indicated above unless additional collections are necessary in the discretion of the City, at no additional charge to the City. The number, sizes and locations of the collection containers are subject to change in the discretion of the City upon written notice to the Contractor.

In addition, the Contractor shall provide open top roll-off containers of up to forty (40) yards capacity for Solid Waste and Recyclable Materials at no charge upon request of the City for special events including:

Irish Festival: (8) - 40 C.Y. refuse roll-offs, 1 pull per roll-off at end of day Fri., Sat. and Sun.

(4) - 30 or 40 C.Y. recycle roll-offs, 1 pull per roll-off at end of day Fri., Sat. and Sun. (size to be determined by the City of Dublin)

(2) - 8 or 10 C.Y. recycle front load dumpsters, 1 pull per dumpster at end of day Fri., Sat. and Sun. (size to be determined by the City of Dublin)

Fourth of July: (1) - 40 C.Y. refuse roll-off, 1 pull at end of event when called.

(1) - 40 C.Y. recycle roll-off, 1 pull at end of event when called. **Household**

Hazardous Waste: (5) - 30 C.Y. refuse roll-offs, 1 pull for each. **River Clean-up:** (1) - 40 C.Y. refuse roll-off, 1 pull.

Citywide Cleanup: (8) - 30 C.Y. refuse roll-offs, (6) - 8 C.Y. recycle front load dumpsters, and (7) - 30 C.Y. yard waste roll-offs, 1 pull for each.

The Contractor will provide open top roll-off containers of up to thirty (30) yards capacity and Collection Services for two (2) additional special events per year at 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. City/Township/Village 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 Contractor in the performance of services hereunder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 525 VINE STREET, SUITE 1600 CINCINNATI, OH 45202 Attn: cincinnati.certrequest@marsh.com	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
337563-STND-GAWUP-17-18 RUMO MUNICI	INSURER A : National Fire & Marine Insurance Co	NAIC # 20079
INSURED RUMPKE OF OHIO, INC. RUMPKE CONSOLIDATED COMPANIES 10795 HUGHES ROAD CINCINNATI, OH 45251	INSURER B : Greenwich Insurance Company	22322
	INSURER C : XL Catlin	
	INSURER D : XL Specialty Insurance Company	37885
	INSURER E : N/A	N/A
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-005463793-15 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			42GLO10041804	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPI/OP AGG \$ 5,000,000 SIR \$ 250,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943761705	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00077282L117A	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD943538705 (IN, KY, CO, ND, WA, WY) RWES943538805 (OH) \$500,000 SIR APPLIES TO XS OH	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARDWASTE.
CITY OF DUBLIN IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CITY OF DUBLIN 6655 SHIER-RINGS ROAD DUBLIN, OH 43016	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 525 VINE STREET, SUITE 1600 CINCINNATI, OH 45202 Attn: cincinnati.certrequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
337563-STND-GAWUP-17-18 RUMO MUNICI		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED RUMPKE OF OHIO, INC. RUMPKE CONSOLIDATED COMPANIES 10795 HUGHES ROAD CINCINNATI, OH 45251		INSURER A : National Fire & Marine Insurance Co 20079 INSURER B : Greenwich Insurance Company 22322 INSURER C : XL Carlin INSURER D : XL Specialty Insurance Company 37885 INSURER E : N/A N/A INSURER F :	

COVERAGES CERTIFICATE NUMBER: CLE-005464781-16 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			42GL010041804	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000 SIR \$ 250,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943761705	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00077282L117A	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	RWD943538705 (IN, KY, CO, ND, WA, WY)	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000
D			N/A	RWE943538805 (OH) \$500,000 SIR APPLIES TO XS OH	12/31/2017	12/31/2018	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: COLLECTION, TRANSPORTATION & DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARDWASTE.
 WASHINGTON TOWNSHIP BOARD OF TRUSTEES IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

WASHINGTON TOWNSHIP BOARD OF TRUSTEES
 6200 EITERMAN ROAD
 DUBLIN, OH 43016

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

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>480.00</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>569.00</u>
Per Residential Unit per month surcharge for the Rental of 96 gal., 64 gal., and 32 gal. Solid Waste or Recyclable Materials collection container ²	\$ <u>3.25</u> (96)
	\$ <u>3.25</u> (64)
	\$ <u>3.25</u> (32)
Purchase of 96 gal., 64 gal., and 32 gal. unbranded Solid Waste or Recyclable Materials collection containers, and billed to individual Residential Units ³ .	\$ <u>9.00</u> (96)
	\$ <u>9.00</u> (64)
	\$ <u>9.00</u> (32)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	\$ <u>235.00</u>
Per Residential Unit surcharge for delivery of a smaller or larger collection container at Resident request after implementation plan expires	\$ <u>25.00</u>
Per Residential Unit per month surcharge fee for maintenance of containers if the carts are supplied by the community.	\$ <u>2.00</u>

² Such bid price is for the rental of collection containers that an individual Resident may request in **addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

³ Such bid price is for the purchase and collection of collection containers that an individual resident may request in **addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

EXHIBIT G - BID FORMS - PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

<u>Additional Recyclable Materials Collection for Municipal Facilities and Special Events</u>	Pulls/Collections Per Week*					
	1	2	3	4	5	6
Container Size						
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	\$ 22.50	\$ 45.00	\$ 67.50	\$ 90.00	\$ 112.50	\$ 135.00
2 to 3 cubic yards	\$ 40.50	\$ 81.00	\$ 121.50	\$ 162.00	\$ 202.50	\$ 243.00
4 cubic yards	\$ 44.93	\$ 89.86	\$ 134.78	\$ 179.71	\$ 224.64	\$ 269.57
6 cubic yards	\$ 67.38	\$ 134.77	\$ 202.15	\$ 269.53	\$ 336.92	\$ 404.30
8 cubic yards	\$ 89.85	\$ 179.69	\$ 269.54	\$ 359.39	\$ 449.24	\$ 539.08
10 cubic yards	\$ 112.31	\$ 224.62	\$ 336.93	\$ 449.24	\$ 561.56	\$ 673.87
6-cubic yd. compactors	\$ 202.16	\$ 404.32	\$ 606.47	\$ 808.63	\$ 1,010.79	\$ 1,212.95
8-cubic yd. compactors	\$ 269.55	\$ 539.10	\$ 808.65	\$ 1,078.20	\$ 1,347.75	\$ 1,617.30
30-cubic yd compactors	\$ 2,570.40	\$ 4,780.80	\$ 6,991.20	\$ 9,201.60	\$ 11,412.00	\$ 13,622.40
35-cubic yd compactors	\$ 2,606.40	\$ 4,852.80	\$ 7,099.20	\$ 9,345.60	\$ 11,592.00	\$ 13,838.40

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.

EXHIBIT G – BID FORMS – PART II

ADDITIONAL OPTIONAL COLLECTION SERVICES

<u>Recyclable Materials</u> <u>Collection for</u> <u>Multi-Family*</u>	Pulls/Collections Per Week*					
Container Size	1	2	3	4	5	6
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	\$ 31.50	\$ 63.00	\$ 94.50	\$ 126.00	\$ 157.60	\$ 189.00
2 to 3 cubic yards	\$ 40.50	\$ 81.00	\$ 121.50	\$ 162.00	\$ 202.50	\$ 243.00
4 cubic yards	\$ 44.93	\$ 89.86	\$ 134.78	\$ 179.71	\$ 224.64	\$ 269.57
6 cubic yards	\$ 67.38	\$ 134.77	\$ 202.15	\$ 269.53	\$ 336.92	\$ 404.30
8 cubic yards	\$ 89.85	\$ 179.69	\$ 269.54	\$ 359.39	\$ 449.24	\$ 539.08
10 cubic yards	\$ 112.31	\$ 224.62	\$ 336.93	\$ 449.24	\$ 561.56	\$ 673.87
6-cubic yd. compactors	\$ 202.16	\$ 404.32	\$ 606.47	\$ 808.63	\$1,010.79	\$ 1,212.95
8-cubic yd. compactors	\$ 269.55	\$ 539.10	\$ 808.65	\$ 1,078.20	\$1,347.75	\$ 1,617.30
30-cubic yd compactors	\$ 2,570.40	\$ 4,780.80	\$ 6,991.20	\$ 9,201.60	\$11,412.00	\$13,622.40
35-cubic yd compactors	\$ 2,606.40	\$ 4,852.80	\$ 7,099.20	\$ 9,345.60	\$11,592.00	\$13,838.40

*While not as an exclusive hauler, such pricing shall be made available to Multi-Family, as defined in Exhibit A.

Alternate Bid #2: Dublin

Status Quo Service

Includes Current Services, Carts & Rental Options

3-Year Term

Monthly Service Rates & Inclusions					
3-Year Term	2019	2020	2021	2022-23	
Base Rate	\$ 16.71	\$ 17.88	\$ 19.13	*	Weekly trash, recycling and yard waste service with the currently distributed Contractor-Provided Cart(s), if any. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II				95-Gallon Trash Carts and 65 or 95-Gallon Recycling Carts offered by the Contractor for rent at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Bulk items will be collected weekly on the trash service day. Support is asked to improve advanced scheduling for bulk items.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: Approved personal or Contractor-Rented containers and/or personal bags may be used for material that does not fit inside the Contractor-Provided cart. Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.

See Bid Clarifications for applicable clarifications.

Bid Clarifications

The following applies to all submissions from Rumpke, including base bids and alternate bids:

Rumpke's submission takes exception to Section 5.10 Covenant Not to Sue, which states "During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City/Township 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/Township."

The prices, terms and other items submitted are specific to the costs, resources and requirements of providing the given services to one or more of the communities, as specified in the Bid Documents or Rumpke's alternate bid(s), and are therefore extended only to the specified community or communities by way of our submission. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities, townships and villages located within or adjacent to SWACO's district if they should wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation under the same prices, terms and services, in accordance with Ohio Revised Code Section 9.48.

Any alternate bid submitted by Rumpke contains pricing and terms applicable to the specified community only. Rumpke reserves the right to accept or deny the participation of any unspecified community or entity under the same prices, terms and services in accordance with Ohio Revised Code Section 9.48.

Pricing does not include services required to properly manage delivered materials that are not accepted as Recyclable Materials or are not processable at Rumpke's MRF (Fields Avenue). When the allocation percentage of Residuals hinders or prohibits the processing of delivered materials, as reported by Rumpke's MRF, the Collection Contractor reserves the right to pass through any charges imposed by the Recycling Services Contractor in accordance with the Recycling Services bid for transportation, disposal, material handling and other costs incurred to properly manage the materials obtained.

For communities that, per Addendum 2, intend to continue handling billing and going forward in 2020, paying for any Recycling Processing costs, the bid price provided does not include any consideration of Recycling Processing fees.

For communities that, per Addendum 2, intend to have the Collection Contractor bill the Residential Units in the community and in years 2-5 of the contract, pay for the Recycling Processing fees and pass through the cost of Recycling Processing and collect as a line item on the bills the Residential Units, the following is assumed:

- 1) The bid price provided does not include any consideration of Recycling Processing fees. The additional charge for recycling will depend on the tonnage generated, the number of households and the recycling processing option chosen (\$35.00 per ton, or the Rumpke Alternative Recyclable Materials Revenue Sharing Proposal).
- 2) Billing arrangements and pass-through protocols will be discussed and mutually agreed upon by the community and the Collection Contractor in alignment with the Collection Contractor's existing billing capabilities and accounting policies and in consideration of bid prices.



Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council
From: Community Services Advisory Commission
Date: August 23, 2018
Initiated By: Megan O'Callaghan, PE, Director of Public Works
Re: Solid Waste Services (including Refuse, Recycling, Yard Waste) - Recommendations

Summary

Staff provided an update on the procurement of Dublin's Solid Waste Services to Dublin City Council as part of their April 5, 2018 packet. The memorandum provided background information on the City of Dublin's partnership with the Solid Waste Authority of Central Ohio (SWACO) and other central Ohio communities (referred to as the "Consortium") to jointly bid solid waste services in an effort to obtain quality solid waste collection and recyclable material processing services at competitive prices. The status of the City's current Solid Waste Services contract as well as the plans for bidding future services was also provided. Specifically, staff requested input from Council regarding a proposal from SWACO outlining "best practices" to increase recycling, efficiency, and community appearance. During the April 9, 2018 City Council meeting, City Council referred the matter to the Community Services Advisory Commission (CSAC) for consideration and a recommendation. The topic of Solid Waste Services was on CSAC's May 15, 2018 meeting agenda. CSAC considered and discussed detailed information including the background about the Consortium, Dublin's current solid waste services, and procurement process presented by Dublin staff. (See attached powerpoint presentation.) SWACO representatives presented information from a regional perspective about the consortium compositions, solid waste collection service providers, collection days of the week, industry feedback, and SWACO's recommended best practices. (See attached powerpoint presentation.) The discussions concluded with CSAC voting to recommend staff and City Council consider implementing the best practices outlined in SWACO's proposal as part of the upcoming bid evaluation process. Since that meeting, staff has continued meeting with SWACO and other central Ohio communities who have been involved with the Consortium and 2018 bid process.

Background

Consortium

Since 2003, the City of Dublin has partnered with the Solid Waste Authority of Central Ohio (SWACO) and other central Ohio communities to jointly bid solid waste services in an effort to obtain quality solid waste collection and recyclable material processing services at competitive prices. The composition of this group, which is known as the "Solid Waste Consortium 1" or "Consortium," as well as the bid process, has evolved over the years. The Consortium currently consists of ten communities, for an approximate total of 56,000 households, including: the cities of Dublin, Bexley, Gahanna, New Albany, Reynoldsburg, Westerville and Blendon, Mifflin, Plain and Washington Townships. Dublin accounts for approximately 13,713 households.

Existing Contract

The current "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 Dublin, Ohio" was entered into with Rumpke of Ohio, Inc. in September of 2014. The term of the original contract was for three years and terminated on December 31, 2017 with the option to extend for 2018, as well as 2019. The Consortium bid solid waste services in 2017 and Rumpke was Dublin's only bidder. The bid for each option proposed higher per household prices per month than the one (1) year contract extension prices for 2018. As a result, the City rejected all bids and extended the contract with Rumpke for a term of one (1) year through 2018 at a rate of \$16.22 per household per month. The City also has the ability to extend the existing contract for another one (1) year term through 2019 at a rate of \$16.71 per household per month. The City paid \$2,423,445 for solid waste services for residential units, municipal facilities, and special events in 2017.

Overview of Current Solid Waste Services

Solid waste services are critical services that are provided throughout the City on a weekly basis. These services are visible and have a significant impact on the environment. For the vast majority of Dublin, refuse collection services are provided each week on Wednesday with residents providing their own containers. Dublin's recycling collection services are provided each week on Wednesday with the City of Dublin providing and maintaining wheeled carts (blue) (majority are 64 gallon) with attached lids to residential households. Unlimited bulk collection services are also provided each week on Wednesday. Yard waste collection services are provided each week on Monday.

A pilot program was initiated in 2003 in conjunction with SWACO for the automated collection of refuse and recycling. The pilot area consists of approximately 1200 households in the areas west of Coffman Road and south of Brand Road (Dublinshire Drive, Sells Mill Drive, and Earlington Parkway) and north of Brand Road (Brandonway Drive, Coventry Woods Drive, and Windwood Drive). These households were provided wheeled carts with attached lids for refuse (green) and recycling (brown) (majority are 64 gallon). The pilot was intended to be a one-year pilot but has remained in place since that time. The residents in this pilot area were surveyed and 91% were in favor of keeping both containers and continuing the services.

According to the SWACO, Dublin has always been at the forefront of advancing recycling in the community. Dublin's recycling rate in 2017 was 47%. The only other comparable community in the region is Upper Arlington.

Earlier this year, the National Citizen Survey was conducted in partnership with the National Research Center. The survey data helps measure resident perceptions of livability, governance and City services, and is used in guiding policy decisions to enhance and continue high-quality city services and quality of life in Dublin. Overall, the City received very favorable feedback on solid waste services, including garbage collection (91% positive), recycling (86% positive), and yard waste pick-up (92% positive).

SWACO's Regional Perspective and Recommended Best Practices

SWACO representatives Albert Iosue, Program Administrator, and Andrew Booker, Program Manager, were present at the CSAC meeting and shared information from a regional perspective

about the consortium compositions, solid waste collection service providers, collection days of the week, industry feedback, and SWACO's recommended best practices. SWACO is one of 52 Solid Waste Management Districts in Ohio, consisting of forty-one (41) municipalities, townships and villages in Franklin County, Ohio. SWACO's goal is to increase recycling, reduce waste and divert solid waste from disposal at the landfill.

SWACO's Solid Waste Management Plan promotes community consortiums and provides contract assistance to municipalities, townships and villages for the purpose of obtaining 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 sponsored by political subdivisions.

Mr. Iosue shared there are three (3) consortiums in the region and outlined the composition of each consortium. There are four (4) major service providers in the region including Rumpke, Local Waste, Waste Management, and Republic Services. He shared a map that indicated which service providers service each community in the region. Most communities provide curbside recycling services (6 do not) and many now utilize larger carts which encourages more recycling. SWACO recommends that those communities that utilize 18-gallon bins convert to larger carts (either 64 or 96 gallon) to increase recycling. Mr. Iosue also shared a map that indicated the collection days for each community in the region. He explained that varying the collection days throughout the region would allow for load balancing for the service providers. Communities typically are not interested in changing their collection days.

In preparation for a procurement process for 2019 solid waste services, SWACO published a Request for Information (RFI) seeking input from the hauling industry to identify factors that may lead to more efficient and cost-effective collection services that ultimately result in the highest quality of service at the lowest cost with increased diversion. SWACO received responses to the RFI from eight (8) service providers. The primary barriers identified with the bidding process by the haulers included:

- too many bid options,
- too large of a consortium size,
- non-uniform service requirements by participating consortium communities, and
- day of the week limitations for collection services.

It was clear from the RFI responses that bidders desire a more simplified approach to bidding where communities are strategically grouped by common services into smaller sized groups, with an improved distribution of collection days.

SWACO has prepared the attached proposal for each of the Consortium communities outlining a plan that would reorganize the communities into smaller groupings with the goal of obtaining better bids from the haulers during the upcoming bid cycle. The proposal groups the City of Dublin with Washington Township, resulting in just over 14,000 serviced households.

SWACO's proposal also outlined several primary recommended best practices for Dublin's consideration to increase residential recycling, reduce waste, and divert Solid Waste from disposal at the landfill.

Best Practice: Two-Cart System

Mr. Iosue explained to CSAC it is SWACO's goal to work with communities to move toward a uniform two-cart collection system. SWACO considers a two-cart system a "best practice" because it increases residential recycling, reduces blowing litter, beautifies communities, reduces worker injuries through automated or semi-automated collection, and significantly improves collection efficiency. In the long run, cart-based collection systems will help to increase recycling and hold down prices to communities due to the increased collection efficiency and fewer worker injuries. Mr. Iosue explained that a two-cart system provides several benefits to the service providers including facilitating conversion to automated collection (trucks are equipped with an automated arm that picks up the carts and dumps their contents into the truck), reduced workers compensation claims, and a more efficient collection process (reduced workers per vehicle). The benefits of a two-cart system to the community include increased recycling rates, reduced blowing litter (cleaner community), each container is the same type and color which results in improved neighborhood aesthetics and uniformity on collection day, ease of use (wheeled carts with handles), cart ownership provides increased opportunities for competition, and reduced future collection costs. The standard cart size is typically 64 gallon, with residents having the option of larger (96 gallon) or smaller (32 gallon) carts upon request.



Current Services



Two-Cart System

Four (4) CSAC members reside in the area of Dublin that is utilizing the two-cart system and are pleased with the program. The CSAC members discussed the colors for the refuse and recycling containers as well as the ownership of the containers. SWACO recommends blue recycling containers. Mr. Booker shared that blue is the nationwide industry standard for recycling containers and it is important for the recycling container to be easily recognizable to avoid confusion. Mr. Booker shared that SWACO is hoping as communities start to evolve, some communities will incorporate a third container for organics. The SWACO representatives also cited benefits to owning the containers as opposed to renting them from the service providers. Owning the containers provides communities with the opportunity to be very specific about the color and brand of container and in the event the service provider were to change the resident would continue using the same containers.

Best Practice: Streamline Bulk Collection

Bulk collection includes items such as furniture, swing sets, appliances, and other bulky items. Dublin currently provides unlimited bulk collection services each week on Wednesday. The SWACO representatives explained that bulk collection could be streamlined by providing options such as scheduled collections, minimized number of collections per month, or utilizing a monthly fixed

collection schedule. Mr. Iosue noted that an example of streamlining the process would be to offer bulk pickup on the first collection day of the month (first Wednesday of the month). If additional bulk collection needs to be offered then it would be on the third collection day of the month (third Wednesday of the month), but the resident would need to call 72 hours prior to pick-up and schedule the bulk collection services.

Best Practice: Cart Contents Only

An integral part of the two-cart (automated) refuse collection system is all trash must be placed in the provided carts. The residents need to be able to contain all of their refuse and recycling within the two containers provided for it to be collected. Solid waste placed on the ground will not be collected by the contractor. This program makes residents more aware of what they can recycle, because they don't want to have trash sit for another week because it doesn't fit in the container. If a resident needs additional space for trash, they can move to a larger cart size or choose to purchase a second cart.

Mr. Iosue concluded by noting that solid waste and recycling collection and disposal costs are rising, so despite implementation of these best practices, communities could see increased costs when compared to current prices. Nevertheless, moving to smaller consortium sizes with cart-based collection is intended to hold down increasing costs with significant benefits to the region.

Recommendations

CSAC desires for Dublin to remain at the forefront of advancing recycling in the community. It is important that Dublin continue to be a leader in the region with regard to increasing recycling, reducing waste and diverting solid waste from disposal at the landfill.

After careful review and due consideration of all the information, CSAC recommends to Council that consideration be given to implementing the following solid waste service changes at the appropriate time in the future when the pricing is competitive and there is sufficient opportunity to provide comprehensive communication and education:

- 1) Move toward a uniform two-cart collection system which would increase residential recycling, reduce blowing litter, improve the appearance of the community on collection day, reduce worker injuries through automated or semi-automated collection, and significantly improve collection efficiency. Both carts would be owned by the City and the recycling cart should be blue and refuse either brown or green. It is further recommended that the standard cart sizes be 64 gallon, with residents having the option of larger (96 gallon) or smaller (32 gallon) carts upon request.
- 2) Streamline bulk collection (items such as furniture, swing sets, appliances, and other bulky items) by offering bulk pickup on the first collection day of the month (first Wednesday of the month). If a resident has additional bulk items that need picked up later in the month an additional collection could be offered on the third collection day of the month (third Wednesday of the month), but the resident would need to schedule the bulk collection by calling in advance to request the bulk collection service.
- 3) Limit collection to cart contents only. All refuse and recycling needs to be placed in the provided carts for it to be collected. If a resident needs additional space for trash, they can move to a larger cart size or choose to purchase a second cart.

CSAC believes that utilizing best practices such as a two-cart system, streamlining bulk collection, and "cart contents only" solid waste collection will result in more recycling and better community aesthetics and competitive bids in the region over the next decade. CSAC believes the benefits of these program changes, including the improved appearance of the community on collection day and reduction in environmental impacts, would far exceed any minor inconveniences that may be experienced by residents. A comprehensive communication and education campaign in advance of implementing any program changes would be critical to the success of the program. Therefore, CSAC encourages Dublin staff and City Council to look favorably upon bid options that propose implementing these best practices as they review and consider the collection bids that were received on July 25, 2018.

CSAC appreciates the work and time dedicated to this discussion by Dublin and SWACO staff who participated in the CSAC meeting and would like to thank SWACO for their programs and assistance. CSAC understands the importance of solid waste services and impact on the environment and appreciates the opportunity to review Dublin's current services and the best practices recommended by SWACO.



SOLID WASTE SERVICES (Refuse, Recycling, and Yard Waste)

Megan O'Callaghan, PE, Public Works Director

May 15, 2018



EVERYTHING GROWS HERE.



AGENDA

- Background
 - Consortium
 - Existing Contract
- Overview of Solid Waste Services
- SWACO
 - Introduction
 - Regional Perspective
 - Best Practices
- 2018 Bid Process



EVERYTHING GROWS HERE.



SOLID WASTE CONSORTIUM

Since 2003

Volume based bidding

Approx. 56,720 residential households

- Dublin accounts for 13,713

10 Consortium Members:

- City of Bexley
- City of Dublin
- City of Gahanna
- City of New Albany
- City of Reynoldsburg
- City of Westerville
- Blendon Township
- Mifflin Township
- Plain Township
- Upper Arlington
- Washington Township



EVERYTHING GROWS HERE.



EXISTING CONTRACT

Original, 3-Year contract with Rumpke began in 2015 with options to extend for 2018 and 2019

- Contracts provide for "Collection and disposal or processing of Refuse, Recyclable" Materials, and Yard Waste
- Services are provided to:
 - Residential Units,
 - Municipal Facilities, and
 - Special Events



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EXISTING CONTRACT

Consortium went out to bid in 2017

- Rumpke was the only bidder and proposed higher prices than the 1-Year extension prices for 2018
- City rejected all bids and extended the contract through 2018 at \$16.22 per household per month

City also has ability to extend the contract through 2019 at \$16.71 per household per month



EVERYTHING GROWS HERE.



COSTS

Rumpke contract

- \$16.22 per household per month
- Dublin's bill for 2017 was \$2,423,445

PLUS

Dublin's costs to replace and maintain Recycling carts approximately \$40,000 (average)



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SUMMARY OF SERVICES

Refuse Collection

- Wednesday
- Residents provide

Recycling

- Wednesday
- Dublin provides and maintains - majority 64 gallon, wheeled, attached lid



EVERYTHING GROWS HERE.



SUMMARY OF SERVICES

Bulk

- Unlimited
- Wednesday

Yard Waste

- Monday



EVERYTHING GROWS HERE.



SUMMARY OF SERVICES

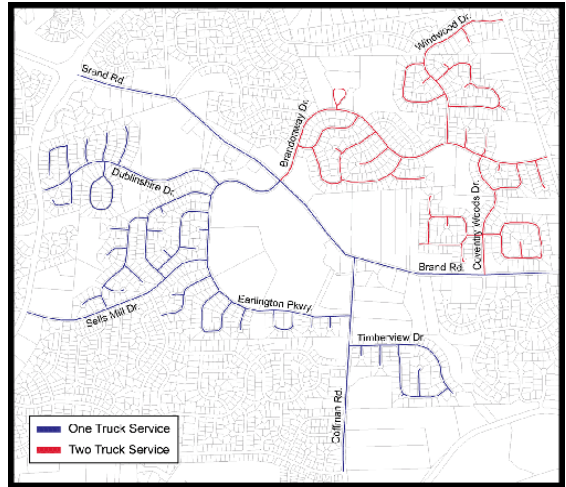
Automated Collection Pilot initiated in 2003

- Residents provided wheeled carts for Refuse and Recycling (majority 64 gal)
- 2 routes of 600 households each
- Automated trucks

Positive Resident Feedback:

- 91% in favor of continuing
- Recycling increased

Residents in these pilot areas still have those containers



EVERYTHING GROWS HERE.



SUMMARY OF SERVICES

Typical



Automated Pilot Area



EVERYTHING GROWS HERE.



2018 NATIONAL CITIZENS SURVEY

THE NCS™
The National Citizen Survey™

Dublin, OH

Dashboard Summary of Findings

2018

	Percent positive
Garbage collection	91%
Recycling	86%
Yard waste pick-up	92%



EVERYTHING GROWS HERE.



SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO)

Andrew Booker, Programs Manager
Albert Iosue, Programs Administrator



EVERYTHING GROWS HERE.



2018 Bid Process

- Consortium has been meeting monthly since January
- Bid Collection and Delivery separate from Recyclables Processing
- **Recycling Services bid opening May 17**
- **Collection Services bid opening July 25**
- Goal is to announce successful bidder by September 3

* City also has ability to extend the contract through 2019 at \$16.71 per household per month



EVERYTHING GROWS HERE.



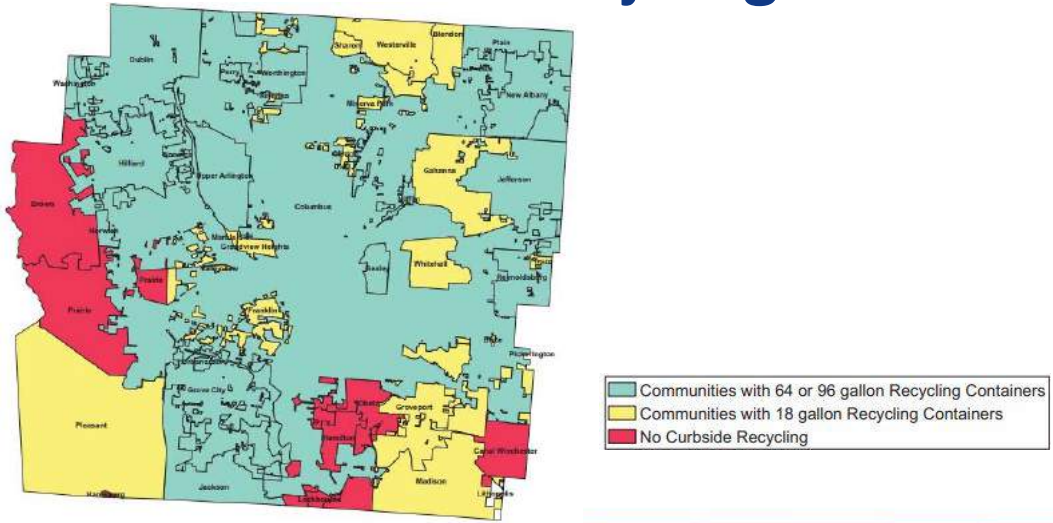


Introduction

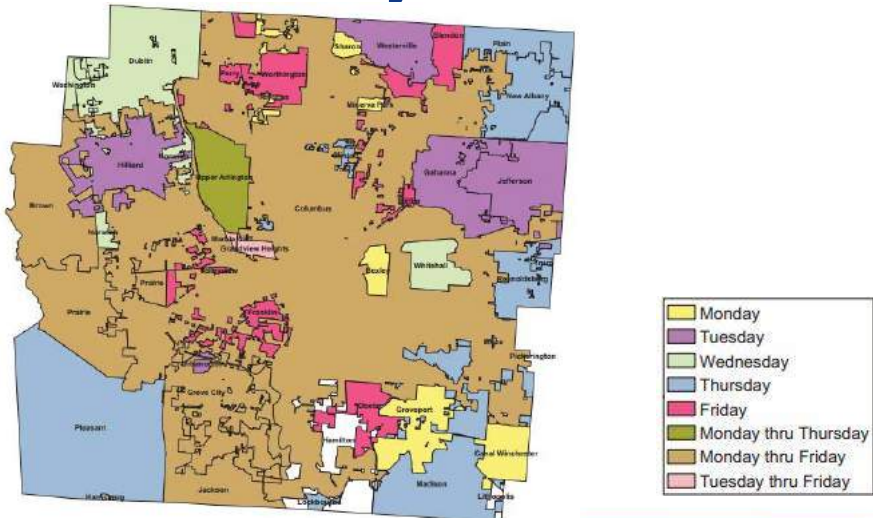
SWACO is one of 52 Solid Waste Management Districts in Ohio, consisting of forty-one (41) municipalities, townships and villages in Franklin County, Ohio. **SWACO's goal is to increase recycling, reduce waste and divert solid waste from disposal at the landfill.**

SWACO's Solid Waste Management Plan promotes community consortiums and provides contract assistance to municipalities, townships and villages for the purpose of obtaining 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 sponsored by political subdivisions.

Curbside Recycling



Collection Days of the Week



Industry Input

January 8, 2018, SWACO published a Request for Information (RFI) seeking input from the hauling industry to identify factors that may lead to more efficient and cost-effective collection services that ultimately result in the highest quality of service at the lowest cost with increased diversion.

SWACO received responses to the RFI from eight (8) waste hauling companies. The primary barriers identified to the bidding process by the haulers included:

- Too many bid options
- Too large of a consortium size
- Non-uniform service requirements by participating consortium communities
- Day of the week limitations for collection services.



Recommended Community Groupings

Bexley New Albany Plain Twp. Mifflin Twp. 9,004 HH	Gahanna Reynoldsburg 19,917 HH	Westerville Blendon Twp. 13,700 HH	Dublin Washington Twp. 14,099 HH
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Best Practices

A **two-cart system** is considered a “best practice” because it increases residential recycling, reduces blowing litter, beautifies communities, reduces worker injuries through automated or semi-automated collection, and significantly improves collection efficiency.

Collection Cart Benefits

Collection Benefits:

- Collection best practice – convert to automated collection
- Reduced workers compensation claims
- More efficient collection process

Collection Cart Benefits

Community Benefits:

- Increased recycling rates - larger container
- Reduced blowing litter – cleaner community
- Neighborhood uniformity
- Reduce future collection costs
- Ease of use – wheeled carts with handles
- Cart ownership provides increased opportunities for competition



Collection Cart Benefits



No Cart System



2 Carts System



Best Practices

Streamline bulk pickup (furniture, swing sets, appliances, and other bulky items) by providing an option such as scheduled collections, minimized number or collections per month, or utilizing a monthly fixed collection schedule.

Best Practices

“Cart contents only” which means that all solid waste must fit into the collection cart for it to be collected. Solid waste placed on the ground will not be collected by the contractor. If a resident needs additional space for trash, they can move to a larger cart size or choose to purchase a second cart.

Best Practices

- 5-year bids to secure the lowest price
- Recycling education requirements
- Multi-family complexes

Thank You



SWACO 2019 Consortium Proposal

City of Dublin

April 5, 2018

Introduction

Since 2005, SWACO has offered technical assistance to communities interested in working collectively to bid solid waste, recycling, and yard waste collection and disposal services, with the goal of combining the bidding power of multiple communities to obtain improved services at more competitive prices. Dublin is part of “Consortium #1”, which consists of the cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, and Westerville; and the Townships of Blendon, Mifflin, Plain and Washington.

In 2017, Consortium #1 Communities rebid for trash, recycling, and yard waste collection services. While numerous bid options were made available to potential contractors, only one viable bid was received, and it did not meet the needs of the communities. An evaluation of the bid process was necessary to assure better bid results in the future.

After listening to comments from haulers during the 2017 Consortium #1 bid process, discussing the results with Consortium #1 members, and realizing that the make-up of the Consortiums¹ is a product of when each community joined, SWACO has addressed the task of determining if there are more strategic groupings of the Consortium communities. On January 8, 2018, SWACO published a Request for Information (RFI) seeking input from the hauling industry to identify factors that may lead to more efficient and cost-effective collection services that ultimately result in the highest quality of service at the lowest cost with increased diversion.

SWACO received responses to the RFI from eight (8) waste hauling companies. The primary barriers identified to the bidding process by the haulers included:

- Too many bid options
- Too large of a consortium size
- Non-uniform service requirements by participating consortium communities
- Day of the week limitations for collection services.

It was clear from the RFI responses that bidders want a more simplified approach to bidding where communities are strategically grouped by common services into smaller sized groups, with an improved distribution of collection days. Based upon the recommendations above, SWACO has proposed to reconfigure consortium communities into smaller, more manageable bidding groups. Listed below is the bid plan for your community.

Consortium Grouping

It is proposed that the City of Dublin be grouped with Washington Township for the next bid cycle, resulting in just over 14,000 serviced households. This proposal is based upon uniformity of services, number of households, geographic location, and days of the week. All communities within Consortium #1 have been reorganized into smaller groupings with the goal of obtaining better bids from the haulers during the next bid cycle. As this process moves forward, individual groupings may be adjusted based on feedback from the communities.

¹ There are currently 3 Consortiums in Franklin County

Current Solid Waste, Recycling, & Yard Waste Provisions

The City of Dublin currently has solid waste and recycling collected from each household on Wednesday. Yard waste is collected on Monday. The current waste hauler is Rumpke and the per household per month price is \$16.22 for 2018, with one last option extension year for 2019 at a price of \$16.71 per household per month. Currently, each homeowner provides their own solid waste container (except for 1,000 +/- households that have 64-gallon carts from a previous pilot program) and each household has a 32-gallon, 64-gallon, or 96-gallon recycling cart.

Increasing Recycling, Efficiency, and Community Appearance through Best Practices

SWACO's goal is to increase recycling, reduce waste and divert Solid Waste from disposal at the landfill. In 2013, New Albany and Plain Township switched from 18-gallon recycling bins to 96-gallon recycling carts and increased average recycling volumes by 27.36% and 35%, respectively. More recently, the following communities converted from 18-gallon recycling bins to 64-gallon or larger recycling carts in an effort to increase recycling: Grove City, Jackson Township, Norwich Township, and the Villages of Lockbourne and Urbancrest. It has been demonstrated repeatedly in central Ohio and throughout the country that converting to carts results in significantly higher recycling rates for those communities.

SWACO's goal is to work with Consortium Communities to move toward a uniform two-cart collection system wherever possible. A two-cart system is considered a "best practice" because it increases residential recycling, reduces blowing litter, beautifies communities, reduces worker injuries through automated or semi-automated collection, and significantly improves collection efficiency. In the long run, cart-based collection systems will help to increase recycling and hold down prices to communities due to the increased collection efficiency and fewer worker injuries.

Bidding Options

Two (2) bidding options are proposed for Dublin & Washington Township. Upon receiving bids for both options, each community will have the ability to choose the best option for their community. The bid options are listed below:

Option 1

The first bid option requires the waste hauler to provide every household with a 64-gallon recycling cart and provide unlimited solid waste and yard waste collection. Each household will provide their own solid waste and yard waste receptacles. The hauler will collect all municipal solid waste, recycling, and yard waste left at the curb without limitation.

Bulk pickup (furniture, swing sets, appliances, and other bulky items) will be streamlined by providing an option such as scheduled collections, minimized number or collections per month, or utilizing a monthly fixed collection schedule.

All collection days will remain the same.

Option 2

The second bid option requires the waste hauler to provide every household with a solid waste cart and a 64-gallon recycling cart. The bids will include pricing for various solid waste cart sizes (35-gal, 64-gal, and 96-gal). Each community may choose to provide their residents with one standard solid waste cart size or provide residents with multiple cart size options. Option 2 is defined as “cart contents only” which means that all solid waste must fit into the collection cart for it to be collected. Solid waste placed on the ground will not be collected by the contractor. If a resident needs additional space for trash, they can move to a larger cart size (if offered by the community) or choose to purchase a second cart. All bids will include pricing for additional carts and each community can decide to offer additional carts to their citizens, to provide larger cart sizes, or to keep every household uniform with a two-cart system, thus promoting more recycling and less waste generation. The hauler will collect all recycling and yard waste left at the curb without limitation.

Bulk pickup (furniture, swing sets, appliances, and other bulky items) will be streamlined by providing an option such as scheduled collections, minimized number or collections per month, or utilizing a monthly fixed collection schedule. (Same as Option 1).

All collection days will remain the same. (Same as Option 1).

As previously indicated, two-cart systems help to reduce costs over time due to increased collection efficiencies and result in improved community appearance and less blowing litter. Many communities conclude that community appearance is significantly improved as a result of adopting a two-cart system.

Without two-cart system:



With two-carts system:



Contract Provisions

All bid options will include the following basic provisions:

- 5-year bids to secure the lowest price
- A consistent set of city services included for each community
- Recycling education requirements
- Pricing options for recycling will also be offered to local business and multi-family apartment complexes, although neither will be required to use the service. The successful bidder will agree to provide recycling to local business and multi-family apartment complexes at the bid prices and contract directly with those business and multi-family apartment complexes that voluntarily choose to participate in the program.

Conclusion

Bidding services in smaller groups with uniform services and fewer bid options is intended to result in more competitive bid prices. Utilizing best practices such as recycling carts and “cart contents only” solid waste collection will result in more recycling and better community aesthetics. Working together with central Ohio communities to adopt these best practices will ultimately result in more diversion from the landfill and a better recycling rate, helping central Ohio become a leader in waste diversion.

It is important to note that all solid waste and recycling collection and disposal costs are rising, so despite implementation of these best practices, communities could see increased costs when compared to current prices. Nevertheless, moving to smaller consortium sizes with cart-based collection is intended to hold down increasing costs with significant benefits to the community.

Dublin’s participation in Consortium #1 has been successful in obtaining competitive bid prices. The proposal to reorganize communities in Consortium #1 for this round of bidding will assist in bringing uniformity of services for all of Consortium #1, and providing strategic options for future bids to obtain competitive pricing over the next decade.



Community Services Advisory Commission

May 15, 2018

Minutes

Commission Members: **Present:** Marilyn Baker, Ann Bohman, Steve Dritz,
Christine Gawronski, Elizabeth McClain, Thomas Strup
Absent: Stephanie Hall

Staff Members Present: Michelle Crandall, Assistant City Manager
Nick Plouck, Management Assistant
Megan O'Callaghan, Public Works Director
Rob James, Director of Streets & Utilities
John Babyak, Streets & Utilities Operations Administrator
J.M. Rayburn, Planner I

Guests: Albert Iosue, PE, Programs Administrator, SWACO
Andrew Booker, Programs Manager, SWACO

Call to Order

Mr. Strup established that a quorum was present and called the meeting to order at 6:31 p.m.

I. Selection of Chair and Vice Chair

Mr. Strup asked if there were any nominations for Chair. Ms. Baker nominated Mr. Strup for chair. Mr. Strup asked if there were any other nominations. There being no other nominations, Ms. Bohman seconded the nomination for Mr. Strup as chair. All in favor, Mr. Strup was elected chair.

Ms. Bohman nominated Ms. Baker for vice chair. Mr. Strup asked if there were any other nominations for vice chair; there were none. Ms. Hall seconded the nomination for Ms. Baker as vice chair. All in favor, Ms. Baker was elected vice chair.

II. Public Comments on Items Not on the Agenda

None

III. Approval of Meeting Minutes

Minutes from the March 13 and April 10 meetings were previously distributed via email for review. Mr. Strup asked if there were any changes to the March minutes. There were none. All in favor, the March 13 meeting minutes were approved.

Mr. Strup asked if there were any changes to the April minutes. Ms. Baker and Ms. McClain each had one minor change to the minutes. Ms. Baker motioned to approve the minutes with the changes. Mr. Dritz seconded the motion. All in favor, the April 10 meeting minutes were approved.

IV. Solid Waste Services (including Refuse, Recycling, Yard Waste)

Ms. O'Callaghan introduced herself to the commission, along with staff members: Rob James (Director of Streets & Utilities) and John Babyak (Operations Administrator). She explained that Mr. James and Mr. Babyak administer the solid waste services on a day-to-day basis and they work very closely with Rumpke (the City's contractor) for solid waste services, which include refuse/trash, recycling, and yard waste. Ms. O'Callaghan commented that solid waste is a very important service that touch the lives of every resident within the City of Dublin on a weekly basis. Typically the only feedback staff receives is when services are missed or when the City changes something in the service provided.

Ms. O'Callaghan will be providing a presentation on the City's solid waste services (attached). She plans to provide some baseline information on the City of Dublin's solid waste services, as well as the contracting process and mechanisms that the City goes through to obtain the services the City offers. Staff will be asking for any feedback from this commission on current services and some feedback on the suggested best practices that SWACO (Solid Waste Authority of Central Ohio) has identified.

Ms. O'Callaghan provided some background information regarding the Solid Waste Consortium. The City of Dublin has been a member since 2003. SWACO has been coordinating this effort for the region. The reason for the consortium is to help provide better pricing by increasing the volume of procurement. Currently the consortium consist of eleven different communities which includes approximately 56,720 residential households.

Ms. O'Callaghan explained the original contract for the consortium was a three year contract that went into effect at the beginning of 2015. In 2017 we had to make a decision to go out for bidding or to extend the contract for two additional years through 2018 and 2019. The current contract provides for collection and disposal or processing of refuse, recyclable material and yard waste. Current services are provided to residential units, municipal facilities and for all of the City's special events. The consortium did decide to go out for bid in 2017 at the end of the three year contract. There was only one bid submitted which was Rumpke (the current contractor). The bid prices that that Rumpke submitted for a new contract were proposed at a higher prices than the contract pricing for the extended contract price. The bids were rejected and the consortium made the decision to extend through 2018. There is still the option to extend the contract through 2019 with a minor cost increase going from \$16.22 per household per month to \$16.71 per household per month if we decide to take that option. Ms. O'Callaghan explained that the City pays the entire amount for the solid waste services to the City residents. The total cost for 2017 for all three services was \$2,423,445. The City rolled out recycling containers to City residents a few years ago and we are currently replacing and maintaining those carts. The City spent an additional \$40,000 for those cost last year.

Ms. Baker asked what the cost was for each recycling cart. Mr. James commented that the cost is approximately \$50 per cart.

Ms. O'Callaghan provided a summary for the City's current standard solid waste services.

- Refuse collection is provided every Wednesday
- Refuse collection containers are provided by the resident
- Recycling collection is also provided every Wednesday
- Dublin provides and maintains wheeled carts with attached lids for recycling. The majority of the recycling carts are 64 gallon

- Dublin provides unlimited bulk pickup provided every Wednesday (not all communities provide unlimited bulk and some communities provide scheduled bulk pickup only)
- Yard waste collection is on Monday. In 2005 yard waste was on Wednesday (same as yard refuse and recycling), but residents provided feedback that yard cleanup is generally done over the weekend and they didn't like having the yard waste sitting at the curb until Wednesday. The decision was made by Council to negotiate with Rumpke to change the yard waste day to Monday and pay an additional fee to do so.

Ms. O'Callaghan said the City also started an automated collection pilot that was initiated in 2003. This consist of 2 routes of 600 households each. These residents were provided a wheeled cart for refuse and a wheeled cart for recycling and automated trucks are used to collect refuse and recycling from these two routes. 91% of the residents are in favor of continuing this service and recycling has increased in this area. The residents on these two routes still have those containers and the pilot continues.

Mr. Ditz asked how brown and green were the determined for the pilot program colors. Mr. Babyak replied that those were the only colors available at the time of the pilot program. Blue recycling containers were not available at that time.

Ms. Hall asked why recycling increased in the pilot program areas. Mr. Booker (SWACO) commented that when you are using automated trash service, the resident needs to be able to contain all of their refuse and recycling within the two containers provide. This program makes the resident more aware of what they are throwing away and what they are recycling, because if they fill up their refuse containers first, then the trash overflow will have to wait to be picked up the following week if it doesn't fit in the containers. With an automated program and containers, the residents are not able to throw trash bags out for refuse pickup. Ms. O'Callaghan also commented it makes residents think more about what can be recycled so they are putting more in the recycling containers which is decreasing their refuse pickup.

Ms. O'Callaghan said when the City of Dublin conducted The National Citizen Survey in 2018 the results were favorable that the City received a 91% for garbage collection, 86% for recycling and 92% for yard waste pickup.

Ms. Gawronski asked if the City has any plans to extend the pilot program areas. Ms. O'Callaghan commented the Mr. Iosue and Mr. Booker will be able to discuss this as they start their presentation.

Ms. O'Callaghan introduced Andrew Booker, Programs Manager at SWACO and Albert Iosue, Programs Administrator at SWACO. Ms. O'Callaghan commented that Mr. Iosue will be presenting about the regional perspective and some best practices that SWACO is recommending for consideration.

Mr. Iosue commented that Ms. O'Callaghan provided a great past history of the City's solid waste program since 2003. He explained that SWACO has been partnering with the City since 2003 and the City of Dublin was the driver of the first consortium. There are now three consortiums. Dublin has always been at the forefront of advancing recycling in the community. Dublin's recycling rate in 2017 was 47%. The only other comparable community is Upper Arlington. Mr. Iosue explained that SWACO is one of 52 solid waste districts in Ohio, created by state law in 1989. All counties are required to be

part of a solid waste district. Mr. Iosue explained that in addition providing solid waste programs there are additional programs offered, such as:

- E-waste recycling / pharmaceutical diversion / political sign drives
- Community & event grants for recycling
- Recycling container loan program
- Provide educational workshops
- Help reduce illegal dumping and littering (ECTF)

Mr. Iosue discussed how the consortiums are broken up into three separate consortiums. He also said there is an area where SWACO provides contract assistance in helping certain communities put their bid packets together so they can get better services at lower costs. The three consortiums are broken down to include the following:

- Consortium #1 (10) – Dublin, Bexley, Gahanna, New Albany, Reynoldsburg, Westerville, Blendon, Mifflin, Plain, & Washington
- Consortium #2 (8) – Groveport, Whitehall, Brice, Clinton, Madison, Pleasant, Truro, Sharon (Valleyview in 2018)
- Consortium #3 (5) – Grove City, Jackson, Norwich, Urbancrest, Lockbourne (Hamilton in 2018)

Mr. Dritz asked if each consortium is paying the same for household. Mr. Iosue said they are not. Consortium #3, for example, is in the same community as the land fill so mileage would be less to transport, so their cost is lower as opposed to a community that is in a different location. Also it is a competitive bidding process, it depends on the market and when the bidding takes place. Ms. O’Callaghan added that it also depends on what services each community wants to provide.

Mr. Iosue shared a map of the solid waste collection service providers. There are four major providers (Rumpke, Local Waste, Waste Management and Republic). The yellow area in the middle showing indicating City employees refers primarily to the City of Columbus. Grandview Heights and Marble Cliff also provide their own service. The service providers are broken out based on the consortium they provide services for. The white areas are townships, which typically allow their residents to choose their own provider. There are currently only about five townships that are not a part of a consortium.

Mr. Iosue explained that within the SWACO district most communities offer a 64 or 96 gallon recycling container. There are a few that only have 18 gallon containers, but they are encouraged to change to larger containers to increase recycling. There are only a handful of areas that do not offer curbside recycling.

Mr. Iosue commented that collection days are scattered throughout the district. Various collection days allow for load balancing for the haulers. The days of the week can be a major issue with the haulers. They would like to choose the collection days of the week to balance their loads. In January 2018 SWACO published a Request for Information (RFI) seeking input from the hauling industry to identify factors that may lead to more efficient and cost-effective collection services that ultimately result in the highest quality of service at the lowest cost with increased diversion. SWACO received responses from eight waste hauling companies. The barriers identified to the bidding process include:

- Too many bid options
- Too large of a consortium size
- Non-uniform service requirements by participating consortiums communities

- Day of the week limitation for collection services

Mr. Iosue commented that after receiving input from the waste hauling companies and continually meeting with the communities, it has been decided that we are going to break up the consortium. The haulers requested more consistent services and the smaller size within a consortium. We tried to break the communities up so they included between 10,000 – 20,000 households and we looked at the geographical location. We also looked at the day of the week each community requests services. The ultimate goal is to get better pricing. The recommended community groupings for the consortium are as follows:

- Bexley, New Albany, Plain Township, Mifflin Township
- Gahanna, Reynoldsburg
- Westerville, Blendon Township
- Dublin, Washington Township

Mr. Iosue presented some best practices for the City to consider when bidding the new contract for the City.

Two-cart system

- Increases residential recycling (preferred to distribute larger containers)
- Reduces refuse collection
- Beautifies communities and promotes uniformity
- Reduces blowing litter
- Reduces worker injury through automated or semi-automated collection
- Improves efficiency

Ms. Baker asked if the pilot program currently in Dublin is automated or semi-automated. They have someone that rolls the carts over to the truck. Mr. Iosue replied that the City currently is semi-automated because there is any employee rolling the cart and putting them on a docking station that lifts them to dump. A completely automated system has an arm on the truck that latches on the container and picks it up and empties the container.

Mr. Dritz asked who would provide the carts. Mr. Iosue commented that Ms. O’Callaghan will discuss more in detail late when she discusses the bid processes. The community can supply the containers; the hauler can provide the containers and the end of the contract the hauler gets them back or the hauler can provide the containers and at the end of the contract the resident keeps containers. Also SWACO is looking at getting grants through the recycling partnership for our communities that are in the consortium to help with some of the carts or cost.

Streamline Bulk Pickup

- Utilize a monthly fixed collection schedule
- Minimize number of collections per month
- Includes larger items such as furniture, appliances, etc. (does not include trash that does not fill in the refuse container)

Mr. Iosue noted that an example of streamlining the process would be to offer bulk pickup on the first collection day of the month (first Wednesday of the month). If an additional day needs to be offered

then it would be on the third collection day of the month (third Wednesday of the month), but the resident would need to call 72 hours prior to pick-up and schedule it.

Ms. McClain asked if there would be an additional piece for the residents so they are made aware of the change. Mr. Iosue replied that SWACO will work with the community hauler who is required to send out educational pieces to the residents. At the end of the day it will come down to the community and how they want to enforce that with the residents.

Mr. James commented that was one of the concerns for staff regarding is regarding bulk pickup being reduced. If the hauler doesn't pick it up in a timely manner then staff will end up going out and picking it up, especially during Christmas with Christmas trees. Mr. Iosue replied that in the bid documents the collection day after Christmas and the collection day after the 4th of July is unlimited. The resident can put anything they want out to the curb and it will be all be picked up. He also replied that live Christmas trees are different, because they are considered a part of yard waste and they are picked up for several weeks up through January. Ms. O'Callaghan replied the City does a lot of education about disposing of Christmas trees throughout the holiday season.

Cart Contents Only

- All solid waste must fit into collection cart for it to be collected
- Solid waste placed on the ground will not be picked up
- Residents can move to a larger size cart or choose to purchase a second cart if desired
- Encourages more recycling; therefore less waste is collected

Mr. Iosue commented that having a cart contents only system makes people think before they put everything in the trash. It makes them more aware of what they can recycle, because they don't want to have trash sit for another week because it doesn't fit in the container.

Other Best Practices

- Bid out a 5-year contract to secure the lowest pricing (in the past we have bid out a 3-year contract with two 1-year extensions)
- Requiring educational requirements about recycling and we are requiring that haulers send out a recycling survey once per year so we can determine participating percentages.
- A section is added in the bidding documents at the very end for all communities to get services at their municipal facilities. Multi-family complexes are not required to enter into contracts for these services, but we are adding it in case there are complexes that would like to offer these services, then the hauler would have to honor the pricing for multi-family complexes.

Mr. Dritz asked how often the fuel surcharge is updated. Mr. Iosue commented that it is updated quarterly. Mr. Dritz asked if there are any other surcharges in the contract. Mr. Iosue replied that the only other variables are government pass through fees, such as Ohio EPA solid waste fee or SWACO landfill tipping fees. If these entities raise their fees then the hauler is not obligated to pay the cost of that increase they can pass it on to the resident.

Ms. O'Callaghan asked for feedback on the best practices from the commission members.

Two-cart System (including "cart content only" option)

There are four CSAC members in the current pilot program. They all are in favor of it. Ms. Gawronski noted that it would take some education to get residents on board and to understand the new process. She said her neighborhood communicated a lot through their homeowners association. It does look much nicer and uniform throughout the neighborhood.

Mr. James recommended making sure the specifications regarding the carts has a good life expectancy but also a good quality, so the residents don't get issued cheap carts. Mr. Iosue noted that has been discussed. There are four major cart manufacturers and they all make carts at a very high standard and if they have them with a 10-year warranty life; that is sufficient for the bid specifications.

Ms. O'Callaghan commented that there was also discussion about the colors for the refuse and recycling containers. Currently the pilot programs uses brown and green, but there are also residents that have blue recycling containers. Ms. O'Callaghan said most of the haulers offer blue, but there is one hauler that offers a red recycling container. Mr. Gawronski and Ms. Baker commented that brown and green would be a more subtle color and Ms. Baker added that blue or red would be more of an eyesore.

Mr. James asked what would happen with all of the blue recycling carts the City already owns. Ms. O'Callaghan commented that there is language in the bid documents that would allow the City to keep and use the blue recycling carts that are in place and only choose a color for the trash cart. Mr. Iosue also commented in the specifications if the hauler provides the cart, they are also responsible for maintaining the cart of the five-year contract.

Ms. Baker asked why SWACO has suggested only one color for recycling. Mr. Iosue commented that it is the nationwide industry standard. Ms. O'Callaghan also commented that it's recognizable color. So if you go anywhere and see a blue container, it will be recognized as the recycling container.

Mr. Booker commented that SWACO looked at different options in regards to availability for purchase versus rental. The other advantage to purchasing the containers is that the community can be very specific about what color and brand the community wants. Mr. Booker noted that there doesn't seem to be real reason behind blue being the color but it has become the standard. One of the things that SWACO does is develops educational resources that are provided to all of the communities, so if we are providing different containers and different colors to different communities it's very confusing for SWACO to send a unified message to residents. People don't necessarily live, work and play in the same community so we want residents to see a similar message regardless of what community they are in. The best practice for recycling containers is the standard color of blue. Also, SWACO is hoping as communities start to evolve, some communities will have a third container for organics.

Ms. O'Callaghan commented that if there are any changes made based on the new contract, there will be a communication and implementation plan that will need to be developed.

The group had some discussion about the "cart content only" option and the pros and cons. A few of the discussion points are as follow:

- Allows for full automation
- Residents will be more cautious of what they are disposing of
- Residents can get an additional refuse container if needed or a larger container

Ms. Bohman asked if there has been any discussion about recycling containers in the parks. Mr. Iosue replied that within the contract there is an exhibit "E" which has information about recycling at municipal facilities. We encourage communities to add recycling containers to exhibit in areas such as parks. The recycling would be collected on the same day as residential collection.

Ms. Baker asked if SWACO works with the school districts. Mr. Iosue said they have added their second consortium for schools. They now have eight school districts within Franklin County participating in a consortium.

Mr. O'Callaghan said she has heard many positive comments from this commission. She asked if anyone was opposed to the two-cart system. No one was opposed.

Streamline Bulk Pickup

Mr. Iosue asked if there were any questions or issues with streamlining the bulk pickup.

Ms. Gawronski commented that there may be some complaints at first, but residents will just need to adjust to it. Ms. Hall also commented that she did not even realize it was unlimited.

Ms. O'Callaghan said changing to once a month seems like a big jump when the City did offer unlimited, we negotiated the second pickup based on need so it doesn't seem too drastic of a change. We also discussed just having two automatic pickups without having to call for the second pickup, but we decided we would have the second be by request only and see how much it is used.

Five-Year bid

Mr. Dritz asked why we would go from a three-year contract with the renewal option of two years to a five year option with no renewal option. Mr. Booker said it leaves the haulers with some uncertainties and there are not guarantees what the two year extensions will be the same pricing. State law requires municipalities cannot have more than a five-year contract.

This best practice made sense to everyone and there was no further discussion or objections.

Recycling Education

The commission concurred and was in favor of the education component.

Multi-family complexes

The commission was in agreement with this option being included in the bid contract.

Ms. O'Callaghan explained that the recycling services bid would open on May 17 and the collection services bid will open on July 25. The goal is to announce the successful bidder by September 3. She also noted the City does have the option to extend the contract through 2019 at the rate of \$16.71 per household per month if necessary. Ms. O'Callaghan thanked the commission for their time and input regarding this topic and she would update the commission on the results of the bid openings.

V. Other Items of Interest

Ms. Bohman commented that she has some recreation center brochures if some of the commission members are able to help distribute them. Ms. Baker will distribute some to the Dublin Library, Ms. Hall will deliver some to the Dublin Chamber of Commerce and the Dublin Convention and Visitors

Bureau and Ms. Bowman will deliver some to the Ohio University/College of Health Sciences and Professions and make sure that City Hall has some available.

VI. Next Meeting – June 12, 2018

The next meeting of CSAC will be held on Tuesday, June 12, 2018

VII. Adjournment

There being no further business, the meeting was adjourned at 8:31 p.m.

Respectfully Submitted by:



Marja Keplar, Administrative Support III

Attachments: Guest Sign-in Sheet
Solid Waste Services Presentation
SWACO Presentation