

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

October 03, 2016

6:30 Caucus

7:00 – Reg. Meet.

Presentations: Recognize Det. Ruslander; Proc. Energy Month

FINANCE: Mr. Davis

Ordinance C-72-16 Appropriate \$128,300.00 from the General Fund for the extension of a Bike Path to safely connect the Town Center area with Fryer Park and the YMCA. Second reading and public hearing.

Ordinance C-85-16 Appropriate \$4,650,000.00 from the General Fund for the Current Expense of Design and Construction of a Municipal Fiber Optic Network. First reading.

SERVICE: Mr. Berry

Ordinance C-78-16 Authorize the Director of Public Service to enter into a Franchise Agreement with Local Waste Services, LLC for Solid Waste, Recycling and Yard Waste Collection, Transportation and Disposal. Second reading and public hearing.

Ordinance C-79-16 Authorize the Director of Public Service to enter into an Agreement with Rumpke of Ohio, Inc., for Acceptance and Processing of Recyclable Materials. Second reading and public hearing.

Resolution CR-60-16 Authorize the City Administrator to enter into an Agreement and Cooperate with the Director of Transportation for the Improvement to Interstate I-71.

LANDS: Mr. Bennett

Ordinance C-80-16 Approve the Plat of Lamplighter Drive extension. Second reading and public hearing.

Ordinance C-81-16 Approve a Special Use Permit for Automotive Services for Integrity Plus Autobody Collision and Specialties, LLC located at 6157 Enterprise Parkway. Second reading and public hearing.

Ordinance C-82-16 Approve a Special Use Permit for Drive-thru's for McDonald's located at 2596 London-Groveport Road. Second reading and public hearing.

Resolution CR-42-16 Amend Resolution CR-66-15 to replace the Development Plan for Hickory Creek Estates located North of Orders and West of Haughn Roads.

ON FILE: Minutes of: 09/19 - Council Meeting; 09/26 – BZA

Date: 08-29-16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Davis
Approved: _____
Emergency: 30 Days: _____
Current Expense: XX

No.: C-72-16
1st Reading: 09/06/16
Public Notice: 09/08/16
2nd Reading: 09/19/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

*postponed
to 10/3*

ORDINANCE C-72-16

AN ORDINANCE TO APPROPRIATE \$128,300.00 FROM THE GENERAL FUND
FOR THE CURRENT EXPENSE OF EXTENDING THE BIKE PATH THAT WILL CONNECT
THE TOWN CENTER AREA WITH FRYER PARK AND THE YMCA SAFELY

WHEREAS, the City of Grove City has approximately 25 miles of paved, well-maintained trails, bicycle routes and bicycle boulevards that provide safe, direct access to the city for walkers, inline skaters and bicyclists; and

WHEREAS, the City has been working on key connections to the City's trail and bike path network including the connection that will link the Town Center Area with Fryer Park and the YMCA; and

WHEREAS, the funding approved herein will pay for the pedestrian and bicycle connection through the Southern Grove subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$128,300.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603157 for the Current Expense of funding the extension of a bike path that will help connect the Town Center Area with Fryer Park and the YMCA.

SECTION 2. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

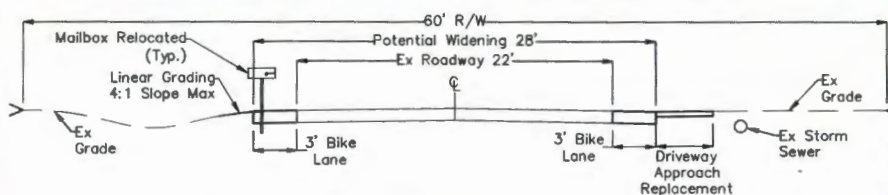
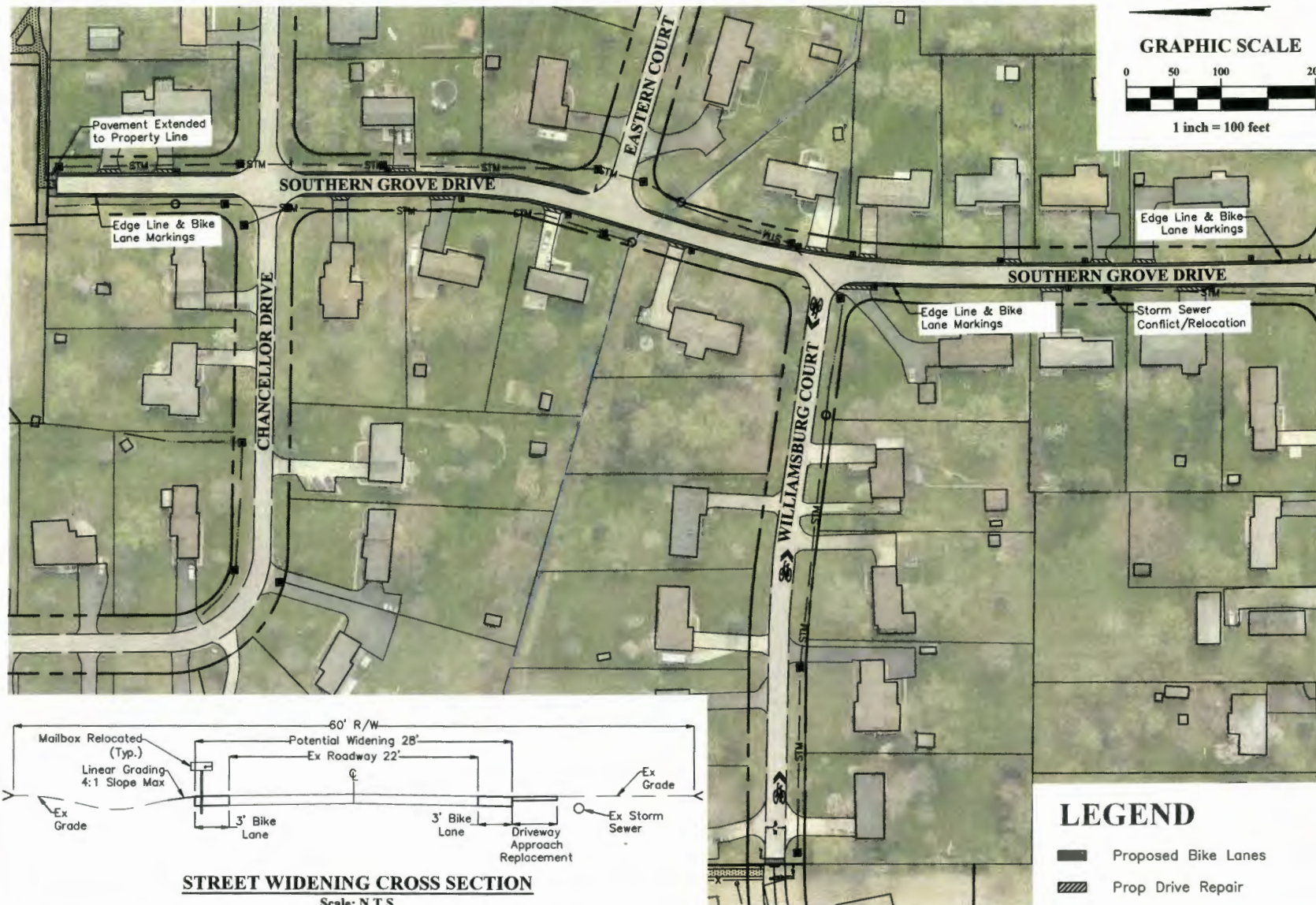
I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury,
or is in the process of collection to pay the
within ordinance.

Michael A. Turner, Director of Finance

C-72-16
Exhibit A



LEGEND

- Proposed Bike Lanes
- Prop Drive Repair

DATE: July 2016
SCALE: 1" = 100'
JOB NO.: 2016-0446

GROVE CITY, FRANKLIN COUNTY, OHIO
EXHIBIT
FOR
BIKE PATH CONNECTIVITY
SOUTHERN GROVE ROADWAY BIKE LANES

EMHIT
Evans, MacSwartz, Hambleton & Titon, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Toll Free: 888.775.5448
emhit.com

EXHIBIT 'A'



FRANKLIN COUNTY ENGINEER
 DEAN C. RINGLE, P.E., P.S.
BIKE PATH CONNECTIVITY PROPOSAL
 SOUTHERN GROVE SUBDIVISION
 JACKSON TOWNSHIP
 AUGUST 02, 2016

LEGEND

ASPHALT DRIVE
 CONCRETE DRIVE
 RIGHT OF WAY
 PROPERTY LINE
 CORP. LINE
 SHARE THE ROAD
 PAVED/POB MARKING
 DESIGNATED BIKE PATH
 THREE BOARD FENCE



EYAFBIT 'B'

BIKE PATH CONNECTIVITY PROPOSAL

SOUTHERN GROVE SUBDIVISION

AUGUST 2, 2016

Category	Spec	Item	Unit	Quantity	Unit Price	Cost
Roadway	202	Pavement Removed (Driveways)	SQYD	338	40 \$	13,520.00
	203	Excavation for Roadway	CUYD	341	44 \$	15,004.00
	204	Subgrade Compaction	SQYD	1556	5 \$	7,780.00
	202	Guard Rail Removed	LF	50	10 \$	500.00
					Sub Total	\$ 36,804.00
Pavement (typ)	252	Full Depth Sawing	LF	2435	2 \$	4,870.00
	135	Aggregate Base	CUYD	135	50 \$	6,750.00
	407	Tack Coat (non Tracking)	Gal	312	4 \$	1,248.00
	301	Asphalt Concrete Base	CUYD	128	142 \$	18,176.00
	411	Asphalt Concrete Intermediate Course	CUYD	45	142 \$	6,390.00
	411	Asphalt Concrete Surface Course	CUYD	45	164 \$	7,380.00
					Sub Total	\$ 44,814.00
Driveways	252	Full Depth Sawing	LF	300	2 \$	600.00
	304	Aggregate Base	CUYD	15	50 \$	750.00
	301	Asphalt Concrete Base	CUYD	15	142 \$	2,130.00
	411	Asphalt Concrete Intermediate Course	CUYD	5.6	142 \$	795.20
	411	Asphalt Concrete Surface Course	CUYD	5.6	164 \$	918.40
	452	Non Reinforced Concrete (Driveways)	SQYD	36	90 \$	3,240.00
					Sub Total	\$ 8,433.60
Culvert (Wall)	503	Excavation for Structure	CUYD	23	50 \$	1,150.00
	511	Concrete Foundation (pour in place)	CUYD	9	700 \$	6,300.00
	511	Concrete for Headwall (pour in place)	CUYD	9	1500 \$	13,500.00
	606	Guard Rail Post	EA	8	100 \$	800.00
	606	Guard Rail	LF	50	16 \$	800.00
					Sub Total	\$ 22,550.00
Drainage	604	Catch Basin Adjust to Grade	EA	1	900 \$	900.00
	604	Catch Basin Remove and Repace	EA	1	1000 \$	1,000.00
					Sub Total	\$ 1,900.00
Side Walk Mod at Orders Intersection	202	Curb Removed	LF	116	8 \$	928.00
	202	Side Walk Removed	SQFT	200	4 \$	800.00
	203	Excavation	CUYD	5	44 \$	220.00
	204	Subgrade Compaction	SQYD	60	5 \$	300.00
	608	Concrete Walk 8 inch	SQFT	638	12 \$	7,656.00
	608	Curb Ramp	EA	3	500 \$	1,500.00
	608	Detectable Warning	SQFT	30	30 \$	900.00
	609	Curb and Gutter , type special 8"	LF	116	20 \$	2,320.00
	605	4 inch pipe underdrain	LF	116	12 \$	1,392.00
	252	Full Depth Sawing	LF	116	2 \$	232.00
	259	Perm Pavement Replacement	CUYD	5	200 \$	1,000.00
	304	Aggregate Base	CUYD	0.55	50 \$	27.50
	301	Asphalt Concrete Base	CUYD	0.55	142 \$	78.10
	411	Asphalt Concrete Intermediate Course	CUYD	0.21	142 \$	29.82
	411	Asphalt Concrete Surface Course	CUYD	0.21	164 \$	34.44
					Sub Total	\$ 17,417.86
Seed & Mulch	653	Top Soil Furnish & place	CUYD	32	100 \$	3,200.00
	659	seed and Mulch	SQYD	1140	2.85 \$	3,249.00
					Sub Total	\$ 6,449.00
Pavement Mark	644	Edge Line	Mile	0.46	4000 \$	1,840.00
	644	Sharrows	EA	3	560 \$	1,680.00
	644	Bicycle Lane Marking	EA	16	560 \$	8,960.00
					Sub Total	\$ 12,480.00
					Grand Total	\$ 150,848.46

\$128,298.46

Date: 09/26/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-85-16
1st Reading: 10/03/16
Public Notice: 10/06/16
2nd Reading: 10/17/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-85-16

AN ORDINANCE TO APPROPRIATE \$4,650,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF DESIGN AND CONSTRUCTION OF A MUNICIPAL FIBER OPTIC NETWORK

WHEREAS, fiber optic networks provide for increase bandwidth and reliability for the transmission of data; and

WHEREAS, the City would become the provider of lit fiber optic services for the public entities in the Southwest corridor of Franklin County; and

WHEREAS, the City has completed a feasibility study to determine the data requirements, benefits, and financial models necessary to begin implementation of the design and construction of a municipal fiber optic network; and

WHEREAS, the City has entered into memorandums of understanding with South-Western City Schools, Jackson Township, and Prairie Township and a letter of intent with the Solid Waste Authority of Central Ohio to share in the service opportunities and cost sharing of a municipal fiber optic network; and

WHEREAS, the City intends to issue debt to reimburse the General Fund for the costs of the municipal fiber optic network.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1: There hereby is appropriated \$4,650,000 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603158 for the current expense of design and construction of a municipal fiber optic network.

SECTION 2: This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 9-13-16
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-78-16
1st Reading: 09/19/16
Public Notice: 09/22/16
2nd Reading: 10/03/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-78-16

AN ORDINANCE TO AUTHORIZE THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A FRANCHISE AGREEMENT WITH LOCAL WASTE SERVICES, LLC FOR SOLID WASTE, RECYCLING AND YARD WASTE COLLECTION, TRANSPORTATION AND DISPOSAL

WHEREAS, the City is in the final year of its garbage and refuse collection franchise issued under Chapter 725 of the Grove City Codified Ordinances; and

WHEREAS, to obtain the lowest price for the residents of the City of Grove City, the garbage and refuse collection franchise was bid jointly with Jackson Township and the Village of Urbancrest; and

WHEREAS, the City of Grove City received two (2) sealed bids for the collection, transportation and disposal of solid waste, recycling and yard waste material as outlined in Chapter 725 of the Codified Ordinances of the City of Grove City, Ohio; and

WHEREAS, Local Waste Services, LLC ("Local Waste") was the lowest, best and most responsive bid for a period of five (5) years commencing January 1, 2017 through December 31, 2021; and

WHEREAS, as part of the Local Waste bid, each residence will receive one (1) sixty-five (65) gallon recycling cart; and

WHEREAS, a review of the central Ohio market shows that recycling volumes per household increase with the larger recycling carts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Director of Public Service is hereby authorized to enter into a five (5) year Franchise Agreement with Local Waste Services, LLC for the purpose of collection, transportation and disposal of solid waste, recycling and yard waste material, as attached hereto as "Exhibit A".

SECTION 2. This Ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-78-16

Exh. b. + "A"

**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 GROVE CITY,
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 Grove City, Ohio (the "Collection Agreement") entered into this ____ day of _____, 2016, is by and between the City of Grove City, Ohio ("City"), with its offices located at 4035 Broadway, Grove City, Ohio, 43123, and Local Waste Services ("Collection Contractor"), a Limited Liability Company with an office located at 1300 South Columbus Airport Road, Columbus, Ohio 43207.

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 24, 2016 and on May 31, 2016, the City as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2016 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 the July 26, 2016 official opening of the bids by the 2016 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. ("Recycling Services Provider") to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue,

Columbus, Ohio; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; 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 A 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 B, 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. 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 Agreement shall be for five (5) years, beginning on January 1, 2017 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; (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; and (e) 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 D, F, and G, 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, City 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, Recyclable Materials and Yard Waste collected by the Collection Contractor and delivered to the City Designated Facilities. The charge by the City Facilities shall be limited to the not-to-exceed prices guaranteed pursuant to the City's Recycling Agreement (\$20.00 per ton), 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. Source-Separated Recyclable Materials and Source-Separated Yard Waste shall not be delivered to any landfill. Source-Separated Recyclable Materials and Source-Separated Yard Waste shall not be commingled with Solid Waste by the Collection Contractor and delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.
- 3.2 Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. 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 texting 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 Recyclable Materials Collection Containers.** The Collection Contractor shall provide each Residential Unit with one (1) sixty-five (65) gallon wheeled collection container for Recyclable Materials at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. If a Residential Unit requests a smaller or larger Recyclable Materials collection container at any time after the initial delivery of a sixty-five (65) gallon collection container, the Contractor shall provide such smaller or larger collection container upon request at no additional charge to the Residential Unit. The Collection Contractor is only obligated to exchange a Residential Unit's collection container for a smaller or larger collection container one time per calendar year.

The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily

identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials.

The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional 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 A. 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 their own collection containers for 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 collection containers to Residents at the price stated on Exhibit A. 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 Contractor-provided collection container(s) at the price and in the manner stated on Exhibit A.

Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of 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.** Solid Waste shall include, and the Collection Contractor shall collect, 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. The Collection Contractor shall collect such items without additional charge. All 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 A.

- 3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection of construction and demolition debris to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor must include such limitation in the Resident obligation notice mailed to Residents of the City.
- 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 or days 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.
- 3.12 Collection at Municipal Facilities and Special Events.** The Collection Contractor shall provide Collection Services at Municipal Facilities and during Special Events in accordance with the terms and conditions as included on the attached Exhibit E. Additional Collection Services may be requested by the City at the price indicated on Exhibit A. Unless otherwise agreed to in writing, no additional fees shall be charged to the City for the Collection Services included on Exhibit E, notwithstanding the volume or nature of the Solid Waste, Recyclable Materials or Yard Waste 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 E 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.

ARTICLE IV — COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1 Collection Routes and Day of Collection.** On or before November 15, 2016, 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) confirm the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City (collection

of Residential Solid Waste, Recyclable Materials and Yard Waste shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the City.) The Collection Contractor shall not change the day or days 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.
- 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 two times per year 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 **NOVEMBER 15, 2016**. Subsequent notices shall be submitted to the City for approval not later than twenty (20) days prior to mailing to the Residential Units.
- 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 Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit A. 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 quarterly 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. Any damaged or broken Collection Contractor-provided collection containers shall be 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.** Upon request, 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.

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 hundred and fifty thousand dollars (\$250,000.00)**. 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 G, 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, 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 Council, 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'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 or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste or Yard Waste.

ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 6.1 **Contractor to Bill and Obtain Payment of Service Charges From Residential Units as Agent of the City.** As authorized by Section 3707.43 of the Ohio Revised Code, the Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Contractor under this Agreement on a quarterly basis on behalf of the City. Such Service Charges shall include all related collection, disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form attached as Exhibit A. In the event the Contractor provides any Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item.

All fees for Collection Services collected by the Collection Contractor as the agent of the City shall be placed into and held in a separate and distinct account to the credit of the City, or shall otherwise conform to the City ordinances or the Billing Policy for the City of Grove City submitted with the Collection Contractor's bid. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate City official is obtained. Within five (5) to (7) days after the close of each calendar quarter, the Collection Contractor shall seek approval of **Public Service Director** to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above City official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the City within three (3) business days.

- 6.2 **Deductions from Collection Contractor's Invoice.** 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. In addition, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, up to one hundred dollars (\$100.00) for each violation of the terms and conditions of the Collection Services Agreement committed in the course of performing Collection Services for the City.

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 Collection Contractor. 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 Collection Contractor that Collection Services are not required at the unoccupied or vacant Residential Unit. The Collection Contractor shall not invoice the Owner 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 at the request of the City or the Collection Contractor, 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 in the per household generation of separated Recyclable Materials or Yard Waste, the Collection Contractor and the City in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City and its Residents and may provide for additional benefits for the City.

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 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 July 25, 2016 (the Monday preceding the Bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA"). The base price is \$2.41 per gallon.

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.

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

If the Collection Contractor utilizes vehicles powered by compressed natural gas (CNG), the Collection Contractor shall not automatically be eligible for the fuel price adjustment, but may apply for an adjustment upon providing proof of the percentage of the Collection Contractor's fleet that is diesel versus CNG.

- 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 at the City Designated Recycling Services and 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 $\div$ 12

For Recyclable Materials Processing: $(1/3)$ (per ton price difference) $\div$ 12

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

- 6.7 Data Collection and Quarterly 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. 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 not less often than a quarterly basis.

The Collection Contractor shall also utilize the Re-TRACT™ data management system and report volumes 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 make such data available to the City or to SWACO in the manner and frequency as requested by either party.

- 6.8 Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty-two (62) 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 A. 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 Rick Cattran, Managing Partner, and to the City, attention Public Service Director 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.
- 8.8 **Unresolved Findings for Recovery.** The Contractor warrants that as of the date of Contractor's execution of this Agreement, the Contractor has no unresolved findings for recovery as issued by the Auditor of State pursuant to Section 9.24 of the Ohio Revised Code.

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 GROVE CITY, 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.

(SEAL)

(Signature)

ATTEST:

(Printed Name)

(Notary Signature)

(Title)

(Printed Name)

(Street Address)

(City/State/Zip)

EXHIBIT A – BID FORMS – PART I

	Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials – three year term with two option years (1/1/17 – 12/31/19; 2020, 2021 at sole option of each Participating Community)	Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials – five year term (1/1/17 – 12/31/21)	Day or Day(s) of the Week of Collection
STATUS QUO BID*	 \$ 13.45 (2017-2019) \$ 13.65 (2020) \$ 13.85 (2021) 	 \$ 13.45 (2017 – 2021) 	SEE EXHIBIT E FOR EACH PARTICIPATING COMMUNITY
WHEELED RECYCLABLE MATERIALS COLLECTION CONTAINER BID**	 \$ 14.45 (2017-2019) \$ 14.65 (2020) \$ 14.85 (2021) 	\$ 14.45 (2017 – 2021)	Grove City: Mon - Fri Jackson Township: Mon - Fri Urbancrest: Tuesday
CONTRACTOR-DESIGNED BID*** * one (1) 95 gal. waste cart * one (1) 65 gal. recycling cart to each resident	 \$ 15.45 (2017-2019) \$ 15.65 (2020) \$ 15.85 (2021) 	 \$ 15.45 (2017 – 2021) 	Grove City: Mon - Fri Jackson Township: Mon - Fri Urbancrest: Tuesday

EXHIBIT A – BID FORMS – PART I

* The **“STATUS QUO BID”** is described as follows: Each Residential Unit must be supplied with one (or two at the option of an individual Resident) 18 gallon lidded Recyclable Materials collection container. All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited, and shall include collection of Bulk Items on each regularly scheduled collection day from the usual point of pickup, without the Resident having to call ahead. The City of Grove City’s five (5) day per week collection schedule shall be maintained, as described on Exhibit E; Jackson Township’s five (5) day per week collection schedule (in conjunction with the City of Grove City’s collection schedule) shall be maintained, as described on Exhibit E; and the Village of Urbancrest’s collection day of Tuesday for all materials shall be maintained, as described on Exhibit E.

** The **“WHEELED RECYCLABLE MATERIALS COLLECTION CONTAINER BID”** is described as follows: Each Residential Unit must be supplied with one 64 gallon or larger wheeled Recyclable Materials collection container. All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited, and shall include collection of Bulk Items on each regularly scheduled collection day from the usual point of pickup, without the Resident having to call ahead. The Collection Contractor may propose a collection schedule that is the same or different from the current collection schedule, provided that all three materials (Solid Waste, Recyclable Materials, and Yard Waste) are collected from each Residential Unit on the same day of service.

*** The **“CONTRACTOR-DESIGNED BID”** is described as follows: The Contractor may design and submit a bid of their own choosing, provided that the Contractor submits sufficient information regarding the proposed method of collection; provision or non-provision of collection containers; and the proposed collection schedule for each Participating Community. In order to be considered, at a minimum the Contractor-Designed Bid must include weekly collection of Solid Waste, and regular collection of Recyclable Materials and Yard Waste.

BID FORM FOR ADDITIONAL COLLECTION SERVICES – PART II

MANDATORY SERVICES

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

Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services	\$ 1.50
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ 1.50
Per Residential Unit per month surcharge for performing Carry-Out Collection Services ¹	\$ 25.00
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ 75.00
Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ 100.00
Provision of and each per pull charge for an additional container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ 150.00
Provision of and each per pull charge for an additional container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ 199.00

¹ The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).

Per pull charge for each additional pull of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>350.00</u>
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>400.00</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>450.00</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>3.50</u> (96) \$ <u>3.50</u> (64) \$ <u>3.50</u> (32)
Per Residential Unit per month surcharge for the Purchase of 96 gal., 64 gal., and 32 gal. Solid Waste or Recyclable Materials Collection Containers, amortized monthly over the length of the Agreement; may be purchased by either individual Residential Units <u>or</u> a City/Township/Village ³	\$ <u>200.00</u> (96) \$ <u>200.00</u> (64) \$ <u>200.00</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>250.00</u> + \$10.00 per yard

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** of collection containers that an individual Resident or City/Township/Village may request **in addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.



localwasteservices.com

LOCAL WASTE SERVICES, LTD.

1300 S. Columbus Airport Rd. Columbus, OH 43207

614-409-9375 / 740-756-7156

Billing Policy – City of Grove City

Local Waste Services billing policy consists of four (4) quarterly bills sent to all customers at the beginning of each quarter. All customers remaining unpaid after 45 days will receive a reminder letter pertaining to their past due balance. LWS will assess a \$3.00 fee for any past due letter issued. After 75 days any remaining unpaid accounts will be revived to ensure correct owner of record and will be sent a certified letter pertaining to their past due balance and possible fines by the city/ township. The customer will also be assessed a \$15.00 fee for the issuance of this certified letter. Any customers who have balances remaining after 105 days will be compiled on a list that will be sent to the city/ township and paid for in full by the city/ township within 30 days of the invoice date.

Please see the following example:

- 2nd Quarter billed April 1, 2016 for services in April, May, and June.
- Payment is due May 15th, 2016 or a late fee of \$3.00 is assessed.
- May 15th, 2016 a past due reminder is generated.
- June 15th, 2016 any remaining unpaid customers will be sent a certified letter and assessed a \$15.00 fee.
- July 15th, 2016 a list of unpaid customers will be sent to the city/ township to be paid in full by the city/ township.

Please note that late notifications are at the discretion of the city/ township, however, Local Waste Services feels it greatly reduces the amount of customers who become delinquent. Competitive rates provided by LWS are based on nearly 100% community participation.

Local Waste Services has the ability to modify any billing policies and procedures to meet customer and contractor needs.

EXHIBIT B

Defined Terms

2016 Solid Waste 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 Recycling Services and the Collection Services, including: the City of Grove City, Jackson Township, and the Village of Urbancrest.

Bid Bond: a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services or 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 Recycling Services or 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 Recycling Services or the Collection Services and related services.

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

Bulk Item: 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. "Bulk Item" does not include voluminous amounts of household Solid Waste abandoned by a Resident or as part of a judicial set-out request.

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

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

City, Village or Township-Designated Facilities: the facilities where all City, Village 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, the facility owned or operated by the Successful Bidder for the Recycling Services, or any other facility designated by a City, Village 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, Village 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, Village 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 a City, Village or Township.

Curbside: a single point of pick-up for the collection of Solid Waste, Recyclable Materials or Yard Waste at the concrete edging to the street at a Residential Unit; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by a City, Village 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 Recycling Services or Collection Services.

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.

Invitations to Bid: the request of the Participating Communities to secure the Recycling Services and Collection Services.

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

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.

Municipal Facilities: City, Village 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 Recycling Services Contractor or the Collection Contractor to provide the Recycling Services or 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, Village or 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, Village or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Community or Participating 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 Grove City, Jackson Township, and the Village of Urbancrest.

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

Recyclable Materials or Recyclables: Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials are identified in SWACO's Solid Waste Management Plan and include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7), wood packaging and pallets, lead-acid batteries, major appliances, electronic devices and Yard Waste.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the City, Village or Township-Designated Facility.

Recycling Services Agreement, Recycling Agreement, or Agreement: agreement establishing

where all Source-Separated Recyclable Materials shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

Recycling Services Contractor: the individual or entity selected by a City, Village or Township to process Recyclable Materials generated at Residential Units, Municipal Facilities and during Special Events within a City, Village or Township.

Recycling Services Contractor Charge or Payment: The per ton charge or payment (measured on a per ton basis or fraction thereof) charged or paid by the Recycling Services Contractor to the Collection Contractor for Recyclable Materials delivered to the Recyclable Materials Designated Facility by the Collection Contractor.

Required Services: collectively, the Recycling Services and Collection Services.

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, Village or Township.

Service Charges: the fee charged by the Collection Contractor to an Owner or to a City, Village or 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; does not include electronic waste or e-waste as defined in SWACO's District Rules.

Source-Separated Yard Waste: Yard Waste that has not been comingled with other Solid Waste,

and has been set out separately at the location where such materials are generated for the purpose of composting.

Special Events: services provided to Municipal Facilities and during City, Village 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, Village 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 Recycling Services or the Collection Services, receiving a final Notice of Award.

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: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than one-quarter inch in diameter, and similar material.

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

EXHIBIT C

Implementation Plan Forms

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

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

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show LOCAL WASTE SERVICES, LTD, an Ohio Limited Liability Company, Registration Number 1066048, was organized within the State of Ohio on March 15, 1999, is currently in FULL FORCE AND EFFECT upon the records of this office.



Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 13th day of July, A.D. 2016.

Jon Husted

Ohio Secretary of State

Validation Number: 201619502956



localwasteservices.com

LOCAL WASTE SERVICES, LTD.

1300 S. Columbus Airport Rd. Columbus, OH 43207

614-409-9375 / 740-756-7156

Employee Contact List

The most critical element to providing excellent service is the ability to attract and maintain reliable drivers and loaders. Local Waste Services offers excellent wages, paid premium health insurance, vacations and other benefits; which have enabled us to attract and keep experienced, reliable personnel.

Key Team Members	Position	Years of Experience
Rick Cattran	Managing Member	26
Justin Cattran	HR Manager / Operations	6
Bob Queen	Safety Manager	32
Steve Clay	Route Supervisor	19
John Sheerin	Operations Supervisor	25
Shane Shaw	Maintenance Manager	21

Local Waste Services provides many forms of communication both online and phone line. General company, along with individual contact information is provided online at: localwasteservices.com/contact. Our office telephone system records any messages that occur after office hours.

Emergency Contact	Position	Contact Phone
John Sheerin	Operations Supervisor	614-517-4283
Steve Clay	Route Supervisor	614-348-0747
Bob Queen	Safety Manager	740-281-8357



localwasteservices.com

LOCAL WASTE SERVICES, LTD.

1300 S. Columbus Airport Rd. Columbus, OH 43207

614-409-9375 / 740-756-7156

Company Legal Name & Status

Local Waste Services, Ltd.
1300 South Columbus Airport Road
Franklin County
Columbus, Ohio 43207

Local Waste Services is operating as a limited liability company.

Official company address and location of offices, customer service, maintenance and all company functions:

1300 South Columbus Airport Road
Columbus, Ohio 43207

p. 614-409-9375 / 740-756-7156 / 844-LWS-1999

f. 614-409-9376

e. info@localwasteservices.com

localwasteservices.com

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/Village 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 _____, 201__, 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/Village-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 _____, 201__, 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)

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 E

City of Grove City, Ohio

Number of Residential Units: approximately 12,050

Approximate annual volume (all figures combined with Jackson Township):

Solid Waste = 15,225 tons

Recyclable Materials = 2,178 tons

Yard Waste = 2,167 tons

Current Collection Day(s): 5 days per week, see attached route map

Municipal Facilities and Special Events requiring service:

The Contractor shall provide permanent collection containers to the City at the following locations at no additional charge to the City:

- City Hall (4035 Broadway): two 96-gallon Solid Waste collection containers; three 96-gallon Recyclable Materials collection containers
- Service Complex (3262 Ventura Blvd.): three 8-cubic yard Solid Waste dumpsters; one 8-cubic yard dumpster, rear load, for Yard Waste; one 20-yard Solid Waste roll-off (emptied 4 times per month, depending on season)
- Safety Complex (3360 Park St.): one 8-cubic yard Solid Waste dumpster; three 96-gallon Recyclable Materials collection containers
- Big Splash (2831 Southwest Blvd.): one 8-cubic yard Solid Waste dumpster; one 8-cubic yard rear load dumpster for Recyclable Materials (note – this is a seasonal facility, and services are required from approximately early April through mid-October, emptied 2 times per week)
- Evans Center (4330 Dudley Ave.): one 64-gallon Recyclable Materials collection container
- Gantz Barn (2259 Home Rd.): one 96-gallon Recyclable Materials collection container
- Gantz Farmhouse (2255 Home Rd.): one 96-gallon Recyclable Materials collection container
- Fryer House (3899 Orders Rd.): one 96-gallon Solid Waste collection container; one 96-gallon Recyclable Materials collection container
- Kingston Center (3226 Kingston Ave.): one 8-cubic yard Solid Waste dumpster; one 96-gallon Recyclable Materials collection container

The Contractor shall collect all Solid Waste, Recyclable Materials and Yard Waste deposited in the collection containers provided by the Contractor once per week or as otherwise indicated above, unless additional collections are necessary at the discretion of the City, at no additional charge to the City. The exact number, size and location of the above collection containers may be modified within reason at the request of the City, with agreement by Contractor.

Upon request of the City for Special Events, the Contractor shall provide two (2) open top roll-off containers of up to twenty (20) yards capacity for Solid Waste, and two (2) 8-cubic yard containers for Recyclable Materials, inclusive of disposal and processing at no additional charge, up to eight (8) times per year, upon two (2) weeks prior written notice. The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any Municipal Facility upon request, inclusive of disposal charge, up to five (5) pulls per year.

Additional collection containers and pulls may be requested at the price, if any, indicated on the Bid Form.

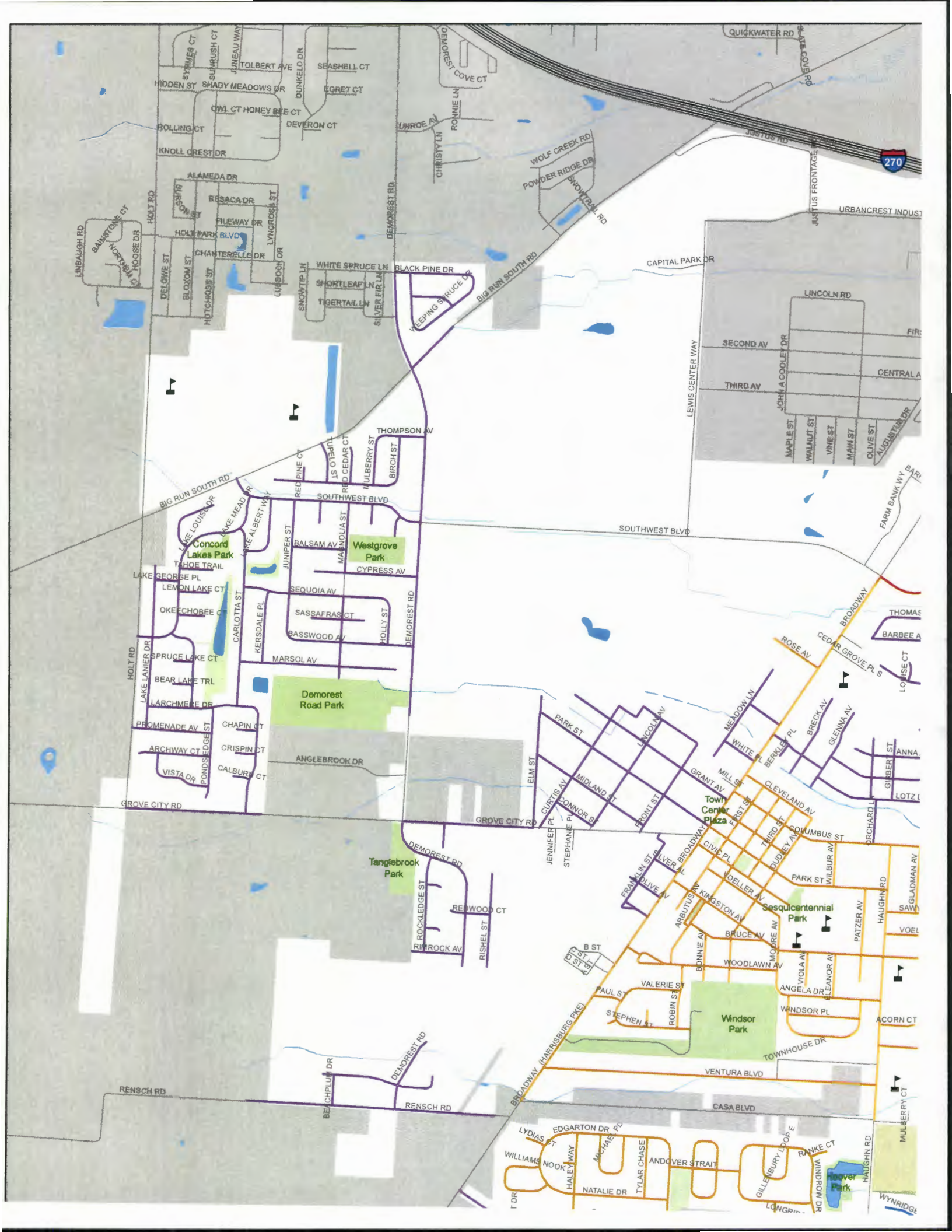


EXHIBIT F

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.
Workers' Compensation	Statutory limits – see Exhibit G



LOCAL-1

OP ID: MC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2015

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 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 Hosket & Ulen Insurance 555 Metro Place North Ste 200 Dublin, OH 43017 Hosket & Ulen Insurance		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
INSURED Local Waste Services, LTD PO Box 359 Groveport, OH 43125		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company		NAIC # 10677
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☒ LOC		EPP0203858	07/26/2013	07/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		EPP0203858	07/26/2013	07/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0		EPP0203858	07/26/2013	07/26/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		EPP0203858 OH STOP GAP	07/26/2013	07/26/2016	WC STATUTORY LIMITS ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Vehicle Phys Damage		EPP0203858	07/26/2013	07/26/2016	Phys Dam 275,000 Ded 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Local Waste Services, LTD
1300 S. Columbus Airport Rd.
Columbus, OH 43207

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

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EXHIBIT G

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/Village on a going-forward basis as Certificates expire.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

1286579-0

**LOCAL WASTE SERVICES
1300 S COLUMBUS AIRPORT RD
COLUMBUS, OH 43207-4379**

Period specified below

**07/01/2016 through
06/30/2017**

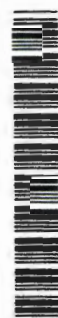


www.bwc.ohio.gov

Issued by:


Acting Administrator/CEO

You can reproduce this certificate as needed.



Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation

Date: 09/13/16
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-79-16
1st Reading: 09/19/16
Public Notice: 09/23/16
2nd Reading: 10/03/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-79-16

AN ORDINANCE TO AUTHORIZE THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. FOR ACCEPTANCE AND PROCESSING OF RECYCLABLE MATERIALS

WHEREAS, the City is in the final year of its garbage and refuse collection franchise issued under Chapter 725 of the Grove City Codified Ordinances; and

WHEREAS, in addition to garbage and refuse collection, the City also bid for the acceptance and processing of recyclable materials; and

WHEREAS, the terms of this agreements mirror that of the collection agreement with Local Waste Services, LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Director of Public Service is hereby authorized to enter into a five (5) year Agreement with Rumpke of Ohio, Inc. for the purpose of accepting and processing recyclable materials, as attached hereto as "Exhibit A".

SECTION 2. This Ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-79-16
EXHIBIT "A"

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

THIS AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City of Grove City, State of Ohio ("Agreement" or "Recycling Services Agreement") entered into this ____ day of _____ 2016, is by and between Grove City, Ohio (the "City"), with its offices located at 4035 Broadway, Grove City, Ohio, 43123, and Rumpke of Ohio, Inc. (the "Recycling Services Contractor"), a Corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio, 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, Grove 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, if any, located within the City from a single Recycling Services Contractor on an exclusive basis ("Recycling Services"); and

WHEREAS, on May 24, 2016 and on May 31, 2016, the City, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2016 Solid Waste Consortium"), invited through public advertisement qualified bidders to submit bids to provide Recycling Services on the terms and conditions contained herein; and

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

WHEREAS, the Recycling Services Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units, 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 Recycling Services Contractor's Bid, the City shall require that the Collection Contractor deliver all Recyclable Materials to the Recycling Services Contractor's Designated Facility for processing by the Recycling Services Contractor; and

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

WHEREAS, pursuant to the Collection Agreement, the Collection Contractor will make or accept payments, if any, on behalf of the City from the Recycling Services Contractor for the acceptance and processing of Recyclable Materials in such amounts as provided in the Bid Form attached hereto as Exhibit A and incorporated herein by reference; and

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

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 B, which is attached and incorporated.

ARTICLE II - TERM

- 2.1 **Term.** The term of this Agreement shall be for five (5) years, beginning on January 1, 2017, and terminating on December 31, 2021.
- 2.2 **Termination.** The City may terminate this Recycling Services Agreement at any time for any reason or for no reason by giving the Recycling Services Contractor at least 90 days' prior written notice.

ARTICLE III – CONTRACTOR'S OBLIGATIONS

- 3.1 **Recycling Services.** The Recycling Services 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 Designated Facility by the City's Collection Contractor, the City, or its Residents during the term of this Agreement. The Recycling Services 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 Recycling Services Contractor agrees that it shall charge twenty dollars (\$20.00) per ton or pay to the Collection Contractor a price in accordance with the amount provided on Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Designated Facility by Collection Contractor, the City, or its Residents ("Recycling Services Contractor Charge or Payment"). The Recycling Services Contractor shall charge or pay the Recycling Services Contractor Charge or Payment, or any other agreed upon amounts, to the Collection Contractor in accordance with the Recycling Services Contractor's standard policy or upon such other basis as the Recycling Services Contractor and the Collection Contractor shall mutually agree, with approval by the City.
- 3.3 **Recyclable Materials.** The Recycling Services Contractor shall accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials, including all materials identified by the Recycling Services Contractor on Exhibit A. 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 Recycling Services Contractor shall accept and process for recycling not less than seven (7) Recyclable Materials. The Recycling Services Contractor shall advise the City of any request to alter the list of Source-Separated Recyclable Materials accepted and processed by the Recycling Services Contractor as identified by the Recycling Services Contractor on Exhibit A, 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 Recycling Services Contractor shall furnish and maintain for the term of this Agreement, a Performance Bond, substantially in the form as attached hereto and incorporated herein as Exhibit C, 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).
- 3.5 **Performance Assurance.** The Recycling Services 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 Recycling Services 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 Recycling Services Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Recycling Services Contractor that the Recycling Services Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the Recycling Services Contractor shall submit to the City its written response. In the event that the City, in good faith, does not agree that the Recycling Services 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 Recycling Services 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 Recycling Services Contractor shall immediately notify the City of any problem or dispute, including payment, which the Recycling Services Contractor has with a Collection Contractor. The Recycling Services Contractor shall not refuse to accept any Recyclable Materials collected from within the City delivered by a 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 Recycling Services Contractor shall save, indemnify and hold the City, its council members, 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 Recycling Services Contractor's negligence or willful misconduct relating to the operation of the Facility, including the processing of Recyclable Materials within said Facility. Any City Indemnitee shall promptly notify Recycling Services Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Recycling Services Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Recycling Services Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.
- 3.8 **Employment Practices.** The Recycling Services Contractor agrees that the Recycling Services 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 Recycling Services Contractor agrees that it will provide the Recycling Services and operate and maintain its Designated Facility in strict compliance with all 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, which may apply to the performance of the Recycling Services.
- 3.10 **Volume of Generation.** The Recycling Services Contractor acknowledges that Grove City makes no commitment that any specific amount of Recyclable Materials will be available for processing.

- 3.11 **Records Inspection.** The Recycling Services Contractor shall permit representatives of the City, at the City's sole expense, to inspect and obtain copies of Recyclable Materials log sheets, weight tickets or gate receipts that are maintained by the Designated Facility for incoming and outgoing Recyclable Materials and residual Solid Waste attributable to the City. Any such inspection or copying requested by the City shall be conducted during the Designated Facility's normal business hours and the City shall give the Recycling Services Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the City requests copies of log sheets, weight tickets or gate receipts, the Recycling Services Contractor agrees to make such copies available to the City within a reasonable time, and may charge the District no more than ten cents (\$0.10) per page for providing the copies.

ARTICLE IV – MISCELLANEOUS

- 4.1 **Bid Forms.** The Bid Form attached as Exhibit A 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, attached Exhibits A, B, and C, and the Bid Documents represent the entire agreement of the parties and supersedes all other prior written or oral understandings. In the event of any conflict between the Bid Documents and a provision of this Agreement, this Agreement shall control. 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 Recycling Services Contractor, attention William J. Rumpke, Jr., and to the City, attention Public Services Director, 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 Recycling Services Contractor arising out of a breach of this Agreement by the City or the Recycling Services Contractor shall be effective unless in writing signed by the City and the Recycling Services 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 Recycling Services Contractor may not assign this Agreement or any of the Recycling Services 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 Recycling Services Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the City and the Recycling Services Contractor and not for the benefit of any other party.
- 4.9 **Unresolved Findings for Recovery.** The Recycling Services Contractor warrants that as of the date of execution of this Recycling Services Agreement, the Contractor has no unresolved findings for recovery as issued by the Auditor of State pursuant to Section 9.24 of the Ohio Revised Code.

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

(SEAL)

ATTEST:

THE CITY OF GROVE CITY, STATE OF OHIO:

(Notary Signature)

(Signature)

(Printed Name)

(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

BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS

Three Years (with possible +1, +1 year extension)	Five Years
Per ton bid price for processing of Recyclable Materials*	Per ton bid price for processing of Recyclable Materials*
2017-2019 \$ <u>20.00</u> 2020 \$ <u>20.00</u> 2021 \$ <u>20.00</u>	2017-2021 \$ <u>20.00</u>

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

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

Bids for Processing of Recyclable Materials are due by 3:30 p.m. on June 30, 2016, at SWACO's Administrative Building, 4239 London-Groveport Road, Grove City, Ohio, 43123.

****Collection contractor will be invoiced the above quoted \$20.00 per ton processing fee on each ton of recyclables delivered for processing under this contract. Attached is a proposed revenue sharing arrangement for 2016 Consortium participants.**



Waste & Recycling Services

2016 CONSORTIUM COMPENSATION PROPOSAL AS INCENTIVE TO SHARE RECYCLABLE MATERIALS REVENUES WITH PARTICIPATING COMMUNITIES

Rumpke of Ohio, Inc. is pleased to submit a bid to accept and process recyclable materials at Rumpke's Columbus Materials Recovery Facility (MRF) Fields Avenue that will be generated and collected from the 2016 Consortium participants in Franklin County.

The Rumpke bid includes an alternative revenue-sharing arrangement for the Consortium participants that is tied into trackable pricing from recycling industry publications. This provides transparency and clarity in determining recyclable commodity values. With the Rumpke revenue sharing formula in place, Consortium participants will receive compensation for the sale of recyclable materials if commodity pricing increases (in the aggregate calculation) exceed the benchmark as outlined in the Rumpke proposal described below.

KEY COMPONENTS TO THE RUMPKE REVENUE SHARING PROPOSAL

- Shared Revenue - The Rumpke revenue sharing arrangement provides a 50/50 split when the average selling price per ton exceeds the \$130.00 per ton benchmark price for sorting, quality control, baling and loading. There is equity in the arrangement because Consortium participants can be assured of a revenue sharing program if recyclable commodities exceed the established benchmark built into the formula provided below.
- Pricing Tied into Industry Publications - Rumpke will use the Pulp & Paper Index/Official Board Markets, first issue of the month, to track fiber pricing and the Secondary Materials Pricing Index, first use of record of the month to track container pricing. Rumpke will provide copies of these publications for Consortium participants to track.
- Percentage Allocation of Commodities - Allocations on recyclable commodity percentages outlined in the Rumpke revenue formula are based on current audits conducted on curbside routes in Ohio and accurately represent what residents are placing in curbside containers for recycling.

Participating communities in the 2016 Consortium will have their recyclable materials processed at one of the most efficient recycling facilities in the Midwest and can be assured that their recyclables are going to established end markets for reuse.

2016 CONSORTIUM REVENUE SHARING FORMULA

<i>Commodity Type</i>	<i>Allocation %</i>	<i>Index Price Formula</i>
NEWS - ONP	33.62%	PPI/OBM-Chicago High
OCC	15.21%	PPI/OBM-Chicago High
MIXED PAPER	16.76%	PPI/OBM-Chicago High
STEEL CANS (densified)	2.12%	SMP Chicago Average
ALUMINUM CANS (baled)	1.35%	SMP Chicago Average
HDPE COMBO	2.24%	SMP Chicago Average
PETE	3.59%	SMP Chicago Average
3 - 7 PLASTICS	1.52%	Actual Price Received
ASEPTIC	0.06%	Actual Price Received
MIXED GLASS	13.14%	SMP Chicago Average
TRASH	10.39%	Disposal Rate
TOTAL	100%	

Fiber Pricing - PPI Pulp & Paper Week/Official Board Markets (OBM)

Container Pricing - Secondary Materials Pricing (SMP)

EXHIBIT B

Defined Terms

2016 Solid Waste 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 Recycling Services and the Collection Services, including: the City of Grove City, Jackson Township, and the Village of Urbancrest.

Bid Bond: a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services or 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 Recycling Services or 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 Recycling Services or the Collection Services and related services.

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

Bulk Item: 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. "Bulk Item" does not include voluminous amounts of household Solid Waste abandoned by a Resident or as part of a judicial set-out request.

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

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

City, Village or Township-Designated Facilities: the facilities where all City, Village 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, the facility owned or operated by the Successful Bidder for the Recycling Services, or any other facility designated by a City, Village 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, Village 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, Village 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 a City, Village or Township.

Curbside: a single point of pick-up for the collection of Solid Waste, Recyclable Materials or Yard Waste at the concrete edging to the street at a Residential Unit; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by a City, Village 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 Recycling Services or Collection Services.

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.

Invitations to Bid: the request of the Participating Communities to secure the Recycling Services and Collection Services.

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

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.

Municipal Facilities: City, Village 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 Recycling Services Contractor or the Collection Contractor to provide the Recycling Services or 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, Village or 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, Village or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Community or Participating 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 Grove City, Jackson Township, and the Village of Urbancrest.

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

Recyclable Materials or Recyclables: Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials are identified in SWACO's Solid Waste Management Plan and include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7), wood packaging and pallets, lead-acid batteries, major appliances, electronic devices and Yard Waste.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the City, Village or Township-Designated Facility.

Recycling Services Agreement, Recycling Agreement, or Agreement: agreement establishing

where all Source-Separated Recyclable Materials shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

Recycling Services Contractor: the individual or entity selected by a City, Village or Township to process Recyclable Materials generated at Residential Units, Municipal Facilities and during Special Events within a City, Village or Township.

Recycling Services Contractor Charge or Payment: The per ton charge or payment (measured on a per ton basis or fraction thereof) charged or paid by the Recycling Services Contractor to the Collection Contractor for Recyclable Materials delivered to the Recyclable Materials Designated Facility by the Collection Contractor.

Required Services: collectively, the Recycling Services and Collection Services.

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, Village or Township.

Service Charges: the fee charged by the Collection Contractor to an Owner or to a City, Village or 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; does not include electronic waste or e-waste as defined in SWACO's District Rules.

Source-Separated Yard Waste: Yard Waste that has not been comingled with other Solid Waste,

and has been set out separately at the location where such materials are generated for the purpose of composting.

Special Events: services provided to Municipal Facilities and during City, Village 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, Village 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 Recycling Services or the Collection Services, receiving a final Notice of Award.

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: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than one-quarter inch in diameter, and similar material.

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

EXHIBIT C

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/Village 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 _____, 201__, 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 _____, 201__, 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)

Date: 08/25/2016
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: CR-60-16
1st Reading: 10/03/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-60-16

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT AND COOPERATE WITH THE DIRECTOR OF TRANSPORTATION FOR THE IMPROVEMENT TO INTERSTATE I-71

WHEREAS, the State has identified the need for and proposes the improvement of a portion of the public highway which is described as follows:

This project proposes to provide collector-distributor lanes on southbound I-71, from just south of White road to just north of Dyer Road.

The portion of highway within the municipal corporation limits being hereinafter referred to as the improvement; and

WHEREAS, the Director of Transportation further desires cooperation from the City in the planning, design and construction of said improvement.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Director of Transportation hereby requests the cooperation of the City of Grove City, Ohio in the cost of the above-described improvement as follows:

The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction to the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director.

ODOT agrees to assume and bear the costs of engineering, right-of-way, and construction by administering Federal and State funds for this project.

Consent is hereby given by the City for the above improvement and the City further agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement, as determined by the State and the Federal Highway Administration.

SECTION 2. The City agrees that all right-of-way required for the described project will be acquired by ODOT and/or made available in accordance with current State and Federal regulations. Right-of-way costs include eligible utility costs. ODOT agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION 3. Upon completion of the project, and unless otherwise agreed, ODOT shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial resources, as necessary, for the maintenance of the project; (3) maintain the right-of-way, keeping it free of obstructions, and (4) both Grove City and ODOT will hold said right-of-way inviolate for public highway purposes.

SECTION 4. This resolution shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest :

Tami K. Kelly, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen j. Smith, Director of Law

Date: 09/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-80-16
1st Reading: 09/19/16
Public Notice: 9/22/16
2nd Reading: 10/03/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-80-16

AN ORDINANCE TO ACCEPT THE PLAT OF LAMPLIGHTER DRIVE EXTENSION

WHEREAS, the extension of Lamplighter Drive, has been submitted to Council for their consideration.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Plat of the extension of Lamplighter Drive, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 469, and being part of a 34.114 acre tract of land, more or less. Said portion of 34.114 acres being part of those tracts of land conveyed to Lamplighter Senior Housing II, Inc., by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 09/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-81-16
1st Reading: 09/19/16
Public Notice: 9/22/16
2nd Reading: 10/03/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-81-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR AUTOMOTIVE SERVICES FOR INTEGRITY PLUS AUTOBODY COLLISION AND SPECIALTIES LOCATED AT 6157 ENTERPRISE PARKWAY

WHEREAS, Integrity Plus Autobody Collision and Specialties applicant, has submitted a request for a Special Use Permit for Automotive Services located at 6157 Enterprise Parkway; and

WHEREAS, on September 06, 2016, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1f is hereby issued to Integrity Plus Autobody Collision and Specialtie, located at 6157 Enterprise Parkway, as submitted.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 09/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: C-82-16
1st Reading: 09/19/16
Public Notice: 9/22/16
2nd Reading: 10/03/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-82-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR DRIVE-THRU WINDOWS FOR McDONALD'S RESTAURANT LOCATED AT 2596 LONDON-GROVEPORT ROAD

WHEREAS, McDonald's restaurant, applicant, has submitted a request for a Special Use Permit for a double drive-thru located at 2596 London-Groveport Road; and

WHEREAS, on September 06, 2016, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1j is hereby issued to McDonald's Restaurant, located at 2596 London-Groveport Road, as submitted.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 06-29-16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Mr. Berry
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-42-16
1st Reading: 07/05/16
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

*Postponed
x0 7/18
8/15 10/3*

RESOLUTION NO. CR-42-16

A RESOLUTION TO AMEND RES. CR-66-15 TO REPLACE THE DEVELOPMENT PLAN FOR HICKORY CREEK ESTATES LOCATED NORTH OF ORDERS AND WEST OF HAUGHN ROADS

WHEREAS, on October 06, 2015, the Planning Commission recommended approval of the Development Plan for Holton Park, with the following stipulations:

1. Williamsburg Court shall be renamed;
2. Additional traffic control measures shall be implemented along Hickory Creek Drive. The applicant shall work with Staff to ensure appropriate design.
3. The two (2) leisure paths around the storm water retention ponds shall be connected
4. Collapsible bollard details shall be removed from Sheet C800; and
5. No Parking signs shall be added to one side of all 28' wide streets.

WHEREAS, the Plan was forwarded to Council who requested amendments to the path on the sides of the ponds facing the residential areas; and

WHEREAS, a revised drawing was submitted to Council on January 04, 2016 that reflected the path changes, along with a change that stubs Williamsburg Court to the Southern Grove subdivision; and

WHEREAS, there is a desire to replace the approved Development Plan with one that returns Williamsburg Court to a cul-de-sac.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby amends Res. CR-66-15 to replace the Development Plan for Hickory Creek Estates with the plan dated Sept., 2015, contingent upon the stipulations set by Planning Commission, and the following stipulation:

1. This Council does not require a path on the sides of the ponds that face a residential area.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed: