

# **York Township**

*Medina County, Ohio*

## **Agreement For The Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials Generated in and Collected from Residential Units in York Township, and Township Facilities**

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM RESIDENTIAL UNITS WITHIN THE TOWNSHIP OF YORK, MEDINA COUNTY, OHIO**

**THIS AGREEMENT** for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Medina County, Ohio (the "Collection Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the Township of York, Medina County, Ohio ("Township"), with its offices located at 6609 Norwalk Road, Medina, Ohio 44256, and Rumpke of Ohio, Inc. ("Contractor"), an Ohio corporation, with an office located at 3990 Generation Drive, Cincinnati, (address), Ohio 45251.

**RECITALS**

**WHEREAS**, pursuant to Sections 505.27, of the Ohio Revised Code, the Township 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, generated within the Township; and

**WHEREAS**, the Township has determined that it is in the best interests of the Township and its Residents that the Township arrange for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials generated at Residential Units and Township Facilities located within the Township from a single contractor on an exclusive basis; and

**WHEREAS**, on September 4, 2019, the Township invited through public advertisement qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

**WHEREAS**, the Contractor submitted a bid to become the sole provider of Collection Services for the benefit of the Township and its Residents as outlined in its September 4, 2019 Bid Proposal ("Contractor's Bid") attached hereto as Exhibit A; and

**WHEREAS**, following the official opening of the bids on September 4, 2019 and consideration of bids for Collection Services, the Township determined that the Contractor is qualified to exclusively provide the Collection Services to the Township and approved the exclusive award of the Collection Agreement to the Contractor; and

**WHEREAS**, the Township and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents and Contractor's Bid for the prices as stated in Bid Forms 3, 4, 5, and 6, all of which are attached as Exhibit A and incorporated by reference as if fully rewritten; and

**WHEREAS**, the Township and the 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 herein.

**Bags and Cans:** containers supplied by the Residential Unit to contain Solid Waste. Containers and plastic bags shall be sufficient to bear the weight of the materials therein and the outside environment. Fifty-five (55) gallon drums and barrels are not considered acceptable containers for Solid Waste. Cardboard boxes are not considered acceptable containers for Solid Waste. Bags and Cans are not to exceed fifty (50) pounds in weight.

**Base Bid Price:** the per Residential Unit per month bid price for Solid Waste and Recyclable Materials Collection Services, including provision of a sixty-four (64/65) gallon or ninety-six (95/96) gallon wheeled Solid Waste collection container provided by; owned by, delivered by; and maintained by the Contractor.; as well as a sixty-four (64/65) gallon or ninety-six (95/96) gallon wheeled Recyclable Materials collection container provided by; owned by; delivered by; and maintained by the Contractor. Provision of Contractor-Provided 30 Gallon Plastic Bags shall also be included in the Base Bid Price for specific levels of service. The Base Bid Price includes collection, waste disposal and recycling processing per Residential Unit.

**Bid Bond:** a bond ensuring the Township that the Successful Bidder will execute the agreement for the Required Services substantially in the form provided in the Bid Documents.

**Bidder:** a person, partnership, joint venture, corporation or limited liability company submitting a bid in response to the Invitation to Bid for The Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials Generated within the Township of York, Ohio.

**Bid Documents:** collectively, the documents prepared and furnished by York Township inviting bids to obtain the Required Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

**Bid Form:** the exhibit to each of the agreements included in the Bid Documents upon which the Contractor submitted its Base Bid Price for the per Residential Unit (RU) per month bid price for Collection Services and for other Base Bid Services and includes all attachments thereto and is subject to the terms of Contractor's Bid attached hereto as Exhibit A and incorporated herein as if fully rewritten.

**Bid Process:** the bidding process for the Required Services and other Optional Services of York Township for The Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials Generated within the Township of York, Ohio.

**Bulky Items:** any Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a sixty-four (64/65) 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, and those items identified in the Collection Agreement. With the exception of evacuated refrigerators and couches, all Bulky Items shall individually weigh less than one hundred (100) pounds. Glass windows, doors and walls shall have glass removed or taped and covered by cardboard. Carpet and padding must be cut to a forty-eight-inch (48") bundle and weigh less than fifty (50) pounds. Mattresses and cloth furniture must be wrapped in plastic. Bulky Items shall be free of bed bugs or other infectious waste. Bulky Item collection criteria are set forth in the Notice to Residential Units (Section 4.4).

**Cans:** the non-disposable metal or plastic containers used to contain Solid Waste. The containers must have two handles and not exceed a capacity of 40 gallons. The weight of the container shall not be more than 50 pounds.

**Cart(s):** refers to a 95/96-gallon or 64/65-gallon cart as applicable.

**Carry-out Collection Services:** the collection of Solid Waste or Recyclable Materials from any location other than that defined as Curbside. Residential Units shall be required to complete the Medical Exemption Program Application (Exhibit 3 attached hereto).

**Cart(s) 64/65-gallon:** means a wheeled, rollout cart approximately 65-gallons in capacity, capable of holding over 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

**Cart(s) 95/96-gallon:** means a wheeled, rollout cart approximately 95-gallons in capacity, capable of holding over 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

**Collection Agreement:** This agreement for the collection of Solid Waste and Recyclable Materials by and between the Collection Contractor and York Township, including exhibits.

**Collection Contractor or Contractor:** the individual or entity selected by the Township for the collection of Solid Waste and Recyclable Materials at Residential Units and Township Facilities within the Township.

**Collection Services:** the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials generated at Residential Units and Township Facilities within the Township.

**Commercial Service:** the collection of wastes generated from a property that is used mainly for the purpose of business. A Residential Unit located on the same property as a commercial entity/business, wishing to utilize the commercial service supplied to the business, must complete an Opt-Out Request Form and obtain approval from the Township prior to contracting with a waste hauler for commercial collection service, or in cases where such a commercial collection contract already exists, prior to March 2, 2020.

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

**Construction Debris:** the waste building materials resulting from minor Residential Unit construction, remodeling, repair or demolition operations, the volume and nature of which must adhere to service level and contract definitions.

**Contamination:** any materials collected for recycling that cannot be processed by the Material Recovery Facility.

**Contractor-Provided 30-Gallon Plastic Bags** Thirty-gallon plastic bag(s) for Refuse provided by Contractor to those Residents that have opted to receive Bag Service, and which will purchase the same from the Contractor. The cost for collection and disposal of Refuse shall be incorporated into the price of each Contractor Bag. Additional 30-gallon bags shall be purchased through the Contractor at the prices set forth in Bid Form 4 attached to Contractor's Bid. Bag Service customers will be entitled to place the Contractor Bag(s) and the Recycle Cart curbside for collection once per week. Bag service customers are not entitled to the weekly collection of Yard Waste or Bulky Items.

**Dead Animals:** animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.

**Disposal Services:** the acceptance of Solid Waste for disposal at a licensed facility.

**District:** shall mean the Medina County Solid Waste District.

**Effective Date:** the date of last execution of the agreements for the Required Services and Optional Services.

**Excluded Items:** shall include hazardous waste; radioactive waste; infectious waste, Stable Matter; dirt from excavations; construction or alteration wastes which shall include glass, dry wall, shingles, studs, siding, gutters, heating and air conditioning ducting, furnaces, piping, concrete, concrete block, brick, tires and household Hazardous Waste. The Clean Air Act prohibits the disposal of CFC's and HCFC's into landfills. Refrigerants/Freon in refrigerators, air conditioners, dehumidifiers or any other appliance containing refrigerants/Freon will only be collected if the Resident has had the refrigerant/Freon removed and the unit is tagged by a certified technician prior to disposal.

**Hazardous Waste:** any chemical, compound, mixture, substance, or article which designated by the United States E.P.A. or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law. The Clean Air Act prohibits the disposal of CFC's and HCFC's into landfills. Refrigerants/Freon in refrigerators, air conditioners, dehumidifiers or any other appliance containing refrigerants/Freon will only be collected if the customer has had the refrigerant/Freon removed and the unit is tagged by a certified technician prior to disposal.

**Household Hazardous Waste (HHW):** common household products containing hazardous materials that may pose a threat to the health of people and/or environment such as acids/alkalines, aerosols, antifreeze, bleach, car batteries, cleaners and polishes, disinfectants, gasoline, iodine, paint, etc. The Clean Air Act prohibits the disposal of CFC's and HCFC's into landfills. Refrigerants/Freon in refrigerators, air conditioners, dehumidifiers or any other appliance containing refrigerants/Freon will only be collected if the customer has had the refrigerant/Freon removed and the unit is tagged by a certified technician prior to disposal.

**Invitation to Bid:** the request of York Township for Bids to secure the Required Services.

**Material Recovery Facility or Recycling Facility:** a facility that sorts and processes Mixed Recyclable Materials to prepare them for processing and reconstitution as a product sold in commerce.

**Medical Exemption Program:** the program provides service to Residential Units that are unable to transport their Carts to the curb. The exemption form can be found in Exhibit 3 attached hereto.

**Medina County Solid Waste District (MCSWD) Services:** the bagged and bulk solid waste disposal service offered at Medina County Solid Waste District's facility in Seville, OH, as well as its county-wide single stream recycling drop-off program, that are available to residents and businesses of Medina County. The Residential Unit must complete an Opt-Out Request Form and obtain approval from the Township to utilize these services in place of the contracted services.

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

**Optional Services:** any other services provided by the Collection Contractor other than basic Collection Services, including but not necessarily limited to: provision of an open top roll-off container of thirty (30) or forty (40) yards capacity; the per pull charge for a thirty (30) or forty (40) yard capacity open top roll-off container; provision of a dumpster of up to eight (8) yards capacity; the pull charge for a dumpster of up to eight (8) yards capacity; and any other item identified as an Optional Service.

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

**Recyclable Materials or Recyclables:** will include but not limited to cans (aluminum and steel); cartons (refrigerator and shelf stable cartons); glass (bottles and jars); fiber (mixed paper, box board and cardboard); and

plastic bottles and jugs and be free of Contamination. Recyclable materials are to be placed loose in the wheeled sixty-four (64) gallon or ninety-six (96) gallon Cart, and shall at all times be free of Excluded Waste. All cardboard boxes shall be broken down when placed in the Cart.

**Recycling Services:** the acceptance and processing of Source-Separated Recyclable Materials at a location where Source-Separated Recyclable Materials are to be delivered pursuant to the Bid Documents and Contractor's Bid.

**Required Services:** the services required by the Bid Documents for the collection and transportation of Solid Waste and Recyclable Materials for disposal and processing, including any other Optional Services as well as services for Township Facilities as more particularly specified in this Collection Agreement.

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

**Residential Unit or Units:** all occupied residential dwellings within the limits of York Township, including residences of four (4) units or less, single-family condominiums, townhomes, or individual mobile/trailer homes. 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 Township.

**Routing Service Fee (Monthly):** the Contractor shall provide the Residential Unit the weekly curbside collection of a single Contractor-Provided 64/65-gallon rollout cart for Recyclables for the fee specified in Contractor's Bid. The cost for the collection of the Recyclables shall be incorporated into this monthly fee, which shall include but is not limited to equipment costs, labor costs, fuel costs, etc. Bag Service customers will be entitled to place the Contractor Bag(s) and the Recycle Cart curbside for collection once per week. Bag Service customers are not entitled to the weekly collection of Yard Waste or Bulky Items.

**Service Charges:** the fee charged by the Collection Contractor to a Resident for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the applicable Bid Form; may also include any applicable fuel surcharge.

**Solid Waste:** unwanted residual solid or semisolid material as results from personal, 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 or otherwise consisting of or contaminated with an Excluded Waste; see Ohio Revised Code Section 3734.01(E). Solid Waste includes Yard Waste that has not been separated.

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

**Stable Matter:** all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock. (This does not include household pet droppings).

**Successful Bidder:** the Bidder that York Township concludes has submitted the lowest and best bid for the Required Services, and receiving a final Notice of Award.

**Township Facilities:** Township owned buildings, parks, or other locations specifically identified on Exhibit 2 attached hereto.

**York Township or Township:** located within Medina County, Ohio, and participating in a Bid Process to obtain the Required Services and to request proposals for Optional Services.

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

**Yard Waste:** Solid Waste consisting of all garden residues, leaves, grass clippings, tree trimmings, bundled branches no more than 2 feet in diameter and 4 feet long and similar material and no heavier than 50lbs and which is placed at the curb. Collection criteria shall be set forth in the Notice to Residential Units (Section 4.4). The Contractor shall collect such items without additional charge.

## **ARTICLE II – AGREEMENT, TERM & RENEWAL TERMS**

**2.1 Agreement and Independent Contractor Status.** The Township hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver to the provider of the Disposal Services or Material Recovery Facility, as applicable, Solid Waste and Recyclable Materials generated at Residential Units and Township Facilities within the Township. No other independent 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 initial term of this Collection Agreement shall be for five (5) years, beginning on March 2, 2020, and terminating on March 1, 2025.

**2.3 Renewal Terms.** This Collection Agreement may be renewed for three (3) additional consecutive terms of up to one (1) year, if mutually agreed upon between the Contractor and the Township, upon such terms and conditions as the parties mutually agree, provided the Service Charges do not exceed the prices reflected in Contractor's Bid for Renewal Term 1, Renewal Term 2 and Renewal Term 3. The Board of Trustees shall provide a ninety (90) day notification prior to the expiration of the applicable term to the Contractor of intent to either renew or terminate the Collection Agreement.

**2.4 Implementation Plan.** On or before October 30, 2019, the Contractor shall submit an implementation plan containing the dates by which the following activities shall be completed (a) the purchase of sufficient vehicles, collection containers and equipment to perform; (b) Township-approved written notices to Residents shall be sent to each Resident explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, or to opt-out of the same, and detailing the requirements for placement of collection containers; (c) Contractor-owned sixty-four (64/65) ninety-six (95/96) gallon wheeled collection container for Recyclable Materials and Solid Waste will be delivered to each Resident; (d) that the Contractor has delivered to the Township proof of insurance, proof of workers' compensation coverage and the required Performance Bond. Contractor's employees shall have completed training and driven the Township-approved Collection Route no later than December 9, 2019 as set forth in Section 4.1.

## **ARTICLE III – GENERAL REQUIREMENTS OF THE CONTRACTOR**

- 3.1 Delivery to Disposal or Processing Facilities** The Contractor shall provide regular weekly collection of Solid Waste and Recyclable Materials from each Residential Unit and Township Facilities located within the Township. All Solid Waste and Recyclable Materials generated at each Residential Unit shall be collected by the Contractor on a single day pick-up, provided the Resident places such items in the manner specified in the Township-approved written notice specified in Section 4.4, and as otherwise set forth in the Bid Document and Contractor's Bid.

The Contractor shall collect, transport and deliver all Solid Waste to the Medina County Solid Waste Facility located at 8700 Lake Road, Seville, OH.

The Contractor is responsible for delivering all Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility shall be identified by the Contractor in the Contractor's Bid. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), cartons (refrigerator and shelf stable cartons), glass (bottles and jars), fiber (mixed paper, box board and cardboard) and plastic bottles and jugs. The Contractor may add additional materials to the recycling list, including additional plastic items. Any additional materials should be itemized in the Contractor's proposal.

The Contractor shall pay to the owner or operator of the facility or facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste or Recyclable Materials collected by the Contractor. Source-Separated Recyclable Materials shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Bid Document shall be performed in a competent and workmanlike manner. Notwithstanding anything to the contrary in this Bid Document, Contractor shall not take title to or liability for Hazardous Wastes or infectious wastes.

- 3.2 Vehicles and Equipment** The Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required in the Bid Document, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times consistent with industry standards. All vehicles used by the Contractor for the collection of Solid Waste or Recyclable Materials shall be enclosed, washed and cleaned, leak proof (including but not limited to free from leaks of fuel or hydraulic fluid), contain minimal rust and equipped with a broom, shovel or rake. All collection vehicles shall be equipped with a camera, backup alarm and LED lights. Other types of vehicles may be used only as approved by the Township. All vehicles shall be painted uniformly, and shall bear the Contractor's name, vehicle number and Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the Township to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Township that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Township, are not clean, sanitary or in a safe operating condition consistent with industry standards shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Township. Failure to comply with these standards constitutes grounds for termination of the Collection Agreement by the Township as provided in Article VII.

- 3.3 Contractor Provided 95/96 Gallon Carts and 64/65 Gallon Carts** The Contractor shall provide each Residential Unit registered to receive Unlimited Service a 95/96-gallon Cart for Solid Waste and a 64/65-gallon cart for Recyclables. The Contractor shall also provide each Residential Unit registered to receive Bag Service with a 64/65-gallon Cart to contain Recyclables. The cost to rent each cart for a particular level of service shall be set forth in the Contractor's Bid attached hereto as Exhibit A and incorporated herein as if fully rewritten. The Contractor shall be responsible for the initial delivery of all Carts to each Residential Unit(s), as well as subsequent maintenance of the Carts.

- 3.4 Contractor Provided Plastic Bag for Solid Waste** The Contractor shall provide each Residential Unit registered to receive Bag Service with curbside collection and disposal of Contractor-Provided 30-Gallon Plastic Bags: for Solid Waste that Residents will purchase from the Contractor. The cost for collection and disposal of Solid Waste shall be incorporated into the price of each of Contractor-Provided 30-Gallon Plastic Bags. Additional Contractor-Provided 30-Gallon Plastic Bags must be purchased through the Contractor. The Contractor's Bid sets forth the cost per Bag and the extended cost to purchase a roll of a specific quantity of Contractor-Provided 30-Gallon Plastic Bags for Solid Waste. Bag Service customers will be entitled to place the Contractor-Provided 30-Gallon Plastic Bags and the Recyclable Cart curbside for collection once per week. Bag Service customers are not entitled to the weekly collection of Yard Waste or Bulky Items as part of this level of service.
- 3.5 Contractor's Office and Telephone** The Contractor shall maintain an office in Medina County Ohio, or a contiguous County, and telephone service with a non-toll telephone number from the Township, which shall be manned by a live operator and a supervisor on working days from 8:00 a.m. to 5:00 p.m., as well as e-mail and cell phone contacts to receive any complaints or calls regarding the Collection Services from a Resident or the Township. The Contractor shall provide a sufficient number of live operators to respond to such complaints or calls within a reasonable, timely manner. The Contractor shall also maintain an emergency contact number which is available twenty-four (24) hours per day, seven (7) days per week.
- 3.6 Contractor Ability to Communicate with Vehicles in the Field** The Contractor shall maintain two-way radio, on-board computers, texting, or cellular telephone communication service with the drivers of all vehicles used to provide Collection Services within the Township or other communications technology, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 3.7 Employee Training** The 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. All employees involved in providing Collection Services shall wear Contractor provided uniforms and high visibility clothing at all times.
- 3.8 Curbside Collection** All collections shall be made from the right-hand side of the truck on the curb-line. The practice of two siding, zigzagging or otherwise employing the practice of crossing the roadway centerline to collect Solid Waste or Recyclables is strictly prohibited. Dead ends, alleys and private roads may be exempted upon written approval of the Township Trustees. Residents are responsible to have all Solid Waste and Recyclables Carts, Contractor-Provided 30-Gallon Plastic Bags, Bags and Cans within three (3) feet of the curb-line unless otherwise provided herein or otherwise discussed and agreed to directly between the Resident and the Contractor. Residents shall have Carts with the lid opening towards the street. Additionally, Residents who have a Solid Waste Cart shall fill the Solid Waste Container before placing any other Solid Waste at the curb in Bags or Cans.

Prior to March 2, 2020, the Contractor shall deliver to each Residential Unit registered to receive Unlimited Service a 95/96-gallon Cart for Solid Waste and a 64/65-gallon cart for Recyclables. The Contractor shall replace lost or damaged Carts at the request of a Resident, at the Resident's cost, unless such damage is caused by the Contractor's negligence or ordinary wear and tear, at which point the Contractor shall not charge the Residential Unit.

Prior to March 2, 2020, the Contractor shall deliver to each Residential Unit registered for Bag Service, one (1) 65/64-gallon cart for Recyclables. The Contractor shall replace lost or damaged Carts at the request of a Resident, at the Resident's cost, unless such damage is caused by the Contractor's negligence or ordinary wear and tear, at which point the Contractor shall not charge the Residential Unit.

Residential Units not registered for Bag Service or Unlimited Service, or applying for and receiving approval to opt out, prior to March 2, 2020, shall automatically be registered for Unlimited Services. The Contractor shall deliver one (1) 64/65-gallon Recycling Cart and one (1) 95/96-gallon Solid Waste Cart to the Residential Unit. The Residential Unit shall be obligated to maintain this level of service for one quarter, after which it may change its level of collection service.

The following levels of collection shall be offered:

**a. Unlimited Service** – The Contractor shall provide the Residential Unit with one (1) 64/65-gallon Recycling Cart and one (1) 95/96-gallon Solid Waste Cart. In addition to the Solid Waste Cart, Unlimited Service customers will be entitled to place their own Cans or Bags curbside for collection once per week. Unlimited Service customers may also place Yard Waste and Bulky Items curbside for collection at no additional charge. The entire volume of Cans, Bags, Yard Waste and Bulky Items shall not exceed two (2) cubic yards or an area of space of approximately 3' wide x 6' long x 3' tall. This volume is in addition to Solid Waste or Recycling Carts placed curbside.

**b. Bag Service** – The Contractor shall provide the Residential Unit with one (1) 64/65-gallon Recycling Cart. The Contractor shall provide curbside collection and disposal of Contractor-Provided 30-Gallon Plastic Bags. Bag Service customers will be entitled to place the Contractor-Provided 30-Gallon Plastic Bag(s) and the Recycling Cart curbside for collection once per week. Contractor-Provided 30-Gallon Plastic Bags must be purchased through the Contractor; thus, this portion of the Solid Waste service has been pre-paid by the Residential Unit. Bag Service customers may be charged a monthly routing service fee. Bag service customers are not entitled to the weekly collection of Yard Waste or Bulky Items.

Bag Service Customers shall arrange with the Contractor for the curbside collection of items specified on the Extra and Bulky Materials List for the price listed. Collection specifics for Extra and Bulky Materials are to be arranged between the Residential Unit and the Contractor. The Contractor shall charge the Residential Unit based upon the item(s) collected at the price outlined on the Extra and Bulky Materials List.

**c. Additional Carts; Replacement Carts; and Lost Carts** – No additional Solid Waste or Recycling Carts will be provided to a Residential Unit for the management of their materials, unless the Resident has paid for the additional Cart in full, as set forth in the Bid Form 6 of Contractor's Bid attached hereto as Exhibit A and incorporated herein as if fully rewritten. If a Residential Unit desires to replace a Solid Waste or Recycling Cart due to their neglect or loss of the Cart, then the Contractor shall either exchange or replace the Cart after the Resident has paid in full for the Cart. The Contractor shall invoice or charge the Residential Unit for applicable Cart replacement or loss costs in full. If a Cart needs to be replaced due to regular wear and tear, manufacturer's defect or Contractor's negligence, then the Contractor shall replace the Cart at no cost to the Residential Unit.

**d. Procedure for Changing Service Levels** - One quarter after a Residential Unit establishes a level of service with the Contractor; the Residential Unit may request to change their collection level of service from Unlimited Service to Bag Service or vice versa. The Residential Unit shall communicate directly with the Contractor to orchestrate this change.

**e. Opt Out Procedure** - If the Residential Unit requests to opt out of the Required Services; they are to obtain, complete and return an Affidavit to Opt Out for Solid Waste Services Provided by the Township of York form (Exhibit 4 attached hereto) to designated Trustee or their designee

at the Township. Once the Township's administration has approved the Affidavit, the administration shall inform the Contractor of the approval and direct them to arrange with the Residential Unit the removal of any Carts and/or Contractor-Provided 30-Gallon Bags.

Residents wishing to opt out of the Required Services shall complete an Affidavit to Opt Out for Solid Waste Services Provided by the Township of York form annually. This form shall be received and approved by the Township 60 days prior to the anniversary date of the Collection Contract, so that a list of qualifying residents can be forwarded to the Contractor. This list provides verification to both the Township and the Contractor the number of Residential Units utilizing this option does not exceed the threshold set forth in the Bid Documents (6% of Residential Units). The Opt Out process will be managed on a first come first serve sign up process up to the 6% number.

The number of Residential Units permitted to opt out of the Required Services offered by York Township is limited to 6% of the total number of Residential Units in the Township, (i.e. 1,900 RU x 6% = 114 RU), adjusted annually to account for new Residential Units.

**f. Procedure for Changing Cart Size** - One quarter or ninety (90) days after a Residential Unit establishes a level of service with the Contractor; the Residential Unit may request to exchange their current Solid Waste or Recycling Cart for a different sized Recycling or Solid Waste Cart. The Residential Unit shall contact the Contractor directly to arrange for the Cart exchange. The completion of this process shall not affect the current price of the Unlimited or Bag Service being provided to the Residential Unit. Notwithstanding anything to the contrary, Contractor shall supply said different Cart within two (2) weeks of the request provided Contractor has said Cart in its inventory, otherwise said Cart will be supplied when Contractor has them available consistent with its standard business practice for maintaining such inventory.

**g. Procedure for Removal of Recycling Cart** - A Residential Unit may request to have their Recycling Cart removed from their property because they do not want to recycle. The Residential Unit shall contact the Contractor directly to orchestrate the removal of the Recycling Cart. The Contractor shall remove the Residential Unit's Recycling Cart. The completion of this process shall not affect the current price of the Unlimited Service or Bag Service being provided to the Residential Unit.

**3.9 Collection Requirements** The Collection Contractor shall only be obligated to collect Solid Waste and Recycling materials from each Residential Unit based on the Curbside Collection service level registered with the Contractor by the Residential Unit.

Each Cart, Bag, Can, Yard Waste and Bulk Waste shall be placed at curbside for collection. Curbside shall refer to that portion of right-of-way adjacent to paved or traveled Township roadways. These items shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians, and without unreasonably impeding resident access to, and ingress/egress from their driveways.

In the event of construction projects that limit the access to service the Cans, Bags, Yard Waste, Bulky Items, or Carts from the curb, it is the responsibility of the construction contractor to move the required Cans, Bags, Yard Waste, Bulky Items, or Carts across the street where service may be provided from the curb.

Contractor may decline to collect any Cart, Bag, Can, Yard Waste or Bulky Item not so placed. During snow removal season, Solid Waste/Recycling shall be placed in the driveway, as long as doing so does not unreasonably impede Resident access to, and ingress/egress from their driveways. All carts are to be

placed at curbside with Bags, Cans, Yard Waste and Bulky Materials no further than ten (10) feet from the opening to the road, or on top of the snow pile next to the roadway, as long as doing so does not unreasonably impede Resident access to, and ingress/egress from their driveways.

The Contractor is required to place each Cart in an upright position with the attached lids closed when feasible, to the same or proper location as found prior to pick up. This shall not apply to a Resident's Cans.

Evictions and whole house move outs are not part of any Service. The Contractor shall collect such materials after the Resident Unit has made special arrangements for pick up and payment accordingly.

- 3.10 Collection of Bulky Items and Yard Waste Included in Unlimited Service** Contractor shall collect on the regularly scheduled collection day from the usual point of pickup at a Residential Unit for Residents with Unlimited Service. With the exception of evacuated refrigerators and couches, all Bulky Items and Yard Waste shall individually weigh less than 50 lbs. and be less than 48 inches in length. Glass windows, doors and walls shall have glass removed or taped and covered by cardboard. Mattresses and cloth furniture must be wrapped in plastic. Bulky Item and Yard Waste collection criteria shall be set forth in the Notice to Residential Units (Section 4.4). The Contractor shall collect such items without additional charge, for Unlimited Service.
- 3.11 Charges for Bulky Items and Yard Waste Not Included in Bag Service** The Contractor shall provide, as part of their Notice to Residential Units (Section 4.4), a procedure by which Residential Units not eligible for Bulky Item and Yard Waste collection may contract directly with the Contractor for the collection of Bulky Items and Yard Waste from the curb. All Bulky Items such as appliances containing chlorofluorocarbon gas (CFC or Freon) shall be subject to the requirements of Section 3.12.
- 3.12 Collection of Chlorofluorocarbon (CFC) Appliances** Bulky Items such as appliances containing chlorofluorocarbon (CFC) shall only be collected by the Contractor if proper certification of CFC removal is indicated on the Bulky Item. This procedure shall be explained in the Contractor's Notice to Residential Units (Section 4.4). The Resident is responsible to remove any CFC's at the Resident's cost.
- 3.13 Collection of Home Remodeling Construction Debris** For Unlimited Service and Charged Bulky Item collection, the Contractor may limit the collection of Construction Debris to a space of approximately 3' wide x 6' long x 3' tall (2 cubic yards). The Contractor shall include such limitation in the Resident obligation notice mailed to the Residents of the Township (Section 4.4).
- 3.14 Services at Township Facilities** The Contractor shall provide collection containers to the Township at the location, number, container type, and container size as stated in Exhibit 2. The Contractor shall collect all Solid Waste deposited in the collection containers stated in Exhibit 2. Within reason, the number, sizes and locations of the collection containers are subject to change at the discretion of the Township upon written notice to the Contractor.
- 3.15 Commercial Establishments Excluded** This Collection Agreement does not require the Contractor to provide any required services to commercial establishments within the Township, unless such commercial establishments are specifically identified in Exhibit 2. The Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments not defined as Township Facilities.
- 3.16 Homeowner Association Transition-In Provision** Upon the commencement of this Collection Contract on March 2, 2020, all Residential Units within the Township, including without limitation, Residential Units contained within a homeowners' association, shall begin utilizing and shall be subsequently charged

for the Collection Services stated herein, except as otherwise provided in the Bid Documents and Contractor's Bid.

#### **ARTICLE IV – CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION**

- 4.1 **Collection Routes and Day of Collection** On or before December 9, 2019, the Contractor shall furnish the Township, for approval by the Township: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste and Recyclable Materials and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste and Recyclable Materials will be collected for each collection route within the Township (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the Township.)

The Contractor shall not change the day of collection without written approval by the Township. In the event, such a change is approved by the Township, 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 Township retains the right to adjust the collection routes submitted by the contractor to provide for safety, if deemed necessary by the Township. The Contractor shall perform the Collection Services using such collection routes.

- 4.2 **Holiday** Holidays that may be observed by the Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or any other national holiday preapproved by the Township. 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 Contractor shall resume the regular schedule the following week. The Contractor shall advise Residential Units of the holiday schedule in the notice described in Section 4.4.

- 4.3 **Starting and Ending Time** Collection of Solid Waste and Recyclable Materials shall occur between 5:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Township notifies the Contractor that the 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 Township may, at the Township's discretion, fine the Contractor fifty dollars (\$50.00) per occasion.

- 4.4 **Notice to Residential Units** The Contractor shall include information pertaining to the management of Solid Waste and Recyclable Materials – signing up for a level of service; default level of service; placement of Carts at the curb; collection routes; holidays observed; extraordinary weather condition instructions; and other procedures and obligations of the owner or tenant of each Residential Unit – and provide the same to each Residential Unit before the initial delivery of each Recycling Container. The Contractor shall supply this same information in a plastic bag attached to each Recycling Cart delivered to each of the Residential Units in the Township. Annually thereafter during the term, and any extension years, the Contractor, at the Contractor's expense, shall provide updated collection information to each Residential Unit in the Township. The Contractor shall provide this same information in a PDF version to the Township for use in printed materials or on their web page. The initial notice, including the procedures and obligations, shall be submitted to the Township for approval by December 9, 2019. Subsequent notices shall be submitted to the Township for approval no later than thirty (30) days prior to the anniversary date of the start of the collection program. The Contractor shall not directly mail to any Residential Unit an advertisement targeted to Township residents without prior consent and written approval from the Township, which shall not be unreasonably withheld.

- 4.5 **Procedure for Curbside Collection Service** Except as provided in Section 4.6, collection of Solid Waste and Recyclable Materials shall be made for each Residential Unit at one (1) 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 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 Township or the 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. Residential Units requesting Carry-out Collection Service shall complete the required verification document shown in Exhibit 3. The point of collection of Bags, Cans, and Carts shall not exceed a distance of one hundred fifty feet (150') from the curb or identified location for non-curbed Residential Units. However, all Yard Waste and Bulky Items must be placed at the curb.
- 4.7 **Procedure for Suspension of Collection Services for Vacation** The Contractor shall provide, as part of their Implementation Plan, a procedure by which Residential Units may place their Collection Service on hold for vacation. The suspension of Collection Services for vacation shall be for a minimum of thirty (30) days and shall not exceed ninety (90) days and can only be requested once per calendar year period.
- 4.8 **Unoccupied or Vacant Residential Units** Residents shall be permitted to discontinue Collection Services on a temporary basis when the Residential Unit is vacant, upon notification provided by the owner of the Residential Unit to the Contractor prior to the next quarterly billing cycle. Residential Units that are unoccupied or vacant shall not be charged Service Charges for Collection Services when the Contractor has been duly notified.
- 4.9 **Handling of Collection Containers** All re-usable collection containers used by a Residential Unit shall be returned to the location from which they were removed in an erect position. The Contractor shall immediately pick up or sweep up any materials that have been spilled outside of Contractor-provided bags for the Bag Service program, outside of Bags or Cans, or outside of Contractor-provided carts, due to Contractor spills during collection. The 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 Contractor fails to adequately perform a cleanup required pursuant to this section, the Township shall have the right to perform such cleanup services using Township employees or other contractors and bill the Contractor for the costs for which Contractor shall pay within seven (7) days of receipt of the bill from the Township.
- 4.10 **Damage to Collection Containers** The Contractor shall exercise due care to avoid damaging collection Cans and Carts. The Contractor shall replace any damaged Solid Waste or Recycling Cart as requested by a Residential Unit, and shall have the right to charge, as set forth in Bid Form 6 of Contractor's Bid attached hereto as Exhibit A and incorporated herein as if fully rewritten, for the replacement Cart if the damage was demonstrated as having been done by the Residential Unit. The Contractor shall not be responsible for the replacement of Solid Waste Cans used by Residential Units registered for Unlimited Service that are the property of the Residential Unit(s).
- 4.11 **Violation of Resident Obligations; Refusal to Collect** Upon the first instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident's obligations as contained in the original notice delivered by the Contractor to each Residential Unit, the Contractor shall not be obligated to collect such items and leave a tag advising the Resident of the reasons why such is unacceptable. The Contractor shall notify the Township of any Residential Unit not collected due to a violation of the Resident's obligations – providing the address of the Residential Unit and a description

of the violation. The Contractor shall provide the Township with a daily list of each Residential Unit pursuant to this section.

- 4.12 Conduct of Contractor's Employees** The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by the solid waste district and the local board of health. The 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 Contractor's company name in large type. The Township may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Township.
- 4.13 Contractor's Response to Complaints** The Township shall notify the Contractor of any complaints received regarding the Contractor's services or performance and suggest corrective measures. The 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.
- 4.14 Failure of Resident to Follow Specifications** In the event any Residential Unit fails to meet the specifications in the Contract, such as meeting the obligations to set Solid Waste at the curb, not meeting requirements for Bulky Items, exceeding Waste limits in the Contract, failing to pay in advance when required, then Contractor shall not be required to collect such items, but shall tag such items when they remain at the curb. Contractor shall act in good faith in applying this provision.

#### **SECTION IV – PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION**

- 5.1 Performance Assurance** The Contractor shall immediately report to the Township any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Township's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the Township shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the Township its written response to any such demand. In the event that the Township does not agree that the Contractor's response will provide adequate assurance of future performance to the Township and its Residents, the Township 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 Contractor is in default of its obligations under this Collection Agreement, or take such other action the Township deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2 Labor Disruptions** If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Collection Agreement; the Contractor shall immediately give notice, including all relevant information, to the Township in accordance with Section 8.2.
- 5.3 Performance Bond** Within fourteen (14) days after receiving the Notice of Award, the 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 Township in all respects, or such other security acceptable to the Township, in the amount of one hundred percent (100%) of the consideration for performance of nine (9) months of the Collection Agreement. The Performance Bond amount shall be calculated by multiplying the Base Bid Price which includes collection, waste disposal

and recycling processing for Unlimited Cart Service for one (1) sixty-four (64/65) gallon collection container for Recyclable Materials and one (1) ninety-six (95/96) gallon collection container for Solid Waste by the number of Residential Units in the Township (1,900) by nine (9) months. The Performance Bond is attached as Exhibit 5, and may be renewed by a substitute surety acceptable to the Township, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Township accepts, in writing, a substitute surety.

**5.4 Liability Insurance** The Contractor, at the 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 Township and the 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 Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Township, and subject to the applicable policy terms and conditions. The coverage and limits of such insurance are herein listed. The 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.

<b>Coverage</b>	<b>Minimum limits of liability, terms and coverage</b>
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
Workers' Compensation	Statutory limits
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 from Contractor's services rendered, or which should have been rendered, pursuant to this Contract. The parties acknowledge this coverage may be satisfied with any of the above policies.

Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. Township shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.
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**5.5 Proof of Insurance** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Township and authorized to do business in the State of Ohio. The Township shall be named as an additional insured in such insurance policies to the extent of liabilities assumed by Contractor. Originals of the insurance policies or certificates shall be delivered to the Township promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Township not less than ten (10) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Township at least ten (10) days prior to the effective date of any cancellation or expiration of any such insurance policy. Copies of all insurance policies shall be delivered in writing or electronically to the Township's Fiscal Officer annually during the term of the Contract and any renewal terms.

**5.6 Workers' Compensation Coverage** Prior to commencing work under this Collection Agreement, the Contractor shall furnish to the Township satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the Township free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.

**5.7 Indemnification** The Contractor shall save, indemnify and hold the Township, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- a. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- b. is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts Contractor may be liable, except to the extent 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.

**5.8 Environmental Indemnification** The Contractor shall save, indemnify and hold the Township, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or

destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

**5.9 Indemnity Not Limited** In any and all claims against the Township, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 5.7 and 5.8 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 Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.

**5.10 Personal Liability** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the Township.

## **SECTION VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT**

**6.1. Contractor to Charge and Obtain Payment of Service Charges From Residential Units as Agent of the Township** As authorized by Section 505.29 of the Ohio Revised Code, the Board of Township Trustees shall establish, by resolution, equitable charges of rents, or Service Charges, to be paid to the Township for the use and benefit of such Collection Services by the Owner of every Residential Unit whose premises are so served. Such Service Charges shall include all related collection, disposal and processing fees, as well as any Optional Services in the amount specified on the Bid Forms attached, as Bid Form 5 to Contractor's Bid: Price Sheet: Unlimited Service and the attached Recycling Processing Formula (per Ton and per RU Calculations) for Unlimited Services; and Bid Form 4 of Contractor's Bid: Price Sheet: Bag Service and the attached Recycling Processing Formula (per Ton and per RU Calculations) for Bag Service.

The Contractor, for itself and by and on behalf of the Township and as its agent, shall directly invoice and collect all Service Charges from each Owner of a Residential Unit under this Collection Agreement on a quarterly basis, pursuant to the authority in Section 505.31(B) of the Ohio Revised Code. Such debt is owed directly to the Contractor.

By and on behalf of the Board of Township Trustees, the Contractor shall create a list of Residential Units whose premises are served by the Contractor that are delinquent regarding all Service Charges as to the disposal of waste pursuant to this Contract. The Contractor's list shall be provided to the Township at the end of each quarterly billing cycle. The Contractor's obligation to provide this list is mandatory in order for the Township's Fiscal Officer to certify to the Medina County Auditor the names of the property owners for the purpose of collection pursuant to O.R.C. Section 505.33 which requires those delinquent charges be certified on or before the first day of October of each year. Any funds received by the Township pursuant to ORC Section 505.33 shall be forwarded to Contractor.

The Contractor shall be permitted to discontinue service to a Residential Unit that is delinquent in paying their service invoice to the Contractor for a period greater than 90 calendar days. The Contractor shall on a monthly basis provide the Township a list of Residential Units for which collection service has been discontinued and for which collection service has been re-instated.

**6.2 Invoicing the Contractor for Non-Performance** If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street three (3) or more time in any ninety (90) day period, even if corrected within twenty-four (24) hours, the Township may charge the Contractor as follows: the lesser of Fifty Dollars (\$50.00) per Residential Unit or Two Hundred and Fifty (\$250.00) per street (no more than one mile in length). A late set-out by a Resident, that can be documented by the Contractor through vehicle GPS, cameras or other tracking methodologies, shall not be considered a miss or failure to collect. In the event the Township performs clean up services pursuant to Section 4.9, the Township may charge the Contractor One Hundred Dollars (\$100.00) per service call plus Fifty Dollars (\$50.00) per hour for clean-up services performed by the Township. The remedies available pursuant to this section are in addition to any other remedies available to the Township pursuant to this Collection Agreement, and the Township's determination not to use any remedy in response to failure to perform shall not constitute a waiver by the Township of the right to exercise any other remedy in response to subsequent failure(s) to perform by Contractor.

**6.3 Review of Generation Volumes** Annually at the request of the Township, Medina County Solid Waste District or the Contractor, the Contractor, District and the Township shall meet to review the volumes of Solid Waste and Recyclable Materials collected from the Township and its Residents, and delivered for disposal or processing.

**6.4 Adjustments for Changes in the Recycling Market** The Township recognizes that recycling market conditions are unstable at this time and future market conditions are difficult to predict. Therefore, the Township is including a pricing option for processing recyclables. For Year 1 of the contract, bidders are instructed to include a fixed price per ton and per Residential Unit per month to be charged to residents of the Township and must explain how this charge was calculated.

An explanation of this calculation is in Contractor's Bid. This calculation shall be used to establish the recycling price for subsequent contract years and renewal years. Also provide information with respect to material Contamination limits, if any; and in addition, Bidders shall indicate any proposed financial penalties and/or actions to be taken by the Bidder if the Township exceeds the proposed Contamination limit. Also, Bidder shall provide a description of the process that will be used to determine when Contamination has exceeded the proposed limit and the process that will be used to notify the Township.

Annually, the Contractor, District and Township shall meet, no later than thirty (30) days prior to the anniversary date of the start of the collection program, to review the Contractor's current price and the next year's price, for processing Recyclables based upon the formula the Contractor set forth in the Bid Documents. Recyclables that have been placed in the Recycle Carts can be taken outside of the County for processing and are not required to go to the District's Facility. The Contractor will be responsible for paying all fees incurred for processing Recyclables. In the event the Medina County Central Processing Facility stops accepting Recyclables the parties will negotiate in good faith and mutually agree upon a corresponding price adjustment to the Service Charges based upon then prevailing market rates for the processing of the Recyclable Materials.

**6.5 Adjustments for Tipping Fee Changes at Medina County Solid Waste District's Transfer Station** All solid waste (including Yard Waste) collected for disposal by the Contractor shall be hauled to the Medina County Solid Waste District's facility located at 8700 Lake Road, Seville, Ohio for disposal or processing. The rate charged shall include a component sufficient for the cost of a disposal charge at the District's facility. The tipping fee charged at the Medina County Facility as of May 1, 2019, was \$44.50 per ton. The unit price that is proposed by the Contractor shall be based on an anticipated District tipping fee of \$50.00 per ton.

The Contractor's adjustment on a per Residential Unit per month rate adjustment to account for any fluctuation that may occur in the District's tipping fee of \$1.00 is set forth in the Contractor's Bid attached hereto as Exhibit A and incorporated herein as if fully rewritten.

The Contractor shall notify the Township and the District thirty (30) days prior to the start of any billing period for which there will be an increase in District tipping fees that may affect the monthly charge. Any change of monthly charges to Township residents shall only be effective at the beginning of a billing period.

**6.6 Adjustment for Changes in Cost of Fuel** The Contractor shall apply a fuel adjustment to each Residential Unit's monthly invoice if the price of diesel fuel increases or decreases over the established base price during the term of this Contract or any extension years. The established base price of diesel fuel is \$2.86 per U.S. gallon. The established base price of diesel fuel was the price of diesel fuel the week the bids were opened as reported by the U.S. Department of Energy, Energy Information Administration (EIA) Midwest On-Highway Retail Diesel Price.

Any fuel adjustment shall be applied as either a credit or a charge as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the Township shall use the price index published on the US Department of Energy website [www.eia.doe.gov](http://www.eia.doe.gov). The price to be used is the EIA Midwest On-Highway Retail Diesel Price.

The fuel adjustment shall only be applied to the difference in the base price of \$2.86 per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$0.10 increase or decrease in the per gallon price of fuel above the base price. If the increase or decrease is within a range posted in the table, then a fuel adjustment shall not be applied. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice. This amount shall be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount shall be applied as a charge on the invoice if the price of fuel increases over the base price. The fuel adjustment formula shall continue to be applied at the same incremental rate if the fuel price continues to rise above or below the prices indicated on the table.

<b>Fuel Adjustment Table</b>	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price (average all types)	Applicable Adjustment %
\$2.46 - \$2.55	- 2.00%
\$2.56 - \$2.65	- 1.50%
\$2.66 - \$2.75	- 1.00%
\$2.76 - \$2.85	- 0.50%
\$2.86 - \$2.95	<b>Base Price</b>
\$2.96 - \$3.05	+ 0.50%
\$3.06 - \$3.15	+ 1.00%
\$3.16 - \$3.25	+ 1.50%
\$3.26 - \$3.35	+ 2.00%
\$3.36 - \$3.45	+ 2.50%

**6.7 Permissible Pass-Through Charges** Any and all governmental fee increases incurred for disposal or processing of Solid Waste or Recyclable Materials may be passed on by the Collection Contractor to the Residential Unit. Any and all governmental fee decreases shall be passed on by the Collection Contractor to the Residential Unit. A governmental fee, cost or charge of any kind is a fee applied to the disposal or processing of Solid Waste or Recyclable Materials levied by the United States Federal Government, State of Ohio, a county, township, or solid waste district or Medina County Solid Waste District's facilities. The Collection Contractor shall give the Township and Residents as much notice as is practicable before adjusting for governmental or District fee 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 and Recyclables Processed Services Billed Monthly:  
Per Ton Price Difference ÷ 12 = Monthly Charge*

**6.8 Data Collection and Monthly Reporting** The Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the Township: (a) a record of the number of Residential Units within the Township for which Solid Waste was collected by the Contractor on each regular collection day; (b) a record of the number of Residential Units within the Township for which Recyclable Materials was collected by the Contractor on each regular collection day; and (c) a record of the total amount of Solid Waste and/or Recyclable Materials collected within the Township pursuant to this Collection Agreement specified in tons, for each day that such Solid Waste and/or Recyclable Materials are delivered for disposal or processing (by commodity). Upon request of the Township, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the disposal or processing facilities. The Contractor shall prepare such records and provide them to the Township and the Medina County Solid Waste Coordinator on not less often than a monthly basis.

## **SECTION VII — BREACH, CURE, AND TERMINATION**

**7.1 Breach of Contract; Termination** Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the Township may terminate the Collection Agreement in the following manner: the Township shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the Township 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 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 material failures to perform the Collection Services, the Township may terminate this Collection Agreement. Any such termination shall not take effect until the Township is able to secure alternate or substitute service provider for the Collection Services. The Township may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the Township, in the exercise of the reasonable discretion of the Township.

**7.2 Surety or Township Cover in the Event of a Material Failure** In the event of termination, the 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 Township 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 Township is unable to provide or obtain cover, the effective termination date may be delayed by the

Township until the Township completes the process of obtaining a substitute service provider of the Collection Services. In such event, the 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 Township's receipt of more than twenty (20) independent and unrelated bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Township has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Township income taxes.

- 7.3 Termination for Change of Control of Contractor** The award of this Collection Agreement is based on the ownership and control of the 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 Contractor shall be merged or sold, the Township shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Contractor, which shall be exercised within 60 days of the Township receipt of written notice regarding such change in ownership. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Township is able to obtain alternate or substitute service.
- 7.4 Termination of Facility Agreements** The Contractor is required to deliver Solid Waste and Recyclable Materials collected pursuant to the Collection Services Agreement to the facility or facilities identified in the Bid. In the event of the termination of any agreement between the Contractor and the identified facility or facilities through no fault of the Contractor, the Contractor shall be excused from delivering materials to such identified facility or facilities. The Contractor may deliver such materials to an alternate facility selected by the Contractor, upon notice to the Township. Any increase or decrease in the cost of providing Collection Services as a result of the termination of Contractor's facility agreement shall follow the procedure as outlined in Section 6.7 Permissible Pass-Through Charges.

## **SECTION VIII – MISCELLANEOUS PROVISIONS**

- 8.1 Entire Agreement** This Collection Agreement, Bid Form 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 Contractor, Attention: Sarah Mathews, with a courtesy copy to Rumpke of Ohio, Inc. Legal Department, and to the Township, Attention Fiscal Officer at their respective addresses set forth above. Any change in address shall be given in like manner.
- 8.3 Waiver** No waiver, discharge, or renunciation of any claim or right of the Township or the Contractor arising out of a breach of this Collection Agreement by the Township or the Contractor shall be effective unless in writing signed by the Township and the 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 any county in which all or a part of the Collection Services are being rendered.

- 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 Contractor shall not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the Township, 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 Township and the Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement shall be for the sole and exclusive benefit of the Township and the Contractor and not for the benefit of any other party.
- 8.8 Force Majeure** Performance hereunder may be temporarily or permanently suspended where made impracticable due to events beyond the reasonable control of the party required to perform. Such events include, but are not limited to: acts of God; war, insurrection, or acts of terrorist; acts beyond the reasonable control of Contractor, extreme market conditions; extreme weather or the intervening acts of a superior governmental authority. Neither the Township nor the Contractor shall be considered in breach of this Agreement to the extent that performance of their reasonable obligations is prevented by an event of force majeure that arises after the Effective Date.

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

WITNESS

The Board of Township Trustees  
York Township, Medina County, Ohio

Signature: Richard M. Monroe  
Name: Richard M. Monroe  
Title: Trustee  
Date: 10-30-2019

Signature: [Signature]  
Print Name: DENNIS E. PAUL  
Date: 10/30/2019

Signature: William Pavlick  
Print Name: William E. Pavlick  
Title: Trustee  
Date: 10-30-2019

Signature: [Signature]  
Print Name: Sarah Matthews  
Date: 10/30/2019

Signature: Todd A. Zieja  
Print Name: Todd A. Zieja  
Title: Trustee  
Date: 10-30-2019

WITNESS AND ACKNOWLEDGEMENT

State of Ohio  
County of Medina

On this 30th day of OCTOBER, 2019, before me, the undersigned Notary Public, personally appeared Richard M. Monroe, William E. Pavlick and Todd A. Zieja, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
[Signature]  
Notary Public  
Print Name: DENNIS E. PAUL  
My commission expires: \_\_\_\_\_



OFFICIAL SEAL  
DENNIS E. PAUL, ATTORNEY  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE  
SECTION 147.03 R.C.

[SEAL]

CONTRACTOR

RUMPKE OF OHIO, INC..

An Ohio corporation

WITNESS

By:
Signature: [Signature]
Print Name: William J. Rumpke, Jr.
Title: President
Date: 10/28/19

Signature: [Signature]
Print Name: Joyce Woods
Date: 10/28/19

Signature: [Signature]
Print Name: Linda Latimer
Date: 10/28/19

WITNESS AND ACKNOWLEDGEMENT

State of Ohio
County of Hamilton

On this 28th day of October, 2019, before me, the undersigned Notary Public, personally appeared William J. Rumpke, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to the be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Gina M. Schueler
My commission expires: 1/21/24



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires 1-21-2024
[SEAL]

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this Agreement has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Signature: [Signature]
Print Name: Margaret M Russell
Title: Fiscal officer
Date: 10/30/19

**EXHIBIT 1**  
**Implementation Plan**

ATTACHED



Waste & Recycling Services

3131 E. Royalton Rd., Broadview Heights, OH 44147  
Phone (800) 828.8171 Fax (440) 746.0864



### York Implementation Plan - Start Date March 2, 2020

- A. Date of Equipment order - Truck order placed 10/14/19 arrival mid-February. Cart order verbal discussed with manufacturer October 2019. Order set for January 2020 with delivery to staging area February 24, 2020. Cart Delivery week of February 24<sup>th</sup>.
- B. Dates of Training – the week of February 24<sup>th</sup> 2020.
- C. Written Notices/ Education Piece - Education piece started in October 2019 and submitted for approval on October 30, 2019. Final approval required by December 9<sup>th</sup>, 2019 by Trustees. Piece to printer week of December 16<sup>th</sup> for mail week of December 23, 2019. Cut off day to sign up for service level or opt out January 31, 2020.
- D. Proof of Insurance, Workers Compensation, Performance Bond attached.

**EXHIBIT 2**  
**Township Facilities List**

<b>Container Name</b>	<b>Container Location</b>	<b>Container Size</b>	<b>Frequency of Service</b>
<b>Township Hall</b>	6609 Norwalk Road	2 cubic yards	Weekly
<b>Cemetery</b>		2 cubic yards	Every Other Week
<b>Township Park</b>		2 cubic yards	EOW Jan. 1 – April 10 Weekly May 1 – Sept. 30 EOW Oct. 1 – Dec. 31

**EXHIBIT 3**  
**YORK TOWNSHIP RESIDENTIAL WASTE COLLECTION**  
**MEDICAL PICK-UP SERVICE APPLICATION**

York Township, when possible, provides a special Medical Pick-Up service to residents who are disabled or physically unable to place their solid waste and recycling at the designated point of collection. While York Township is able to provide this service in certain circumstances, we must limit its availability to those whose mobility is medically and physically impaired. One application is required for each person in the household.

To begin service, each household member should complete the "Resident's Certification for Medical Pick-Up Exemption" section of this form below. Each resident's physician should then complete the "Physician's Certification for Medical Pick-Up Exemption," confirming that the resident has a condition that prevents him/her from bringing his/her solid waste and recycling to the curbside pick-up location. Please be advised that, in order to cover the additional cost of the Medical Pick-Up service, an additional fee may be added to the household's monthly trash bill. These fees are subject to change without notice.

Please note, residents utilizing medical pick-up service shall be restricted to two bags of trash or one trash cart and one Recycling cart per week for the household. Trash bags or trash cart and Recycling cart must be placed at the front of the garage or front door of the home on the day of collection. Please note that, even with a certification, this service may not be available for certain addresses. Residents are responsible for keeping walkways and driveways clear in order to receive this service. Upon completion, please return this form to York Township Hall, 6609 Norwalk Road, Medina, Ohio 44256. You shall be provided with a phone call confirming your entry into the program.

**RESIDENT'S CERTIFICATION FOR MEDICAL PICK-UP EXEMPTION**

*(To Be Completed by the Resident – All Fields Require an Answer)*

Please Check: \_\_\_ I certify that I have no available relative, friend, or neighbor who is willing to perform these tasks on my behalf. I hereby request Residential Waste Collection Medical Pick-Up Service, I agree to pay such cost for the service, and I give consent to my physician to release information to York Township about my condition. This certification is made with the understanding that any false statement may constitute theft of services, a prosecutable offense.

Resident's Name: \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Address: \_\_\_\_\_ York Township, Ohio 44256

Number of Persons Living in Household (Answer Required): \_\_\_\_\_

*Certification of disability is required for all persons 12 years of age or older living in the household.*

Phone Number: \_\_\_\_\_

**York Township**  
*Medina County, Ohio*

**EXHIBIT 3**  
**YORK TOWNSHIP RESIDENTIAL WASTE COLLECTION**  
**MEDICAL PICK-UP SERVICE APPLICATION**

PHYSICIAN'S CERTIFICATION FOR MEDICAL PICK-UP EXEMPTION  
*(To Be Completed by Resident's Physician – All Fields Require an Answer)*

Documentation is required to verify the need of each resident who requests exemption services. Please fill out this section on behalf of your patient who is currently requesting these services. This certification is made with the understanding that any false statement may constitute theft of services, a prosecutable offense. Your cooperation in this matter is greatly appreciated.

I hereby certify that \_\_\_\_\_ is under my care, and is physically unable to place his/her Solid Waste at the designated point of collection in the manner required. I hereby request that York Township's Residential Waste Collection program perform a special medical pick-up for my patient.

Physician's Name: \_\_\_\_\_

Practice Name / Affiliation: \_\_\_\_\_

Physician's Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Office Address (Street, State, Zip): \_\_\_\_\_

Phone Number: \_\_\_\_\_

**York Township**  
*Medina County, Ohio*

**2019 York Township Bid for Solid Waste and Recyclable Materials Services  
Mandatory Pre-Bid Meeting and Written Questions Received  
Questions and Answers  
Addendum #1 – August 22, 2019**

**EXHIBIT 4 (Revised – Addendum #1)  
AFFIDAVIT TO OPT OUT FOR SOLID WASTE SERVICES  
PROVIDED BY THE TOWNSHIP OF YORK**

To opt out of solid waste services provided by York Township, I hereby file this affidavit stating such. In order to continue, affidavits must be submitted annually, no later than **January 31<sup>st</sup>** of each year.

You may deliver, in person or by mail, your original affidavit, to the following address. Our office will review this form and approval will be determined on a case-by-case basis.

York Township Hall  
C/o Todd Zieja, Trustee  
6609 Norwalk Road  
Medina, Ohio 44256

Customer: \_\_\_\_\_

Property Address: \_\_\_\_\_

Reason for Opting Out:

- I receive commercial solid waste service on my property for my business.
- I own my own business, or have the permission of the business owner, as evidenced by the owner's signature below, and will be using the commercial solid waste service at that location.
- I will be utilizing the solid waste services provided by the Medina County Solid Waste District.

By signing my name below, I agree that I am not utilizing York Township's solid waste services, including recycling services, and have other means of disposing such solid waste. I am prohibited from utilizing another residential solid waste collection service at my residence. If, at any time, if there is cause to believe that solid waste is not being disposed of in accordance with this affidavit, York Township will notify me in writing of such and solid waste services shall be imposed on me.

\_\_\_\_\_  
Customer Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Business Owner's Signature (If Applicable) \_\_\_\_\_  
Date

FOR OFFICE USE ONLY			
	Received By	Approved	Approved By
		Yes    No	
Comments:			

EXHIBIT 5  
PERFORMANCE BOND

ATTACHED

- A) PERFORMANCE BOND
- B) PROOF OF INSURANCE
- C) WORKERS COMPENSATION PROOF
- D) COLLISION LIABILITY INS. PROOF

SA

Bond #870644

**EXHIBIT 5**  
**Performance Bond for Collection Services**

**PERSONS BY THESE PRESENTS**, that we, the undersigned Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio ("Principal") and Evergreen National Indemnity Company [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 Medina County Board of Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District ("Beneficiary") in the sum of XXXX, 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 Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio by and between Principal and Beneficiary, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, a copy of which is hereto attached and made a part hereof, for the for the purpose of Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York within the Medina County Solid Waste Management District and delivered to a Single Stream MFR for materials recovery..

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and Contracts of said Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety, and if Principal shall satisfy all claims and demands incurred under such Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio, 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, the same shall 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 Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio 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 Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Performance Bond under their several seals, if any, this 4th day of October, 2019, by their respective representatives, pursuant to authority of their respective governing bodies.

(Name of Principal)\* Rumpke of Ohio, Inc.

(Affix Corporate Seal) \_\_\_\_\_

By: William J. Rumpke, Jr.  
Its: William J. Rumpke, Jr., President

Address: 3990 Generaton Drive, Cincinnati, OH 45251

(Name of Evergreen National Indemnity Company Corporate Surety) \_\_\_\_\_

(Affix Corporate Seal) \_\_\_\_\_

By: Patricia A. Temple  
Its: Patricia A. Temple, Attorney-In-Fact

Hilarie B. Frankenberry

Address: 6140 Parkland Boulevard, Suite 321  
Mayfield Heights, OH 44124

**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 Bid 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 Bid 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 Bid Bond; that \_\_\_\_\_, who signed the Bid 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 Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Affix Corporate Seal) \_\_\_\_\_

**EVERGREEN NATIONAL INDEMNITY COMPANY**

**MAYFIELD HEIGHTS, OH**

**POWER OF ATTORNEY**

POWER NO. **870644**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:  
**Patricia A. Temple**

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Two Hundred Thirty-Three Thousand, Nine Hundred Twenty-Eight and 00/100 Dollars (\$233,928.00)**.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*

Matthew T. Tucker, President

By: *David A. Canzone*

David A. Canzone, CFO

Notary Public)  
State of Ohio) SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
04-04-2022

*Penny M. Hamm*

Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2022

State of Ohio ) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force this 4<sup>th</sup> day of October, 2019.



*Wan C. Collier*

Wan C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2020

**State of Ohio**  
**Department of Insurance**  
*Certificate of Authority*

This is to Certify, that

**EVERGREEN NATIONAL INDEMNITY COMPANY**

NAIC No. 12750

is organized under the laws of this State as of December 30, 1939 and is authorized to issue policies and transact business under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Aircraft	Private Passenger Auto - Liability
Allied Lines	Private Passenger Auto - No Fault
Boiler & Machinery	Private Passenger Auto - Physical Damage
Burglary & Theft	Surety
Commercial Auto - Liability	Workers Compensation
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Earthquake	
Fidelity	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	
Ocean Marine	
Other Liability	

This Certificate of Authority is subject to the laws of the State of Ohio.



**Mike DeWine, Governor**

A handwritten signature in cursive script, reading "Jillian Froment".

**Jillian Froment, Director**



# Evergreen National Indemnity Company

## Certificate

2018

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.


### STATEMENT OF INCOME

Direct Written Premium	\$ 31,617,756
Reinsurance Assumed	2,533,896
Reinsurance Ceded	(21,918,974)
Net Written Premium	12,232,678
Change in Unearned	(804,664)
Net Earned Premium	11,426,014
Losses & LAE Incurred	404,311
Net Commission Expense	4,832,881
Other Expenses	3,556,325
Underwriting Gain/ (Loss)	2,632,497
Net Investment Income	1,823,405
Net Realized Capital Gains (Loss)	(320,986)
Other Income/ (Expense)	74,469
Income Before FIT	4,209,385
Federal Income Tax	758,343
Net Income	3,451,042

### BALANCE SHEET

<u>Assets</u>	
Invested Assets	46,380,533
Uncollected premium and agents' balances	1,793,182
Reinsurance Recoverable	202,070
Other Assets	593,889
<b>Total Assets</b>	<b>48,969,674</b>
<u>Liabilities &amp; Surplus</u>	
Unearned Premium Reserve	6,201,804
Loss & LAE Reserves	4,403,765
Ceded Reinsurance Payable	2,496,345
Other Liabilities	1,439,593
<b>Total Liabilities</b>	<b>14,541,507</b>
<b>Surplus</b>	<b>34,428,167</b>
<b>Total Liabilities &amp; Surplus</b>	<b>48,969,674</b>

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2018.

  
David A. Canzone, Treasurer



5c



Bureau of Workers' Compensation  
30 W. Spring St.  
Columbus OH 43215-2256

Governor Mike DeWine  
Administrator/CEO Stephanie B. McCloud  
www.bwc.ohio.gov  
1-800-644-6292

05/21/2019  
Date Mailed

#BWNFVSQ  
#XX10161029#

RUMPKE CONSOLIDATED COMPANIES, INC.  
3990 Generation Drive  
CINCINNATI, OH 45251-4524

RE: Policy number: 20005522

Dear Employer,

Attached is the Certificate of Coverage and Finding of Facts authorizing your company to continue operations under sections of Ohio law covering self-insured risks.

Please provide a copy of the Certificate of Coverage to each of your Ohio locations, and post it for all employees to view.

Sincerely,

David Sievert  
Interim Director, Self-Insured Department

Certificate cover letter

5c



Bureau of Workers' Compensation  
30 W. Spring St.  
Columbus OH 43215-2256

Governor Mike DeWine  
Administrator/CEO Stephanie B. McCloud  
www.bwc.ohio.gov  
1-800-644-6292

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**FINDING OF FACTS**

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

RUMPKE CONSOLIDATED COMPANIES, INC.  
3990 GENERATION DRIVE  
CINCINNATI, OH 45251-4524

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

July 1, 2019 to July 1, 2020

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

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Sincerely,

*Stephanie B. McCloud*  
Stephanie B. McCloud  
Administrator/CEO

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Bureau of Workers' Compensation  
30 W. Spring St.  
Columbus OH 43215-2256

Governor Mike DeWine  
Administrator/CEO Stephanie B. McCloud  
www.bwc.ohio.gov  
1-800-644-6292

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

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

Policy Number and Employer Name 20005522	Period Specified Below
RUMPKE CONSOLIDATED COMPANIES, INC. 3990 Generation Drive CINCINNATI, OH 45251-4524	July 1, 2019 to July 1, 2020

Sub(s):

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



Waste & Recycling Services

**Dorothea Martin** — Workers Compensation Administrator

3990 Generation Drive, Cincinnati, Ohio 45251  
Office: 1.800.828.8171 Ext. 2627 • Fax: 513.741.5205  
Cell: 513.623.4149  
Email: dorothea.martin@rumpke.com  
www.rumpke.com



Waste & Recycling Services

**Ann Julien** — Workers Compensation Administrator

3990 Generation Drive, Cincinnati, Ohio 45251  
Office: 1.800.828.8171 Ext. 2626 • Fax: 513.741.5205  
Cell: 513.310.0274  
Email: ann.julien@rumpke.com  
www.rumpke.com

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

Sincerely,

Stephanie B. McCloud  
Administrator/CEO

BWC-7201

SI-1

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph a. of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



**ENDORSEMENT**

This endorsement, effective 12:01 AM: **12/31/2018**  
Forms a part of Policy No.: **42-GLO-100418-05**  
Issued to: **Rumpke Consolidated Companies, Inc.**  
By: **National Fire & Marine Insurance Company**

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY  
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

**SCHEDULE**

Any such person or organization but only to the extent required by a written contract executed prior to the "occurrence" or offense.  
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:  
This insurance does not apply to:  
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.  
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and  
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.  
**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**  
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:  
1. Required by the contract or agreement; or

However:

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2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

**EXHIBIT A**