ORDINANCE C-26-26

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

WHEREAS, the City is in the final year of its solid waste, recycling material and yard waste franchise agreement issued under Chapter 725 of the Grove City Codified Ordinances; and

WHEREAS, to obtain the lowest price for the residents of the City of Grove City, the collection franchise was bid jointly by the Solid Waste Authority of Central Ohio ("SWACO") with Jackson Township, Hamilton Township, Norwich Township, the Village of Urbancrest, Village of Lockbourne and the City of Hilliard; and

WHEREAS, sealed bids for the collection, transportation and disposal of solid waste, recycling and yard waste material as outlined in Chapter 725 of the Codified Ordinances of the City of Grove City, Ohio were received on February 13, 2026; and

WHEREAS, Local Waste Services, LLC ("Local Waste") was the lowest, best and most responsive bid for a collection period of five (5) years commencing January 1, 2027 through December 31, 2031.

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

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

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Ted A. Berry, President of Council

Passed: 07-06-2026

Richard L. Stage, Mayor

Effective: 08-06-2026

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-26-26

EXHIBIT A

AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the Participating Community of Grove City, Ohio (the "Collection Agreement") entered into this____day of_____, 2026, is by and between the Participating Community of Grove City, Ohio (the "Participating Community"), with its offices located at 4035 Broadway, Grove City, Ohio 43123, and Local Waste Services Ltd. (Collection Contractor), a Limited Liability Company with an office located at 1300 South Columbus Airport Rd., Columbus, Ohio 43207.

RECITALS

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

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

WHEREAS, on December 22, 2025 and December 29, 2025, the Participating Community, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2027 Solid Waste Consortium 3 Communities"), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

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

WHEREAS, following the February 13, 2026 official opening of the bids by the 2027 Solid Waste Consortium and consideration of bids for Collection Services, the Participating Community determined that the Collection Contractor is qualified to provide the Collection Services to the Participating Community and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the Collection Contractor has selected Rumpke Recycling & Resource Center to

provide Recycling Services and has verified that all recyclable materials will be processed at the Facility, so Recyclable Materials shall be delivered to: 1190 Joyce Avenue, Columbus, Ohio 43219; Yard Waste shall be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community; and

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

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

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

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

ARTICLE I - DEFINED TERMS

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

ARTICLE II - AGREEMENT, TERM & RENEWAL TERMS

2.1. Agreement and Independent Collection Contractor Status. The Participating Community hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Participating Community Facilities and during certain Special Events within the Participating Community to the Designated Facilities. Except in the event a Participating Community implements a Food Waste, Textile or other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.

2.2. Effective Date and Term. This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for five (5) years, beginning on January 1, 2027, and terminating on December 31, 2031.

2.3. Implementation Plan. On or before August 1, 2026, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall provide to the Participating Community and SWACO the total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including

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

ARTICLE III - GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

3.1. **Collection and Delivery Services to Designated Facilities.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, Residential Unit Equivalent, Participating Community Facilities and during Special Events located within the Participating Community. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the Collection Contractor's Identified Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO or is otherwise approved by the Participating Community. The Collection Contractor shall pay to the owner or operator of the Participating Community-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and Yard Waste collected by the Collection Contractor and delivered to the Participating Community-Designated Facilities. The charge by the Participating Community-Designated Facilities shall be limited to the charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill or Transfer Station operated by SWACO, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste facility or such rates and charges applicable at Yard Waste facility otherwise approved by the Participating Community. The Collection Contractor shall pay all charges, costs, fees and expenses incurred for the disposal or processing of Recyclable Materials at the Collection Contractor's Identified Facility. Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed

by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

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

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

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

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

3.4. **Collection Contractor Ability to Communicate with Vehicles in the Field.** The Collection Contractor shall maintain two-way radio or cellular telephone or other means of

communication service with the drivers of all vehicles used to provide Collection Services within the Participating Community, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.

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

3.6. Recyclable Materials Collection Containers.

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

In the event that the Participating Community does not provide residents with collection containers for Recyclable Materials, the Collection Contractor shall provide each Residential Unit with one (1) 65-gallon (unless a different size is indicated in Exhibit E), wheeled and lidded recycling container at no additional charge. The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided container or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. If the Participating Community has not provided Residential Units with a collection container, the Collection Contractor may also offer to rent an additional 48-, 64-, or 96-gallon, wheeled collection container for Recyclable Materials to Residents at the price stated on Exhibit G.

If the Participating Community provides Recyclable Materials containers, then the Participating Community is responsible for delivery and maintenance of the containers. If the Collection Contractor provides the Recyclable Materials containers, then the Collection Contractor is responsible for delivery and maintenance of the containers.

3.7. Solid Waste and Yard Waste Collection Containers.

[STATUS QUO, RESIDENT-PROVIDED CONTAINERS]

Residents shall provide Solid Waste collection containers. Residents shall also provide containers for Yard Waste. The volume of Solid Waste and Yard Waste placed curbside for collection by each Residential Unit or Residential Unit Equivalent shall be unlimited, and the Collection Contractor shall collect such Solid Waste and Yard Waste. In the event

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

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

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

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

Collection Contractor's certification and documentation that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The Participating Community shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G.

3.10. Collection of Home Remodeling Construction and Demolition Debris. The Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Participating Community Residents.

3.11. Services at Participating Community Facilities. The Collection Contractor shall provide collection containers to the Participating Community at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached hereto and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the Participating Community at no additional charge, unless otherwise indicated in Exhibit E, provided that Participating Community requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the Participating Community upon written notice to the Collection Contractor. Unless otherwise stated in Exhibit E, the Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E and provide collection and delivery to the Collection Contractor's Identified Facility for Recyclable Materials at no additional charge.

3.12. Collection at Special Events and Minor Remodeling Projects of Participating Community Buildings. The Collection Contractor shall provide open top roll-off containers of up to forty (40) yards capacity and disposal for Solid Waste and Recyclable Materials upon request of the Participating Community for Special Events, in the amount of containers and number of pulls included on attached Exhibit E. In addition, the Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year for no more than two (2) pulls as requested by the Participating Community, and collect and dispose of the Solid Waste in such additional containers without additional charge, unless otherwise indicated in Exhibit E. The Collection Contractor shall provide open top roll-off containers and of up to thirty (30) yards capacity for the minor remodeling of any Participating Community Facility, up to five (5) pulls per year without additional charge, unless otherwise indicated in Exhibit E.

The Collection Contractor shall provide up to four 30-yard solid waste collection containers, twice per year, for an annual total of eight 30-yard solid waste containers, at no cost to the Participating Community for community cleanups. The length of time for a community cleanup may last up to five days. For all of the above services, the Collection Contractor is responsible for the delivery of the containers, pickup of containers after event, transportation of containers to an approved disposal facility, and the costs associated with

disposal of the material within the containers. Unless otherwise indicated in Exhibit E, there shall be no costs for the community for this service and the bid price shall include this service.

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

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

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

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

4.2. **Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week.

4.3. **Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars ($200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.

4.4. **Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail or, if preferred by the Unit owner or tenant, by electronic means, listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services, including the obligation to place only accepted Recyclable Materials and Yard Waste in the appropriate containers. Notice shall identify the Recyclable Materials and Yard Waste acceptable for processing, a contact telephone number for the Participating Community and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The notice may include notification of any fuel price adjustments implemented pursuant to Section 6.5. The initial notice, including the procedures and obligations, shall be submitted to the Participating Community for approval by August 1, 2026. Subsequent notices shall be submitted to the Participating Community for approval not later than twenty (20) days prior to mailing to the Residential Units. The bid price shall include all costs associated with development and distribution of the written notice.

4.5. **Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.

4.6. **Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the Participating Community or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. In the event the Collection Contractor directly bills

the Residents, the City shall not be responsible for the cost of Optional Carry-out Collection Service.

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

4.8. **Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor, including reimbursement to the Participating Community for replacement of any Participating Community-provided collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor–provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor–provided collection containers shall be maintained, repaired, and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.

4.9. **Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection

Contractor shall provide the Participating Community with copies of all tags left at each Residential Unit pursuant to this Section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the Participating Community and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the Participating Community and the Residents receiving the Collection Services.

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

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

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

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

4.13. **Biannual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in April and October of each contract year or other dates as indicated by the Participating Community and provide the survey results to the Participating Community and the Solid Waste Authority of Central Ohio no later than May 31st and November 30th of the survey year. The participation survey shall

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

ARTICLE V - PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

5.1. Performance Assurance. The Collection Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition, including Force Majeure, which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the Participating Community its written response to any such demand. In the event that the Participating Community does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the Participating Community deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.

5.2. Performance Bond. Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of two hundred fifty thousand dollars ($250,000.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Participating Community, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Participating Community accepts, in writing, a substitute surety.

5.3. Liability Insurance. The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of

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

5.4. Proof of Insurance. All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Participating Community and authorized to do business in the State of Ohio. The Participating Community shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Participating Community promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Participating Community not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Participating Community at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.

5.5. Workers' Compensation Coverage. Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the Participating Community satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the Participating Community free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

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

a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and

b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

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

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

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

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

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

6.1. ~~**Collection Contractor Billings to the Participating Community for Payment.** The Collection Contractor shall bill the Participating Community for the Collection Services within ten (10) days following the end of the month, and the Participating Community shall~~

~~pay the Collection Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the prices and charges stated in the Exhibit G, increased for additional services requested and approved by the Participating Community or reduced by the Participating Community as provided in this Collection Agreement. In the event the Participating Community reduces payment to the Collection Contractor, in good faith and at its sole discretion, the Participating Community will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Collection Contractor disputes the basis for the reduction in payment, the Participating shall consider the basis for the dispute and may refund any such deduction to the Collection Contractor. However, the Participating Community is under no obligation to accept the validity of any such dispute.~~

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

ALTERNATIVE BILLING / PAYMENT PROVISIONS (for Grove City)

Contractor to Bill and Obtain Payment of Service Charges From Residential Units. At the option of the Participating Community at any time during the term of the contract and as authorized by Section 3707.43 or 505.27(A) and 505.31(B) of the Ohio Revised Code, the Collection Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Collection Contractor under this Agreement on a quarterly (or monthly) basis on behalf of the Participating Community. Such Service Charges shall include all related collection, disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form attached as Exhibit G and, unless otherwise provided by this Collection Agreement, shall not contain any additional charges, including but not limited to charges for payment by credit card or automatic payment. In the event the Contractor provides any Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly (or monthly) invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item.

All fees for Collection Services collected by the Collection Contractor for the Participating Community shall be placed into and held in a separate and distinct account to the credit of the Participating Community. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate Participating Community official is obtained. Within five (5) to seven (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of the Participating Community to determine whether Contractor has performed its contractual obligations properly. Subject

to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the Participating Community. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the Participating Community within three (3) business days. The Participating Community may, upon ninety (90) days' notice to the Collection Contractor, terminate the Collection Contractor billing service and pay the Collection Contractor directly for the services.

The Collection Contractor shall provide the Participating Community with quarterly statements reporting the addresses of all Residential Units that are delinquent in payment of Service Charges. An account is delinquent when it has not been paid for at least one prior quarter of Service Charges. In the event of non-payment by the Owner of a Residential Unit, the Collection Contractor shall continue to provide Collection Services in a like manner unless and until the Collection Contractor receives written notice from the Participating Community to suspend or terminate Collection Services at a particular address. During the first or any subsequent quarter of non-payment by the Owner of a Residential Unit, the Collection Contractor is permitted to take any commercially reasonable action to collect delinquent payments other than suspension or termination of service, but is not obligated to take any actions besides those outlined herein.

[COLLECTING DELINQUENT CHARGES THROUGH PROPERTY ASSESSMENT]

Following the first full quarter of non-payment of Service Charges, the Collection Contractor shall provide the Participating Community with an individual letter addressed to the Owner of each Residential Unit that is delinquent in payment of Service Charges. The letter is to be signed and sent via certified mail by the fiscal officer of the Participating Community to the Owner of the Residential Unit notifying the Owner of any unpaid Service Charges. The delinquency notice shall contain language approved by the Board of Trustees advising the Owner that Service Charges are due and owing to the Participating Community, and the failure to pay the Service charges may result in additional late fees, reasonable interest, or costs of collecting delinquent charges to be assessed against the property, in addition to the Service Charges. The Collection Contractor shall be responsible for obtaining the Owner's address for the written demand, and shall be responsible for calculating the amount of payment due and owing for Service Charges. If the Collection Contractor is unable to ascertain the mailing address of the Owner of a Residential Unit that is delinquent, the Collection Contractor shall post a delinquency notice at the Residential Unit.

Following the commencement of the written demand process for any delinquent account, the Collection Contractor shall submit reconciliation reports to the Participating Community each quarter. Each report shall provide details on the status of all delinquent accounts, and shall include the cost of Service Charges as well as late fees, reasonable interest, or cost of collection, if applicable and charged by the Participating Community.

If the written demand does not result in payment within sixty (60) days, the Participating Community may proceed with further collection efforts pursuant to Section 505.29 of the Ohio Revised Code or applicable municipal ordinance(s). The unpaid Service Charges, as well as late fees, reasonable interest, or cost of collection, if applicable, shall constitute a lien upon the property served, and shall be collected in the same manner as other property taxes. When the Participating Community collects a past due amount for non-payment of

Service Charges, the Participating Community shall promptly forward to the Collection Contractor no less than the full amount due and owing for the provision of Collection Services. The Participating Community may also include all or a portion of any late fee, reasonable interest, or cost of the collection of delinquent charges assessed to compensate the Collection Contractor on an equitable basis. The Participating Community may, upon ninety (90) days' notice to the Collection Contractor, terminate the Contractor billing service and pay the Contractor directly for the services.

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

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

6.3. **Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the Participating Community. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the Participating Community that Collection Services is not required at the unoccupied or vacant Residential Unit. The Participating Community shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the Participating Community or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

6.4. **Annual Review and Report.** The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:

(a) Records regarding Bulk Item as required by Section 3.8 herein;

(b) Records regarding appliances containing CFCs as required by Section 3.9 herein;

(c) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;

(d) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein;

(e) Results of the two residential recycling participation surveys and respective numbers of participants and non-participants, as required by Section 4.13 herein;

(f) Records regarding addresses of all Residential Units and Residential Unit Equivalents which are delinquent in payment of Services Charges, as required by Section 6.1 herein;

(g) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein;

(h) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;

(i) A record of the number of collection container types by volume and address within the Participating Community and collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;

(j) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection

Agreement that the Collection Contractor delivers to the Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Designated Facilities, as required by Section 6.8 herein; and

(k) Copies of weight receipts and invoices that the Collection Contractor obtains from the Designated Facilities, as required by Section 6.8 herein.

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

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

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

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

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on February 9, 2026 (the Monday preceding the Bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter

(quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less ($0.25) per gallon from the base price. Each twenty-five-cent incremental ($0.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

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

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

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average diesel gallon equivalent of **CNG fuel** ($3.11) as determined by the average diesel gallon equivalent ("DGE") in the **Midwest Region** on February 9, 2026 (the Monday preceding the Bid opening), or the most recent price published, as determined by the U.S. Department of Energy, Clean Cities Alternative Fuel Price Report (energy.gov) (as of October 2025, Table 6). In the event, this resource is not available, the Participating Community and Collection Contractor shall agree to an alternative resource to determine the average price for CNG fuel.

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

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

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

a) Any and all Governmental Fee increases or decreases for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the Recycling Processing Facility and the Participating Community Designated Yard Waste Services Facilities. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO;

b) Any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill; and

c) Any increase or decrease in a rate or charge incurred for disposal or processing of Yard Waste at a Designated Facility or SWACO-approved facility.

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

For Solid Waste Disposal: per ton price difference ÷ 12
For Recyclable Materials Processing (Governmental Fee Only): (1/4) (per ton price difference) ÷ 12
For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

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

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

a) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day;

b) A record of the number of collection container types by volume and address within the Participating Community collected by the Collection Contractor on each regular collection day;

c) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Designated Facilities;

d) Copies of weight receipts and invoices that the Collection Contractor obtains from the Designated or Identified Facilities;

e) Records regarding Bulk Item as required by Section 3.8 herein;

f) Records regarding appliances containing CFCs as required by Section 3.9 herein;

g) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;

h) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein; and

i) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein.

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

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

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

ARTICLE VII - BREACH, CURE, AND TERMINATION

7.1. Breach of Contract; Termination. Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the Participating Community may terminate the Collection Agreement in the following manner: the Participating Community shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the Participating Community with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the Participating Community may terminate this Collection Agreement. Any such termination shall not take effect until the Participating Community is able to secure alternate or

substitute performance for the Collection Services. The Participating Community may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the Participating Community, in the exercise of the reasonable discretion of the Participating Community.

7.2. **Surety or Participating Community Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Participating Community shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Participating Community is unable to provide or obtain cover, the effective termination date may be delayed by the Participating Community until the Participating Community completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Participating Community's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Participating Community has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Participating Community income taxes.

7.3. **Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the Participating Community shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Participating Community is able to obtain alternate or substitute service.

7.4. **Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the Participating Community, the Participating Community may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

7.5. **Expiration or Termination of Participating Community-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain Participating Community-Designated Facilities. In the event of the expiration or termination of an agreement with a Participating Community - Designated Facility, and until notification by the Participating Community of an alternative

facility selected by the Participating Community, the Collection Contractor shall be excused from delivering materials to the Participating Community-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the Participating Community's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate Participating Community-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of utilizing an alternate facility due to the expiration or termination of a Participating Community-Designated Facility agreement shall be documented and provided to the Participating Community. Any additional reasonable costs as determined by the Participating Community incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the Participating Community obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the Participating Community is able to issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.1. **Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.

8.2. **Notices.** Unless otherwise stated herein, written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention _____ (name or title), and to the Participating Community, attention _____(name or title), at their respective addresses set forth above. Any change in address must be given in like manner.

8.3. **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Collection Contractor arising out of a breach of this Collection Agreement by the Participating Community or the Collection Contractor shall be effective unless in writing signed by the Participating Community and the Collection Contractor.

8.4. **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.

8.5. **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

8.6. **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns.

Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.

8.7. Rights or Benefits. Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the Participating Community and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the Participating Community and the Collection Contractor and not for the benefit of any other party.

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

Grove City, Ohio

_____
(Signature)

_____
(Printed Name)

_____
(Title)

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

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Street Address)

_____
(City/State/Zip)

EXHIBIT A

Defined Terms

2027 Consortium 3 Communities: collectively, the Cities of Grove City and Hilliard; the Townships of Hamilton, Jackson and Norwich; and the Villages of Lockbourne and Urbancrest each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organics: See the definition of Food Waste.

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

Participating Community or Communities: the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including Grove City, City of Hilliard, Hamilton Township, Jackson Township, Norwich Township, the Village of Lockbourne and the Village of Urbancrest.

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

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

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

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

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the Facility identified by the Collection Contractor.

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

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

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

Service Charges: the fee charged by the Collection Contractor to an Owner or to a Participating Community for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge, or pass through charges permitted by this Collection Agreement. No other charges shall be included. A Collection Contractor may not charge multiple Owners for the shared use of the same Curbside Collection Services if each Residential Unit is not provided with a separate collection container.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in

demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

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

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

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

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

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

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

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings, and similar material as meets the requirements for acceptance by the Yard Waste processing facility utilized by the Collection Contractor. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

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

EXHIBIT B

Workers' Compensation Coverage

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

Bureau of Workers' Compensation

30 West Spring Street
Columbus, Ohio 43215-2256

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

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

09/05/2025
Date Mailed

#BWNFVSQ

JOHN R. PINE
FORTUNE HR
ALLOY EMPLOYER SERVICES
130 E MAIN ST
NEW ALBANY OH 43054-9143

RE: Policy number: 20005744

Dear Self-Insuring 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.

Thank you for your cooperation.

Sincerely,

David E. Boyd
Director, Self-Insured Department

Bureau of Workers' Compensation
30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov
Mike DeWine, *Governor* Jim Tressel, *Lt. Governor* Stephanie McCloud, *Administrator/CEO*

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

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

Policy Number and Employer Name 20005744	Period Specified Below
Local Waste Services C/O FORTUNE HR 130 E MAIN ST NEW ALBANY OH 43054-9143	October 1, 2025 to October 1, 2026

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

Sincerely,

Stephanie McCloud

Stephanie McCloud
Administrator/CEO

BWC-7201
SI-1

Bureau of Workers' Compensation
30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov
Mike DeWine, *Governor* Jim Tressel, *Lt. Governor* Stephanie McCloud, *Administrator/CEO*

FINDING OF FACTS

In matter of the renewal application of 20005744
(hereinafter referred to as employer)

of

FORTUNE HR
130 E MAIN ST
NEW ALBANY OH 43054-9143

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 privilige of self-insurance to above the employer from:

October 1, 2025 to October 1, 2026

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

Sincerely,

Stephanie McCloud

Stephanie McCloud

EXHIBIT C

Implementation Plan Forms

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

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

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



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 4th day of February, A.D. 2026.

Ohio Secretary of State

Validation Number: 202603503006

LOCAL WASTE SERVICES
est. '99

Implementation Plan

Local Waste Services, Ltd. (LWS), is the current hauler for the Consortium 3 Communities, and will continue to provide the same excellent level of service as is currently being experienced. Our routing and collection days will remain the same. It's LWS' desire to purchase the carts owned by the City of Hilliard, continue maintaining them, and replacing them as necessary.

Local Waste Services has made significant technological investments that will assist our operations team in assuring that our customers are being serviced to the high standard to which they have become accustomed. Our fleet is now equipped with several cameras that not only help ensure the quality of service, but are also invaluable tools for maintaining a culture of safety among our staff. Local Waste Services has continued to invest in clean energy, having installed a CNG filling station at our facility in 2018 and continuing to add new CNG powered units each year.

It is our goal at Local Waste Services to not just be a vendor for the communities, but a partner in all aspects. Local Waste Services very much looks forward to continuing the relationship with the Consortium 3 Communities.

localwasteservices.com
614-409-9375
1300 S. Columbus Airport Rd.
Columbus, OH 43207

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2026, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____ (Principal)		_____ (Surety)	
_____ (Principal Secretary)	By:_____	_____ (Surety Secretary)	By:_____
(SEAL)		(SEAL)	
_____ (Witness as to Principal)	_____ (Address)	_____ (Witness as to Surety)	_____ (Attorney-In-Fact)
_____	_____ (Address)	_____ (Address)	_____ (Address)
		_____ (Address)	_____ (Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

_____
(Corporate Seal)

EXHIBIT E

City of Grove City

Number of residential units: 14,308 + anticipate approximately 300 new builds over the course of the contract

- Solid Waste = 14,800 tons
- Recyclable Materials = 3,382 tons
- Yard Waste = 1,964 tons

Current collection day(s): 5 days per week, see attached route map
Entity that performs billing services: Collection Contractor.
Entity that pays Recycling Processing Fees: Collection Contractor.

Municipal facilities and special events requiring service:
Permanent collection containers at the following locations at no additional cost to the City.

- City Hall, 4035 Broadway: Three 96-gallon solid waste totes; three 96-gallon recyclable materials totes.
- Service Complex, 3262 Ventura Blvd.:
  - 3-8cby solid waste dumpsters, 1-10cby dumpster, rear load, for yard waste;
  - 8-cby dumpster for recycling materials, all emptied 2x per week.
  - 1-20 yd solid waste roll-off, emptied 4 times per month.
- Safety Complex, 3360 Park St.: 1- 8 cby dumpster for solid waste, 3 – 96-gallon containers for recyclable collection. Emptied 2x per week
- Big Splash, 2831 Southwest Blvd.: 1 – 8cby dumpster for solid waste; 1- 8cby dumpster for recyclable materials. Seasonal facility, emptied 2x per week April – October.
- Gantz Farmhouse, 2255 Home Rd.: 4 – 95-gallon totes for yard waster
- Facilities Maintenance and Training building, 4444 Broadway: 1–8-yard dumpster for solid waste
- Fryer Park, 3899 Orders Rd. 2 – 8cby dumpster for solid waste; emptied 2x per week, April – October
- Chuck Boso Pavilion at Beulah Park, 3700 Glacial Lane: 1 – 8 cby solid waste dumpster, 1 – 8 cby recyclable materials dumpster, emptied 1x per week

The contractor shall collect all solid waste, recyclable materials and yard waste deposited in the collection container provided by the Contractor once per week or as otherwise indicated above, unless additional collections are necessary at the discretion of the City, at no additional charge to the City. The exact number, size and location of the above collection containers may be modified within reason at the request of the City, with agreement by Contractor.

Upon request of the City for Special Events, the Contractor shall provide two (2) open top roll-off containers of up to 20 yards capacity for solid waste and two (2) open top roll-off containers of up to 10 yards capacity for recyclable materials, inclusive of disposal and processing at no additional

charge, up to ten (10) per year, upon two (2) weeks prior written notice. The Contractor shall also provide open-top roll-off containers and collection services for the minor remodeling of any Municipal Facility upon request, inclusive of disposal charges, up to five (5) pulls per year.

Upon the City's request for yard waste, the Contractor shall provide open-top roll-off containers of up to 10 yards capacity for yard waste for the Community Gardens and Gardens at Gantz, inclusive of disposal and processing, at no additional charge up to six (6) per year, upon two (2) weeks prior written notice.

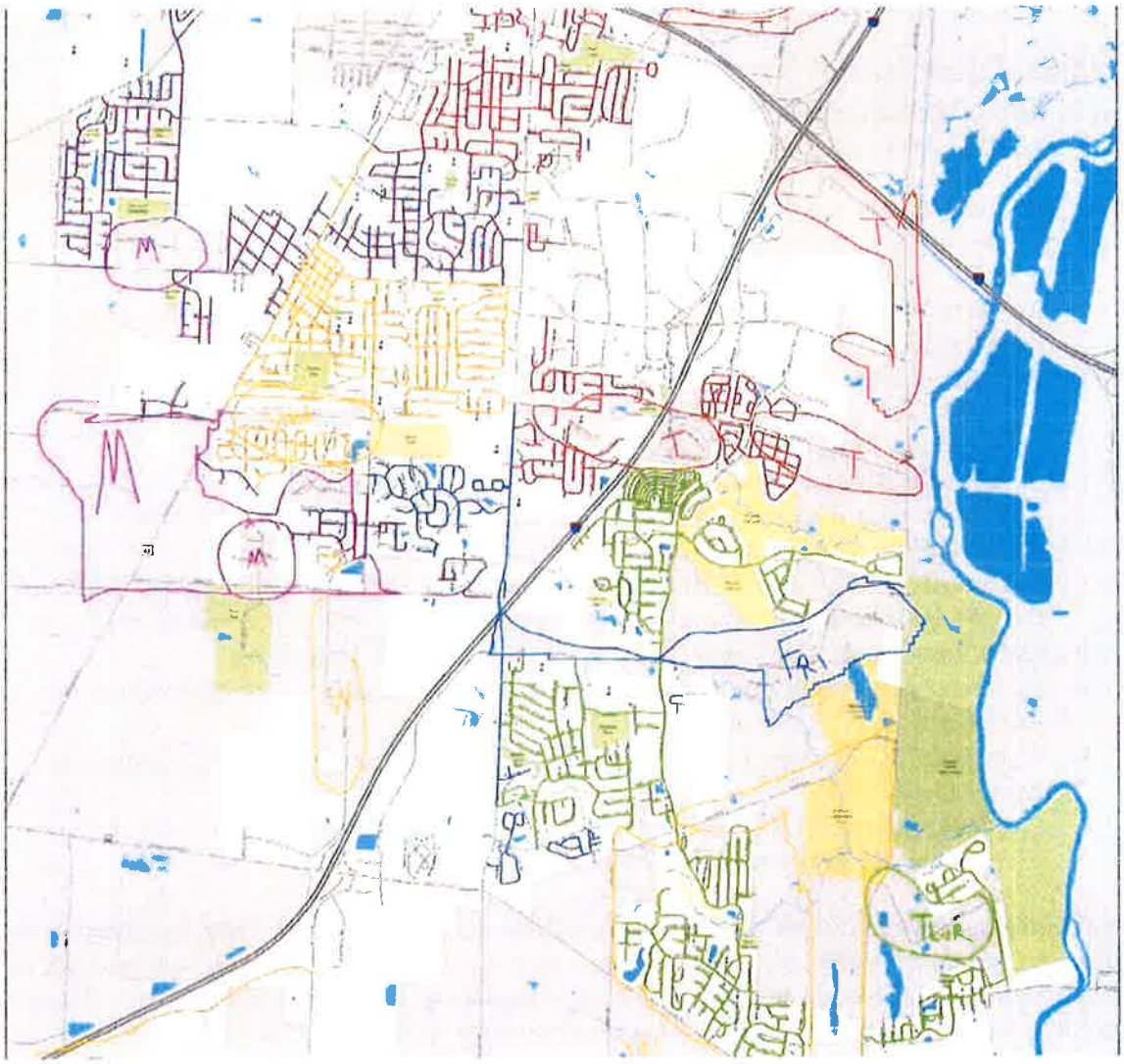


EXHIBIT F

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2025

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

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

PRODUCER	CONTACT NAME:	Brad Hosket		
Hosket Ulen Insurance Solutions LLC 6640 Riverside Dr., Suite 400 Dublin, OH, 43017	PHONE (A/C, No, Ext):	(614) 339-1771	FAX (A/C, No):	(614) 339-1788
	E-MAIL ADDRESS:	service@hosketulen.com		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Cincinnati Insurance Company	10677
INSURER B :	Gemini Insurance Co	
INSURER C :	Scion Underwriting	
INSURER D :	Upland Specialty Insurance Company	16988
INSURER E :		
INSURER F :		

INSURED
Local Waste Services LTD.
Local Waste Transportation LLC
Richard Cattran (Revocable Grantor Trust)
PO Box 359
Groveport, OH, 43125

COVERAGES **CERTIFICATE NUMBER: 1760104334546** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			ENP0758856	10/1/2025	10/1/2026	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ENP0758856	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Hired Phys Dmg	$	$50,000
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			GVE100359501	10/1/2025	10/1/2026	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ENP0758856 OH STOP GAP - Employers Liab	10/1/2025	10/1/2026	X PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Excess Liability			SCT1743425	10/1/2025	10/1/2026	Limit		$2,000,000
D	Excess Liability			USXTL1113125	10/1/2025	10/1/2026	Limit		$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See notes attached

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT G – BID FORMS – PART I

The current services for the cities of Grove City, Hilliard; the Townships of Hamilton, Jackson and Norwich; and the Villages of Lockbourne and Urbancrest are described as follows:



Residents may rent Recycling Containers for $3.50 per month

Current Provider
Local Waste is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste. (Prices below are per Residential Unit (or Equivalent) per Month for all services.)

Grove City, Jackson Twp. and Urbancrest: $19.34 current price; and $1.95 per month ($1.95 per quarter) billing.

Hamilton Twp, Lockbourne, Norwich Twp: $20.34 current price and $1.95 per month ($1.95 per quarter) billing. Local Waste provides each Residential Unit with a 95-gallon, wheeled Solid Waste collection container.

City of Hilliard: $20.47 current price, except the City rents solid waste containers to Local Waste at the rate of $1.00 per household, per month, reducing the price to $19.47 per month; $1.95 per month ($1.95 per quarter) billing.



The volume of Solid Waste placed curbside for collection by each Residential Unit is unlimited.

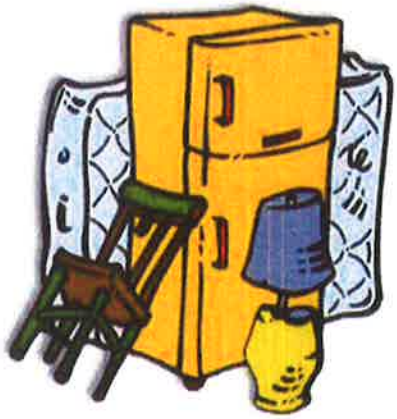


EXHIBIT G – BID FORMS – PART I

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

The 2027 Consortium 3 Communities are divided into two (2) groups as set forth in Exhibit G Part I(A) - (B); each Exhibit G Part I Bid Form and any bid price(s) submitted thereon shall apply only to the specific Participating Communities named on that particular Exhibit G Part I Bid Form. Bidders may submit a bid for **one or both** of the Participating Community groups (for example, a Bidder may choose to submit bids on the Exhibit G Part I(A) or Exhibit G Part I(B) Bid Forms, or both Exhibit G Part I(A) and Exhibit G Part I(B) Bid Forms). However, if a Bidder chooses to submit a bid for a Participating Community group, the Bidder must submit a bid for all Participating Communities on the Bid Form. Bidders are also required to provide bid prices for the Part II, additional mandatory collection services. Bidders may but are not required to provide bid prices for the Part III, additional elective collection services. The bids submitted in Part II and Part III shall only apply to the Participating Community groups for which the Bidder submitted a bid under Part I.

Collection shall occur on the following days of the week:

COMMUNITY	SW/RM	YW
Grove City	Monday - Friday	Monday - Friday
Jackson Township	Monday - Friday	Monday - Friday
Urbancrest	Tuesday	Tuesday

COMMUNITY	SW/RM	YW
City of Hilliard	Tuesday	Tuesday
Hamilton Township	Friday	Friday

Norwich Township	Monday - Friday	Monday - Friday
Lockbourne	Thursday	Thursday

EXHIBIT G – BID FORMS – PART I(A)
STATUS QUO COLLECTION BIDS
Grove City, Jackson Township, and Urbancrest

Resident-provided Solid Waste container, unlimited collection.

Solid Waste Containers and Collection

All Residents must supply their own Solid Waste collection containers or rent from the collection contractor. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited.

Recyclable Materials Containers and Collection

The collection contractor provides each Residential Unit or Residential Unit Equivalent with a 65-gallon Recyclable Materials collection container. All recyclables must be collected.
The Participating Community may provide each Residential Unit with a Recyclable Materials collection container prior to or during the term of the contract, in which case it shall become the exclusive container used for the collection of Recyclable Materials.

Yard Waste Containers and Collection

The Collection Contractor must also provide weekly Yard Waste collection, for which Residents must provide their own containers.

Bulk Collection

The Collection Contractor shall collect Bulk Items on the regularly scheduled collection day from the usual point of pickup at a Residential Unit.

Bid Entry Tables

Bidders shall provide a price for "Status Quo" service described above by entering the price in the bid entry table below for the five-year term.

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

Grove City, Jackson Township, and Village of Urbancrest
$ 23.14 FIVE-YEAR TERM (1/1/27 - 12/31/31)

All prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO, the Participating Communities' Designated Facility for Solid Waste and any fees charged for Recyclable Materials delivered to the Recycling Processing Facility Identified by the Collection Contractor. Prices shall also be inclusive of any fees charged by any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community. SWACO's current contracted Yard Waste Services providers accept residential yard waste at no charge.

All prices shall also be inclusive of services provided to Municipal Facilities (Exhibit E) at no additional charge. The Participating Communities will accept alternative bids if changing the collection day(s) of week results in a lower price.

EXHIBIT G – BID FORMS – PART I(B)

STATUS QUO COLLECTION BIDS
City of Hilliard, Hamilton Township, Norwich Township, and Village of Lockbourne

Contractor-provided Solid Waste container, unlimited collection.

Solid Waste Containers and Collection
The collection contractor provides each Residential Unit or Residential Unit Equivalent with a 95-gallon, wheeled Solid Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited.

Recyclable Materials Containers and Collection
The collection contractor provides each Residential Unit or Residential Unit Equivalent with a 65-gallon Recyclable Materials collection container. All recyclables must be collected.
The Participating Community may provide each Residential Unit with a Recyclable Materials collection container prior to or during the term of the contract, in which case it shall become the exclusive container used for the collection of Recyclable Materials.

Yard Waste Containers and Collection
The Collection Contractor must also provide weekly Yard Waste collection, for which Residents must provide their own containers.

Bulk Collection
The Collection Contractor shall collect Bulk Items on the regularly scheduled collection day from the usual point of pickup at a Residential Unit.

Bid Entry Tables
Bidders shall provide a price for "Status Quo" service described above by entering the price in the bid entry table below for the five-year term.

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

City of Hilliard, Hamilton Township, Norwich Township, and Village of Lockbourne
$ 24.14 FIVE-YEAR TERM (1/1/27 - 12/31/31)

All prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO, the Participating Communities' Designated Facility for Solid Waste and any fees charged for Recyclable Materials delivered to the Recycling Processing Facility Identified by

the Collection Contractor. Prices shall also be inclusive of any fees charged by any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community. SWACO's current contracted Yard Waste Services providers accept residential yard waste at no charge.

All prices shall also be inclusive of services provided to Municipal Facilities (Exhibit E) at no additional charge. The Participating Communities will accept alternative bids if changing the collection day(s) of week results in a lower price.

EXHIBIT G – BID FORMS – PART I(C)

Collection Contractor shall identify a Legitimate Recycling Processing Facility and provide verification that all recyclable materials will be processed.

Legitimate Recycling Processing Facility: Rumpke Recycling & Resource Center

Address: 1190 Joyce Ave. Columbus, Ohio 43219

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

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

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

Per Residential Unit **quarterly** surcharge to provide **quarterly billing services**	$ 2.55
Per Residential Unit **monthly** surcharge to provide **monthly billing services**	$ 2.55
Per Residential Unit per month surcharge for performing **Carry-Out Collection Services**[1]	$ 25.00
Per appliance surcharge for **Chlorofluorocarbon (CFC) removal**	$ 100.00
Provision of and each per pull charge for an **additional** container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	$ 45.00
Provision of and each per pull charge for an **additional** container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	$ 50.00
Provision of and each per pull charge for an **additional** container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	$ 55.00
Per pull charge for each **additional pull** of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	$ 425.00

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

Per pull charge for each **additional pull** of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	$ 475.00
Per pull charge for each **additional pull** of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	$ 550.00
Per Residential Unit per month surcharge for the **Rental** of 95 gal., 65 gal., and 32 gal. Solid Waste or Recyclable Materials collection container	$ 3.50 (95) $ 3.50 (65) $ 3.50 (35)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	$ 450.00
Price per container for purchase of all of Hilliard's containers (As of December 22, 2025, Hilliard has 10,694 solid waste containers and 10,739 recyclable materials containers)	$ 2.00
Additional Per Residential Unit per month surcharge for inclusion of smaller vehicle for City of Hilliard, Brickstone Green Neighborhood[2]	$ 25.00

[2] The City would like pricing for smaller truck pick-up service for solid waste, recycling and yard waste for Brickstone Green neighborhood comprised of 58 homes.

Additional Recyclable Materials Collection for Municipal Facilities and Special Events	**Pulls/Collections Per Week***					
Container Size	**1**	**2**	**3**	**4**	**5**	**6**
Cart/tote up to ½ cubic Yard or ≈ 95 gallon	$ 20.00	$ 40.00	$ 60.00	$ 80.00	$ 100.00	$ 120.00
2 to 3 cubic yards	$ 85.00	$ 170.00	$ 255.00	$ 340.00	$ 425.00	$ 510.00
4 cubic yards	$ 95.00	$ 190.00	$ 285.00	$ 380.00	$ 475.00	$ 570.00
6 cubic yards	$ 125.00	$ 250.00	$ 375.00	$ 500.00	$ 625.00	$ 750.00
8 cubic yards	$ 150.00	$ 300.00	$ 450.00	$ 600.00	$ 750.00	$ 900.00
10 cubic yards	$ 190.00	$ 380.00	$ 570.00	$ 760.00	$ 950.00	$ 1,140.00
6-cubic yd. compactors	$ 300.00	$ 600.00	$ 900.00	$ 1,200.00	$ 1,500.00	$ 1,800.00
8-cubic yd. compactors	$ 400.00	$ 800.00	$ 1,200.00	$ 1,600.00	$ 2,000.00	$ 2,400.00
30-cubic yd compactors	$ 1,000.00	$ 2,000.00	$ 3,000.00	$ 4,000.00	$ 5,000.00	$ 6,000.00
35-cubic yd compactors	$ 1,500.00	$ 3,000.00	$ 4,500.00	$ 6,000.00	$ 7,500.00	$ 9,000.00

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

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Billing Policy Overview

Local Waste Services (LWS) offers three billing options for municipal residential waste services. Each option provides quarterly billing with varying approaches to collections, late fees, service suspension, and municipal involvement.

All options include the same accepted payment methods and processing fees, outlined at the end of this document.

Billing Policy – Option 1: Direct Customer Billing with Service Suspension

Summary

LWS bills residents directly and manages all collections activity, including service suspension and collections placement.

Billing Structure

- Four (4) quarterly bills issued at the beginning of each billing quarter
- Bills cover three months of service per quarter

Collections Timeline

- **Day 0**: Quarterly bill issued
- **Day 30**: Payment due; $3.00 late fee assessed if unpaid
- **Day 31**: Past-due reminder letter sent; $3.00 reminder fee assessed
- **Day 60**: Service suspended for unpaid balances unless payment or acceptable arrangements are made
- **Day 90**: Unpaid balances sent to a collection agency; additional fees apply to resume service

Example (2nd Quarter 2025)

- April 1, 2025: Bill issued for April–June services
- April 30, 2025: Payment due
- May 1, 2025: Past-due reminder sent and $3.00 fee assessed
- June 1, 2025: Service suspended for unpaid accounts
- July 1, 2025: Remaining unpaid balances sent to collections

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Billing Policy – Option 2: Direct Customer Billing with Municipal Backstop

Summary

LWS bills residents directly. Delinquent balances ultimately become the responsibility of the Municipality, and service remains active throughout the delinquency period.

Billing Structure

- Four (4) quarterly bills issued at the beginning of each billing quarter.

Collections Timeline

- **Day 0**: Quarterly bill issued
- **Day 45**: Payment due; $3.00 late fee assessed and past due letter sent
- **Day 75**: Certified letter sent to the property owner of the unpaid accounts; $15.00 certified letter fee assessed
- **Day 105**: Unpaid balances transferred to the Municipality for payment within 30 days

Service Status

- Services remain active at all times.
- Residents may no longer make payment on the delinquent balance once balances are transferred to the Municipality.

Example (2nd Quarter 2025)

- April 1, 2025: Bill issued for April–June services
- May 15, 2025: Payment due; past due letter sent and $3.00 late fee assessed
- June 15, 2025: Certified letter sent; $15.00 fee assessed
- July 15, 2025: Unpaid balances billed to the Municipality; residents can no longer pay on the delinquent balance.

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Billing Policy – Option 3: Municipal Billing Agent Model

Summary

LWS serves as the Municipality's billing agent. The Municipality retains control of updating customer billing information and sending it to LWS and assumes responsibility for delinquent accounts.

Municipal Responsibilities

- Approve and provide all billing updates (name, address, service start/stop) to LWS
- Receive and manage delinquent account balances

Billing Structure

- Four (4) quarterly bills issued at the beginning of each billing quarter

Collections Timeline

- **Day 45**: Past-due reminder sent to unpaid residents; $3.00 fee billed to the Municipality per past due notice sent
- **Day 75**: Delinquent account list provided to the Municipality; residents may no longer make payments toward the delinquent balance

Service Status

- Services remain active at all times
- No service suspensions for non-payment

Funds Flow and Invoicing

- Resident payments received by LWS are wired to the Municipality monthly
- LWS invoices the Municipality monthly, in arrears, for residential services
- Municipality pays LWS within 30 days of invoice

Example (2nd Quarter 2025)

- April 1, 2025: Bills issued to residents for April–June services
- May 1, 2025: April resident payments wired to Municipality; LWS invoices Municipality for April services
- May 15, 2025: Resident payments due; past-due reminders sent; $3.00 late fee assessed to Municipality for each past due reminder sent

localwasteservices.com
614-409-9375
1300 S. Columbus Airport Rd.
Columbus, OH 43207

- June 1, 2025: May resident payments wired to Municipality; LWS invoices Municipality for May services
- June 15, 2025: Delinquent accounts transferred to Municipality; residents can no longer pay on the delinquent balance.

Payment Methods and Processing Fees (All Options)

- Accepted payment methods: MasterCard, Visa, Discover (credit/debit), and direct debit
- Credit/debit card processing fee: **$1.99 per transaction**
- Direct debit processing fee: **$0.60 per transaction**

This document is intended to clearly outline billing responsibilities, timelines, and financial flows for each available billing option.

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1300 S. Columbus Airport Rd.
Columbus, OH 43207

localwasteservices.com
LWS LOCAL WASTE SERVICES, LTD.
1300 S. Columbus Airport Rd. Columbus, OH 43207
614-409-9375 / 740-756-7156

Meeting Record of January 2, 2013

Larry C. Cattran
Richard E. Cattran

The principles of Local Waste Services hereby agree to authorize Richard E. Cattran to act as Secretary, and also authorize Richard E. Cattran as Managing Member to sign bid documents for municipal contract bids. His signature shall be binding on the part of the company.

Larry C. Cattran

Richard E. Cattran

LOCAL WASTE SERVICES est. '99

Transfer / Landfill / Recycling Facilities

Landfill: Solid Waste Authority of Central Ohio

4239 London-Groveport Rd.

Grove City, OH 43123

Recycling – Rumpke Recycling Center

1191 Fields Ave.

Columbus, 43201

Alternate Landfill: Pike County Landfill

11775 OH-220
Waverly, OH 45690



Local Waste Services Credit Card and EFT Policy

Local Waste Services offers their customers the option to pay using a credit card or EFT (checking account). In order to provide the most competitive pricing for all residents, Local Waste Services passes along a portion of the related processing fees to the customers who take advantage of these payment options. The convenience fees for processing are as follows:

Credit Card: $1.99 per payment

EFT: $0.60 per payment

If a customer elects to enroll in the Automatic Payment Program, they will experience the following reduced convenience fees:

Credit Card: $1.50 per payment

EFT: $0.50 per payment

*Please note that for the Automatic Payment Program, payments will only be processed for residential customers once quarterly unless a proration occurs after a typical quarterly bill.

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LOCAL WASTE SERVICES
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Environmental and Compliance Policies

Local Waste Services is in compliance with any and all federal, state and local health and safety regulations. Local Waste Services disposes of all solid waste materials in EPA approved landfills and transfer stations.

Local Waste Services currently holds permits to haul solid waste in the following counties:

Franklin, Fairfield, Pickaway, Licking, Madison, and Deleware.

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LOCAL WASTE SERVICES est. '99

Service Guidelines

- Please have your materials out by 7:00 a.m. on your scheduled pick-up day.
- Please place materials in bags or containers – not to exceed 50 lbs.
- Bulk items will be collected at the same time as all other materials – contact our office for additional guidelines.
- Any upholstered items (including mattresses and box springs) must be wrapped in plastic.
- Brush must be tied in bundles not exceeding 4ft. x 2ft. with branches 2in. or less in diameter.
- Please have yard waste in biodegradable brown paper bags or in containers that are clearly marked 'Yard Waste Only' - stickers are available at the municipal building.
- Place yard waste a few feet away from other materials to identify easier, as it will be collected separately on the same day.
- Missed materials must be reported within 24 hours of the normal pickup day.
- Please contact our office for collection of Freon based appliances (see bid forms for disposal fee per item).

Uncollectable Items

- Tires
- Household Hazardous Waste
- Lead Acid Batteries
- Liquid Paints / Oil
- Large Automobile Parts
- Move In/Out & Large Bulk Items
- Construction Debris
- Judicial Set Outs

Recycling Policy

- All recyclable materials are collected weekly with no additional fees.
- Do not bundle or bag materials – place loosely in bins.
- Plastic grocery bags are NOT accepted – please return to grocery store.
- Window glass and glass dishes are NOT recyclable.
- See attached recycling flyer for a full list of acceptable items.

Holiday Schedule

Holiday	2026	2027
New Year's Day	Thursday - 01/01/26	Friday - 01/01/27
Memorial Day	Monday - 05/25/26	Monday - 05/31/27
Independence Day	Saturday – 07/04/26	Sunday – 07/04/27
Labor Day	Monday - 09/07/26	Monday - 09/06/27
Thanksgiving Day	Thursday - 11/26/26	Thursday - 11/25/27
Christmas Day	Friday - 12/25/26	Saturday - 12/25/27

- If a holiday falls on or before your collection day, service is delayed one day, that week only.
- If the holiday falls on a Saturday or Sunday, there will be NO change in your scheduled pick-up day.

Payment Terms

- Payment is due 30 days from the statement date.
- Local Waste Services accepts MasterCard, Visa, and Discover (credit / debit) & direct debit.
- There is a $1.99 processing fee for credit/debit card payments and a $0.60 fee for direct debit.

Call 614-409-9375 to pay by phone or pay online at localwasteservices.com

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