

AGREEMENT

This Agreement (hereinafter referred to as “Contract” or “Agreement”) made this 30th day of October, 2015, by and between the TOWNSHIPS OF COLERAIN AND SPRINGFIELD in Hamilton County, Ohio, and ROSS TOWNSHIP in Butler County, Ohio, (hereinafter referred to collectively as “Townships” or individually as “Township”), and Rumpke of Ohio, Inc., doing business as a corporation, (hereinafter referred to as “Rumpke”).

WHEREAS, on April 6, 2015, the Townships jointly requested bids for Residential Solid Waste and Recycling, Collection, Disposal & Processing for a five-year period;

WHEREAS, bids were submitted on May 15, 2015 by Rumpke of Ohio, Inc., Best-Way and Republic;

WHEREAS, a public hearings were held by each of the Townships to allow the public to have input into the company whose bid was deemed to be the lowest responsive and responsible bid; and

WHEREAS, based upon the proposals submitted by each of the companies and the input provided by the public in each of the Townships, it was determined that Rumpke of Ohio, Inc. was the lowest and most responsive bidder.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE I CONTRACT DOCUMENTS

The Contract Documents governing this Agreement are as follows:

- A. Invitation to Bidders
- B. Legal Notice
- C. Bid Proposal
- D. Bid Bond
- E. Performance Bond
- F. Bid Forms 1 through 9
- G. Non-Collusion Affidavit
- H. Notice of Award
- I. Notice to Proceed
- J. Instructions to Bidders
- K. Contract Provisions
- L. Agreement
- M. Specifications
- N. Addenda

- O. Bid Document submitted by Rumpke of Ohio, Inc.

ARTICLE II DEFINITIONS

In addition to capitalized terms that are defined in the Contract Provisions, the Contract Documents, and elsewhere, the following meanings apply:

- a. **Aluminum:** The light in weight ductile and malleable metallic substance or element commonly known as aluminum and shall include all aluminum food and beverage cans. The description excludes aluminum foil, trays, plates and miscellaneous aluminum products.
- b. **Backyard Collection Service:** A location at which Rumpke must walk or drive beyond the curbside to retrieve Containers, Bags or Carts for collection. Backyard Collection Service is limited to a distance of 75 feet from the curb, except for those residential accounts which meet the criteria of the American Disabilities Act.
- c. **Bags:** Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.
- d. **Base Collection Rate:** The monthly cost per unit for Solid Waste collection service, which includes the collection of Recyclables and one Bulk Waste Item per month at no additional cost.
- e. **Bid Bond:** The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Bidders submitted with the bid as a guarantee that Rumpke will, if called upon to do so, accept and enter in the Contract.
- f. **Bulk Waste:** A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Carts.
- g. **Cart:** A 65 or 96-gallon plastic container, provided by Rumpke, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into Rumpke's collection vehicles. The term Cart and wheeled container shall be considered interchangeable. Sizes of carts are approximate based on the manufacturer. When references to carts throughout the Agreement differ slightly all other definitions, terms and requirements still apply. Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Cart weights, when full, shall not exceed 60 pounds for each 32 gallons of nominal capacity.
- h. **Collection Area:** That portion of the Townships in which Rumpke provides collection services as described in Section 100.
- i. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- j. **Container:** A metal or plastic receptacle used for Solid Waste, and /or Recyclables collection.
- k. **Contract Documents:** The documents listed in Article I of this and any addenda or changes to the foregoing documents agreed to by the Townships and Rumpke.

- l. **Contractor:** The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under contract with the Townships.
- m. **Corrugated paper:** A structural paper material with an inner core shaped in rigid parallel furrows and ridges.
- n. **Curbside:** From any Structure, the nearest point at the side of a Township or State maintained roadway, or from a Multi Family Dwelling with a private roadway, the nearest point at the side of the private roadway, provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the roadway for collection.
- o. **Curbside Recycling:** Recycling services generally provided to Single Family Structures individually owned units in Multi Family Dwellings. Recyclables are placed by customers at curbside locations for collection.
- p. **Detachable Container (or “Dumpster”):** A watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover. The term shall also apply to Containers of other material of similar size when approved by the Townships. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.
- q. **Disposal:** The deposition, injection, dumping, spilling, leaking or placing of Solid Waste into or on the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Ohio.
- r. **Disposal Site:** A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
- s. **Expanded (or foamed) Polystyrene:** EPS - SPI Code 61 commonly found in: carry-out containers (clamshells, etc.); meat and produce trays; hot cups; egg cartons.
- t. **Food Waste:** Vegetable and other food scraps, including meat, dairy products, grease and bones; paper which has been contaminated with food, fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper.
- u. **Garbage:** All discarded putrescible Municipal Solid Waste matter but not including sewage or sewage sludge, or human excrement.
- v. **Generator:** A person or municipality that produces or creates a Municipal Solid Waste.
- w. **Glass:** The hard, brittle, transparent or partially transparent substance produced by fusion of silica or sand containing soda and lime and/or other chemicals and substances usually or conveniently included in the manufacturer of glass; and shall for the purpose of this Agreement include all materials commonly known as glass bottles or containers. This includes all food and beverage containers made of glass of one gallon or less capacity. Excluded are blue glass, ceramics, pottery, and flat glass commonly known as window or plate glass and light bulbs.
- x. **Hazardous Waste:** Waste designated as hazardous by the United States Environmental Protection Agency or the Ohio Environmental Protection Agency.

- y. **High Grade Office Paper:** White writing, typing, copying paper, lined and unlined computer paper and envelopes without windows.
- z. **Landfill:** A municipal waste landfill
- aa. **Large Items:** Items that are too large to be placed inside a Container, Cart or inside of a 32 gallon bag, with an individual weight no greater than that allowed for a Container, Cart or Bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight, and compactable nature.
- bb. **Leachate:** A liquid that has permeated through or drained from Solid Waste.
- cc. **Letter of Credit:** A written undertaking by a financial institution on behalf of the applicant (Rumpke) to pay the beneficiary (the Townships) for non-performance in amounts and under conditions as may be specified in the agreement.
- dd. **Marketed:** The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.
- ee. **Municipal Solid Waste:** Any Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities. For the purpose of this contract, the term does not include source-separated recyclable materials.
- ff. **Municipal Solid Waste Landfill:** A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.
- gg. **Municipal Solid Waste Management Plan:** A comprehensive plan for an adequate Municipal Solid Waste management system in accordance with the Ohio Revised Code.
- hh. **Multi-Family Dwellings:** Structures for residential living consisting of attached units.
- ii. **Performance Bond:** A corporate surety bond that guarantees compensation to the Townships in the event that it must assume the obligations and/or duties of Rumpke in order to continue the service as defined by the Contract's Specifications.
- jj. **Permit:** A permit or similar approval issued by the OEPA or the appropriate regulatory agency in the state in which the facility is located, .to operate a Municipal Solid Waste disposal or processing facility, or to beneficially use Municipal Solid Waste.

- kk. **Processing:** Any technology used for the purpose of reducing the volume or bulk of Municipal Solid Waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.
- ll. **Recyclables:** Mixed waste paper (including corrugated), newspapers, magazines, bi-metal and aluminum cans, glass bottles and jars, plastic containers and materials.
- mm. **Recycle” or "Recycling:** The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Solid Waste or the mechanized separation and treatment of Municipal Solid Waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.
- nn. **Recycling Facility:** A facility employing a technology that is a process that separates or classifies Municipal Solid Waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for Solid Waste nor composting facilities or resource recovery facilities.
- oo. **Refuse:** Discarded waste materials in a solid or semi- liquid state, consisting of Garbage, rubbish or a combination thereof.
- pp. **Residential Unit:** A group of rooms located within a building and forming a single inhabitable unit with facilities that are used or are intended to be used for living, sleeping, cooking, and eating. Buildings are included that contain four or less separate or contiguous single-family dwelling units with each unit to be treated separately for purposes of billing.
- qq. **Residence, Residential:** Any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.
- rr. **Solid Waste:** Refuse, Garbage, and Municipal Solid Waste, but not including sewage or sewage sludge, human excrement.
- ss. **Source-separated Recyclable Materials:** Materials that are separated from Municipal Solid Waste at the point of origin for the purpose of recycling.
- tt. **Structure:** All single family homes, and multi family dwellings of four units or less as well as multi-family dwellings of more than four units It also means those Township Facilities that the Townships may at its sole discretion include in the Contract.
- uu. **Townships:** Colerain Township and the Springfield Township located in Hamilton County, Ohio, and Ross Township located in Butler County, Ohio.
- vv. **Total Monthly Cost:** The combined total cost per month of Collection Service for Solid Waste, and Recyclables, Backyard Service.
- ww. **Wheeled Container:** A 64 or 96-gallon plastic Container equipped with wheels, handles and a tight-fitting cover. Wheeled Containers are capable of being mechanically unloaded into Rumpke’s collection vehicles. The term Cart and Wheeled container shall be considered interchangeable. Sizes of carts are approximate based on the manufacturer. When references to wheeled throughout the Agreement differ slightly all other definitions, terms and requirements still apply.

- xx. **White Goods:** All major appliances (with Freon removed) such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

**ARTICLE III
PROFESSIONAL STANDARDS AND RUMPKE RESPONSIBILITIES**

Rumpke shall provide all labor, materials, and supervision necessary to complete the project in a timely and professional manner.

Rumpke agrees to provide all services and products as described in the Contract Documents and as shown on the Bid Proposal.

**ARTICLE IV
TERM OF AGREEMENT**

Rumpke will provide Residential Solid Waste & Recycling Collection, Disposal & Processing for a five (5) year period, commencing on April 1, 2016 and ending at midnight on March 31, 2021. The Townships may jointly or individually opt to extend the Agreement for a subsequent term and rates mutually agreed upon by Rumpke.

**ARTICLE V
CONTRACT SERVICE SPECIFICATIONS
(as outlined in Bid Specifications)**

Section 11 Description of Services:

Rumpke shall implement a fully integrated municipal Solid Waste management program that encourages waste minimization and increases opportunities for recycling.

The Townships require and Rumpke will provide the following services:

Weekly collection for Solid Waste and Recyclables for 12 months of the year. Collection of Bulky Waste Items shall occur one week per month on the regularly scheduled day of waste collection.

Each residential unit will receive one 64 gallon cart for Recyclables, unless the resident requests the provision of one 18-gallon recycling bin instead. The cart and the bin will be identically priced. Rumpke will provide and pay for recycling bins and the full selection of recycling carts with universal compatibility with standard industry cart tipping mechanisms. At the end of the contract, the recycling carts shall remain the property of the Townships, but the recycling bins shall remain the property of Rumpke.

The Townships require single stream curbside collection of Recyclables that includes aluminum cans, plastic bottles & jugs, cartons, bi-metal/steel cans, newsprint, magazines, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper.

Rumpke will bill and collect payments from property owners for services to each occupied residential unit. Billing Rates are established in the Rumpke Bid Proposal as follows:

A Base Collection Rate for weekly collection of unlimited quantities of bagged or containerized Solid Waste and Recyclables contained within a 65-gallon cart,. One Bulk Item per Home Per Month

will be collected at no additional cost.

A Discounted Base Collection Rate for weekly collection of Solid Waste limited to the quantity that fits inside of a 96-gallon cart provided by Rumpke and Recyclables contained within a 65-gallon cart,. One Bulk Item per Home Per Month will be collected at no additional cost.

Rumpke may charge additional fees for the following:

Rental of a 96-gallon cart provided by Rumpke to unlimited service accounts

Backyard service unless the resident qualifies for such service under the ADA.

Section 15 Contract Term:

As described in Article IV of this Agreement.

Section 20 Definitions:

As described in Article II of this Agreement.

Section 30 Contractor Responsibilities

Rumpke shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by Township ordinance);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner.
8. Disposing of Solid Waste collected by Rumpke from the Structures specified by the Townships at a permitted facility;
9. Processing and Marketing Recyclables collected by Rumpke from the Structure's specified by the Townships; and
10. All wage increases for Rumpke's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Agreement.

Section 40 OSHA, Health and Environmental Laws:

Rumpke shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the General Safety Law, Ohio Statutes and with standards and regulations issued to implement these statutes from time to time.

Rumpke is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste, and Recyclables.

Section 50 Vehicle Specifications:

Rumpke must take into consideration in the selection of collection vehicles for this Contract that for many roadways, private drives, and developments the use of large capacity collection vehicles is prohibitive. In addition, cul-de-sacs are prevalent throughout the Townships and could affect the size and turning radius of collection vehicles. Rumpke is expected to provide vehicles to meet any conditions which may be encountered and that meet the equipment specifications. A list of these private roadways, and drives is attached hereto as Appendix B.

All vehicles used for collection shall be registered with the State of Ohio, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

At the start of this Contract, all vehicles used in collection shall be and in good operating order.

Collection vehicles shall be sufficient in number and capacity to service all Structures at the frequency and level of collection specified. If, on an ongoing basis, Rumpke cannot complete the routes with the number and types of vehicles and personnel proposed, the Townships can require Rumpke to provide additional vehicles equal to those proposed and additional personnel to perform the collection services as specified. The Townships will notify Rumpke when route performance fails to comply with the specified service standards to the extent that added vehicles and personnel are warranted. Failure to provide sufficient vehicles and personnel in the time approved by the Townships will result in a penalty.

Collection vehicles shall be painted in Rumpke's color, the Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste. The vehicles shall be individually numbered, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of Rumpke. Rumpke shall place a customer service telephone number, on all collection trucks.

Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the Townships.

Collection vehicles will be equipped with two-way communication devices so that Rumpke's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the State of Ohio.

Section 60 Ownership of Equipment:

All vehicles, facilities, equipment, and property used in the performance of this Agreement, other than the Recycling Carts or Wheeled Containers which will become the property of the Townships at the end of the contract, shall be wholly owned by Rumpke; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the Townships.

Section 65 Vehicle Maintenance and Inventory:

Rumpke shall provide to the Townships with the bid documents the specific vehicle inventory showing each vehicle to be used in performing the Contract. The inventory shall include the make model, body type and capacity, approximate age, and vehicle identification and registration. All vehicles listed in the inventory and used in the Contract shall conform with specifications set forth in Section 50.

No later than 30 days prior to Contract implementation, (March 1, 2016) Rumpke shall confirm and verify the inventory provided with the bid documents, by providing to the Townships copies of the vehicle registration. Upon approval of the Townships, Rumpke may change equipment from time-to-time and shall revise the inventory accordingly, provided that it meets or exceeds the specifications set forth in Section 50. Rumpke shall provide the Townships with the revised inventory within one (1) week of any changes. Rumpke shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Section 70 Traffic Laws; Noise Control. Noise:

All collection operations shall be conducted as quietly as possible and shall conform to any federal, State, County and Townships noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The Townships may conduct random checks of noise emission levels to ensure such compliance.

Section 80 Contractor's Office:

Rumpke shall maintain within reasonable proximity to Colerain, Ross and Springfield Townships, an office with local, toll free telephone service and such staff as needed to take care of complaints, requests for missed collections, and other coordination with Townships staff.

Phone service shall include multiple lines and voice mail. A dedicated phone line shall be provided for direct communication with the Townships' Customer Service Personnel. The phone line shall be assigned to Rumpke's specific trained specialist in the Townships' Contract. Rumpke shall identify the specialist to the Townships. Failure by Rumpke's trained specialist to respond to the Townships' requests within one hour could result in a penalty. Rumpke's office staff shall return any voice mail messages within sixty (60) minutes. Office hours shall be 8:00 a.m. to 4:30 p.m., Monday through Friday. Voice mail shall be available after hours. After hours voice mails shall be returned at the beginning of the next business day.

Section 100 Collection Area:

Rumpke shall provide all collection services called for in this Agreement within Colerain, Ross and Springfield Townships.

Within the Collection Area, all materials shall be collected from the same Structure on the same day of the week. The collection days shall adhere to the schedule established by Rumpke and approved by the

Townships per Section 123. Procedures for allowable scheduling changes during the term of the Agreement are provided in Section 123.

Collection for Solid Waste and Recyclables shall be weekly for 12 months of the year. Collection of Bulky Waste Items shall occur one week per month on the regularly scheduled day of waste collection.

Section 110 Placement for Collection:

Unless the customer qualifies under the Townships' disability allowance for backyard Solid Waste or Recyclables collection, collections shall be made at the curbside, as determined by the Townships. Subject to special arrangements made by mutual agreement between Rumpke and the Townships on a case-by-case basis to accommodate extraordinary situations, Structures on the same side of the street on the same block shall place all Containers on the curbside.

Rumpke shall collect collection Carts, Containers or Bags placed as follows:

- 1) From properties with level planting strips, in the planting strip or driveway within five (5) feet of the curb;
- 2) From properties with sidewalks but not planting strips, on the owner's property, within five (5) feet of the sidewalk, if level;
- 3) When the foregoing location slopes at a grade making placement of a Container difficult, the nearest reasonable level area; and if the Structure has no sidewalk or planting strip, dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the customer and convenient to Rumpke's equipment, the Townships will determine any disagreements over correct placement of Containers for collection. The Townships' decision shall be final and binding.

After collection, Rumpke shall return the Container(s) in a neat and orderly manner to their original curbside upright position.

The Townships shall monitor collection routes, or a portion of a route on a regular basis to determine if Rumpke is placing Containers back in their original location in a neat and orderly manner after collection.

Section 114 Placement for Collection -- Multi Family Dwellings:

Rumpke shall collect Solid Waste, and Recyclables from Structures defined as Multi Family Dwellings, with service as follows:

- 1) Collection shall be performed from locations that are satisfactory to the customer and Rumpke for collection. Curbside placement of Containers is preferred but shall not be required. The Townships shall determine if an alternative to Curbside Collection may be used in lieu of curbside cart collection if that service is more appropriate. The Townships shall mediate all disputes regarding location. The Townships' decision shall be final and binding.
- 2) Residents of Multi Family Dwellings must not block access from Rumpke to Carts or Containers used for the collection of Solid Waste, or Recyclables. The Contractor shall first notify the owner/manager when access is blocked. The Contractor shall also notify the

Townships

Section 120 Times of Collection:

Start times within Residential Development is restricted to 6:00 a.m. to 6:00 p.m., Monday through Friday. The Townships may approve start times of 5:30 a.m. on specific main arteries if requested by Rumpke.

Section 123 Scheduling of Route Days for Collection:

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time each week.

Within 60 days of award of the Agreement, Rumpke shall supply the Township(s) with a map of the Collection Area showing the day of the week Garbage and Recyclables shall be collected from each sector. This map shall be generated electronically and shall also include route boundaries, route numbers and the truck number for the truck, which will normally collect the route.

At least one month prior to the first collection under this Agreement, Rumpke will notify all customers by direct mail to the service address of their collection day. The mailing will include material approved by the Townships that explains the services included in the contract and the requirements for each household. The full cost of designing, printing and mailing the materials shall be the responsibility of Rumpke.

Prior to the first day of the first month of each contract quarter, Rumpke may change the day(s) of collection by giving notice to the Townships at least forty five (45) calendar days, and affected customers at least fourteen (14) calendar days, prior to the effective date of such change. Rumpke shall provide the Townships with an electronic listing of the changes at least fourteen (14) calendar days prior to the effective date of the change. The scheduling changes and the form of notice to the customer shall be subject to the approval of the Townships.

Section 124 Private Roads:

The owner(s) of private road(s) shall sign a waiver of damages provided by Rumpke, holding harmless the Townships and Rumpke for any damage that may occur on the private road(s) in the course of Solid Waste and Recyclables collection. In the event such a waiver is not signed by the owner(s) of the private road, the owners shall take their Solid Waste and Recyclables to the curb of the nearest public street for collection. The format for said waiver shall be submitted to the respective Townships forty-five (45) days prior to commencement of the services pursuant to this Agreement.

Upon request by the respective Townships, Rumpke shall provide a small truck for the collection of carts containing Solid Waste and Recyclables on private roads where it has been determined by the respective Townships that a larger vehicle may cause roadway damage.

Section 125 Backyard Service Option:

Rumpke shall provide backyard Solid Waste and Recycling collection service to customers who pay an additional amount for backyard service. Rumpke shall collect materials from a backyard customer when the materials are in a convenient, accessible location as near as practical to the rear of the building or top of the drive. The fee for this service is an extra charge added on to the Base Collection Rate.

Individuals that meet the criteria for the Americans with Disabilities Act and are heads of household and with no other person residing at the Structure capable of delivering the Garbage to the Curbside may qualify for Backyard Service at no additional charge.

Backyard Service will be limited to 75 feet from the curb except for those meeting the Townships' definition of disabled. Anything beyond 75 feet may be negotiated directly between the owner and Rumpke. For Backyard Service, there will be a limit on Solid Waste of two bags or one container or one cart.

Section 127 Temporary Discontinuation of Service:

Customers who vacate their homes for a minimum of two months may temporarily discontinue service during that period. A minimum of ten (10) days advance notice shall be required. At the time the temporary discontinuation is requested, the customer shall provide a reactivation date that is no longer than four months from the date of service discontinuation upon which Rumpke will immediately resume service and associated charges.

Section 128 Solid Waste Collection Options Including Carts:

Rumpke shall provide 96-gallon carts for Solid Waste as requested by residents. The Contractor shall collect Solid Waste contained in all such Carts from the Structures serviced.

Carts shall be made available under two service scenarios, Base Collection Rate (unlimited quantities of Solid Waste) or Discounted Based Collection Rate (limited quantities of Solid Waste). It shall be the responsibility of Rumpke to devise a system or mechanism that distinguishes and identifies these service levels to the driver/helper. Rumpke shall provide an explanation of the system to the Townships prior to implementation.

- 1) For residents who select the Base Collection Rate for unlimited quantities of Solid Waste.
 - a. An additional fee to rent a 96-gallon cart shall apply.
- 2) For residents who select the Discounted Base Collection Rate for limited quantities of Solid Waste
 - a. The 96-gallon cart is included in the Discounted Base Collection Rate, no additional fees shall apply.
 - b. Residents selecting this option are limited to solid waste that will fit inside of the Cart with the lid closed.
 - c. Rumpke shall not collect Solid Waste in excess of the billed service level.
 - d. Waste excessively above the rim of the cart that may spill while tipping should be removed and left behind with proper notification by the driver.
 - e. If the lid cannot close securely on the Cart due to excess Solid Waste piled above the rim, and such waste will create spillage upon collection, Rumpke shall give notice to the customer that the material is in excess of allowable collection limits.
 - i. Rumpke's employee shall affix a non-collection notice to such excess Solid Waste not meeting the criteria specified above.
 - ii. The non-collection notice, approved by the Townships, shall explain why the excess was rejected and instruct the resident how to contact Rumpke's customer service representative. Rumpke shall retain the other part of the carbonless notice.
 - f. Accounts that have been given notice shall be placed on an Exception List (EL)
 - i. Rumpke shall transcribe this information on a daily basis into a format as approved by the Townships, or such other format as subsequently agreed to by mutual agreement.

- ii. The information shall include the address, account number, the reason and number of rejected units. This information shall be uploaded on a daily basis to the Townships, or such other location as subsequently agreed to by mutual agreement.
- iii. Failure by Rumpke to properly utilize this process could result in an indefensible penalty imposed on Rumpke should the customer issue a complaint to the Townships.

The Townships may randomly monitor routes, or portions of routes, on a regular basis. On a six-month basis Rumpke and Townships shall determine any corrective action that should occur to deter frequent Solid Waste excesses and promote recycling.

Section 129 Service Level Adjustments:

Residents may request a change in their level of service no more than one time per year. Rumpke may charge a flat \$10 delivery fee for the delivery or removal of carts due to service levels adjustments. Only one delivery fee shall be charged per customer request regardless of the number of carts involved. If the customer is discontinuing use of a cart and fails to place the cart out for retrieval by Rumpke on the scheduled day, Rumpke shall make another attempt to remove it at no additional charge. If the second attempt fails, then Rumpke may charge the customer an additional \$10 fee.

Section 130 Disposal /Processing Facilities:

Rumpke shall deliver all Municipal Solid Waste collected under this Agreement to a permitted facility. The disposal/processing facility must have a current and valid permit/approval by OEPA or other state regulatory agency with equivalent Municipal Solid Waste permitting authority and be the facility specified on the Bid Forms submitted by Rumpke, which will in accordance with Section 430, accept and process Municipal Solid Waste, Garbage and Refuse collected from the Townships under this Agreement and approved for acceptance under the provisions of its permit.

Rumpke shall provide or act as a recycling market outlet for the Recyclables during the Term of the Agreement regardless of market fluctuations. The facility used for Recycling shall be the facility specified on the Bid Forms submitted by Rumpke, which will in accordance with Section 400 accept and process single stream recycling and market the materials for legitimate recycling purposes.

Rumpke shall provide evidence throughout the contract that the Recyclables have been used or marketed for use for legitimate recycling purposes (e.g. reuse, use in manufacture of a new product), upon request of the Townships.

Section 135 Scavenging:

No "scavenging" shall be allowed by Rumpke. Scavenging means sorting through Municipal Solid Waste or Recyclables while collecting looking for items of possible value (usually by individuals without mechanized equipment) or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by owners for valuables accidentally misplaced or that may be lost and, under the Recyclables collection programs, sorting out from the Recyclables collected, materials that were not eligible for the program and disposing of the ineligible materials as Solid Waste.

Section 138 Large Item, Bulk Item and White Good Collection:

Rumpke shall provide collection of Large Items, Bulk Items and White Goods one week per month on the regularly scheduled day of collection for Garbage and Recyclables.

Residents may place one Bulk Item or one White Good at the Curb for collection. Two Large Items which do not exceed twenty five (25) pounds in weight will be considered the equivalent of one Bulk Item.

Large Items, Bulk Items and White Goods shall not be placed for collection on the Curbside as to interfere with the collection of Garbage, Recycling Carts or on any street right of way or public place. Rumpke shall not be responsible for the collection of any material improperly placed for collection.

"Large Items" shall include items that are too large to be placed inside the cart or inside of a 32 gallon bag, with an individual weight no greater than that allowed for a can, cart or bag and which do not meet the definition of a Bulk Item. These items include lamps, bicycles, large toys and small swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.

"White Goods" shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, and trash compactors and other items as agreed by the parties. Appliances must be certified Freon free.

"Bulk Items" shall include such items as chairs, tables, armoires, chests, headboards, couches, mattresses, cabinets and dressers, and other items as agreed by the parties. Pianos, organs, spas, hot tubs, and furnaces will be excluded from the definition of bulk waste.

Prior to the start of collections, Rumpke and the Township(s) will compile a comprehensive list of items meeting the definition of Large Items, Bulk Items and White Goods. The Township(s) shall have final approval of the list.

Section 140 Holiday Collections:

Although permitted not to provide collection services on multiple legal holidays in the Bid Specifications, Rumpke has agreed that it will utilize its current holiday schedule and provide collection services on all holidays except New Year's Day and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The Townships will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Section 143 Service Disruptions Due to Weather:

When snow or ice prevents collection on the scheduled day, Rumpke shall make collection on the next weekday. Residents will be instructed by Rumpke to clear snow and ice to provide for visibility and access of carts, bags and other material. For backyard service, residents will also be instructed by Rumpke to provide access, clear of snow and ice that allows maneuverability of the cart. Should Rumpke determine that access is not possible, Rumpke may request that trash be placed adjacent to the public roadway.

If snow and ice conditions continue for an entire week, or more, Rumpke shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed. On that day, Rumpke shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and Containers have been filled. Bulk items, white goods, and large items are still restricted to the limits in Section 138.

Rumpke shall notify the Townships as soon as possible of any non-collection days due to snow or ice. If possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day. When delays due to snow and ice occur and regular collection service does not resume, as described above, or if when

regular collection service does resume Rumpke fails to collect all of the materials at curbside, it shall be considered a “failure”. In the event of such failure, the Townships shall deduct \$250 from the Contract Deposit Fund for each individual collection route which was not fully collected.

Section 145 Service Disruptions Non-Weather Related:

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Rumpke's control prevents timely collection on the scheduled day, Rumpke shall make collection either later on that collection day, or the next collection day. Rumpke must provide all the collections required during the collection week.

Section 148 Missed and Make-up Collections within Rumpke's Control:

Should Rumpke fail to make collection on a scheduled day for causes within Rumpke's control, Rumpke shall make a special make-up collection by the end of the business day following notification by the Townships. The Townships shall transmit to Rumpke missed collections and other collection complaints no later than the second business day following collection for customers receiving Curbside service. The Townships shall transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection. Bulk items, white goods, and large items must have tags.

Solely for the purposes of Section 148, the “business day” includes Saturday.

Notwithstanding the foregoing, the Townships may require Rumpke to do the following:

1. Authorize Rumpke to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge, and to accommodate such a disposal, allow the customer to use a bag or temporary Container as well as additional bundles; or
2. Authorize Rumpke to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer.

It shall be a defense to a missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Agreement; and for Solid Waste and Recycling collection, that placement did not comply with Section 110 or that as to Multi Family Dwellings with Section 114 respectively; provided that Rumpke shall have left a Townships printed tag on all material left because it was not prepared properly, it was overweight or for other reasons.

Rumpke, by 8:30 a.m. the next business day, must notify the Townships of any collections Rumpke has refused or been unable to make the previous business day via the Exception List “(EL)”. The EL must be in address order with a Customer account number. The EL shall be transmitted electronically.

Any complaints received by the Townships between 8:30 a.m. and the time Rumpke actually transmits the EL shall be treated by the Townships as a miss and Rumpke shall be required to return and collect the missed material, even if the address appears on Rumpke's EL.

If the Townships transmit a miss complaint to Rumpke which is on the EL, and it is a miss which Rumpke should not collect due to the fact that the Cart is overweight or contains material that should not be collected, Rumpke's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the Townships within four (4) business hours of its receipt, and the miss shall not be collected.

Rumpke shall pick up all miss complaints sent by the Townships by the end of the day following receipt of the miss. If the miss is on Rumpke's EL, or the miss was a late complaint call, Rumpke may charge the Townships for a special collection.

If Rumpke's collection personnel return to collect a miss and Rumpke has reason to refuse the miss consistent with this Section, Rumpke shall leave a Townships printed notice, explaining why the material was not collected. Rumpke shall also inform the Townships by the end of the business day of the addresses that were not collected and the reason for the non-collection.

All miss complaints transmitted to Rumpke on Friday must be collected by the end of the day Saturday. If it appears to the Townships that Rumpke is not collecting these misses by the end of the day Saturday, the Townships have the option of having other personnel collect these misses. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.

The cost of this option along with penalties will be deducted from the Contract Deposit Fund.

This section applies to omitted collections of a single Structure, a row of Structures, and/or an entire route.

As used in this Section, a collection complaint is limited to a missed Solid Waste or Recyclables collection, non-delivery of a Solid Waste or Recyclables collection Container within the period of time specified in this Contract, or not returning collection Containers to their original location after collection.

Section 150 Supplying Recycling Carts or Optional Solid Waste Carts:

All Carts and bins shall be furnished by Rumpke. Rumpke shall provide a 65 gallon Recycling Cart for all units, unless the resident requests the provision of one 18-gallon recycling bin. Rumpke will ensure that the serial numbers of the delivered Carts/bins are properly recorded for each address.

Optional 96-gallon Solid Waste Carts shall be delivered between seven to 15 days prior to the first scheduled day of collection for those residents that have selected that option. For the first year of the Agreement, Rumpke shall deliver the Recycling Carts/bins to each residential account no later than March 23, 2016, for service to commence on April 1, 2016. Rumpke will be responsible for delivery of Carts/bins for exchanges and replacements. The solid waste/recycling Carts shall be designed to contain bags of solid waste or unbagged co-mingled Recyclables generated at single-family residences, and multifamily dwellings.

The Carts shall be provided with instructions for proper use, including any customer actions that would cause damage, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems. Reproduction and distribution of the pamphlets shall be at Rumpke's cost.

Section 151 Wheeled Cart Specifications:

The Wheeled Carts supplied by Rumpke must comply with the following Minimum Acceptable Features And Performance Requirements. No exceptions have been granted from these requirements during the bidding process. Rumpke shall deliver only the container or containers that were identified in its Bid Forms.

Manufacturing Processes And Materials

Each universal roll out cart shall consist of a body, lid, wheels, axle and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

Process

Each container must be made from the injection-molded or the rotational molded process only.

Plastic Material

Base plastic resin for the cart body and lid must be first quality high-density polyethylene (HDPE) or medium-density polyethylene (MDPE) supplied by a national petrochemical producer such as Dow Chemical or Exxon Mobil. Off-spec or wide spec material and dry blending of material is not acceptable.

Resin Additives

The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Containers must be manufactured using a hindered amine light (HAL) stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer

Recyclability

Rumpke shall adhere to any option for the repurchase/recycling of containers at the end of their useful life which was included in the Bid Forms submitted by Rumpke.

Container Requirements

The universal roll out carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows

ANSI Conformance:

Containers proposed herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" containers. The containers provided will be as specified in the Bid Forms submitted by Rumpke.

Interior Construction

The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the containers could become trapped.

Stability

Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds averaging 45 mph for a 96-gallon cart and 40 mph for a 65 gallon cart when empty (based on the average wind resistance of the four sides of the cart).

Lift System

Each container shall be equipped with attachment points, which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the container. The lower bar must be designed to withstand over ten (10) years of lifter attachment, and must be a 1" diameter galvanized free floating steel bar or integrally molded plastic catch bar. The length of the bar must be between 9" and 10". If the container has a free floating steel bar, it must be held in place by a latch/push pin. The latch/push pin must be located on the inside of the cart to avoid interaction with the cart tippers. Latch/push pins placed on the outside of the cart are unacceptable. The lower bar cannot be attached by means of screws, bolts, fasteners, pins, etc. Containers with bolted-on lower bars are NOT acceptable.

Abrasion Protection

The containers must be designed with a drag rail on the container bottom. The container base must be reinforced in the area that contacts the ground with a molded-in wear strip

Rim Of Body

The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the container.

Lid

The lid shall be of one piece construction, injection molded of high density polyethylene resin (HDPE). The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or container body. Lid counter weights are unacceptable. The manufacturer may not attach lids to containers using metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments must be constructed of weather resistant plastic or rustproof steel only. Attachments must be easily installed during cart assembly and uninstalled during cart disassembly. The lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mold label technology.

Handles

Each container must be equipped with a handle that is a minimum of 1" diameter. The handle and handle mounts must be an integrally molded part of the container body. The handle shall be designed to afford the user positive control of the loaded cart at all times. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

Axle

The axle must be a minimum of 5/8" diameter, high strength steel fully supported by cart body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. Axles attached by means of bolts or rivets are unacceptable.

Ease Of Assembly And Disassembly

Rumpke must supply a container assembly instruction sheet which shall include a list of container parts and a list of tools needed for assembly.

Parts Availability

Rumpke shall supply a listing of replacement parts available for their model container.

Color

Containers must be a distinctive color impregnated into the plastic. Painted universal refuse carts are unacceptable. Township(s) and Rumpke will mutually determine color(s).

Load Rating

The 96-gallon container must be designed to regularly receive and dump the following pounds of recycled materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.

96-gallon – minimum 332 pounds

65-Gallon –minimum 227 pounds

Maneuverability

To ensure that the proposed 65 and 96-gallon container is easily operated by the citizens of the Townships, Rumpke must provide containers with the maximum average tipping forces required to maneuver a fully loaded container when tilted to the roll position which was stated in its Bid Forms. For the 96-gallon container the results of this testing may not exceed a maximum average of 77 pounds. For the 65 gallon container the results of this testing may not exceed a maximum average of 35 pounds.

Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.

Resin Weight

The container provided must be manufactured to achieve a minimum resin weight of the following:

96-gallon – minimum 34 pounds

65-Gallon –minimum 27 pounds

Wall Thickness

The container provided must have a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism).

Capacity

The total capacity of the container body, excluding the lid, must be 95 U.S. gallons (+/- 2%) or if applicable 65 gallon (+/- 2%).

Wheels

Wheels shall be minimum 10” in diameter and 1.75” wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs.

MARKINGS

Serial Number Bar Codes

Each recycling cart must have a serial number branded in white on the body. The final serial number bar code shall be determined by the Townships, but will contain 8-9 alphanumeric digits. Adhesive or sticker

serial numbers are not acceptable. If required, the serial numbers must have the ability to be integrated with a radio frequency identification (RFID) tag. The manufacturer will maintain a file that will identify the date of manufacture by the serial number.

Recycling Container Logo

The Townships Recycling Logo shall be affixed by hot stamp onto both sides of the Recycling Cart body.

User Instruction

Instructions for the safe use of the container must be molded into each lid. Instructions shall be approved by the Townships.

Load Rating

The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Warranty

The warranty must be as specified in Rumpke’s bid proposal, but must be no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation.

If the warranty extends only to the first purchaser of containers, the warranty must name the Townships as such.

The warranty is understood to include, whether stated in Rumpke’s proposal or not, the following coverage:

Failure of the lid to prevent rainwater from entering the container when in the closed position.

Damage to the container body, lid or any component parts through opening or closing the lid. years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation.

- Failure of the lid to prevent rainwater from entering the container when in the closed position.
- Damage to the container body, lid or any component parts through opening or closing the lid.
- Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the wheels to provide continuous easy mobility as originally designed.
- Failure of any part to conform to minimum standards as specified herein.

Section 155 Damaged Cart Repair or Replacement:

Rumpke shall be responsible for the repair and replacement of all Carts supplied by Rumpke and/or the Townships as part of this Agreement t and subsequently damaged. Except for instances of gross negligence on the part of the Resident, the repair or replacement will be at no additional cost to the Resident. Rumpke will ensure that the serial numbers of the removed or decommissioned Carts which were previously recorded are removed for each address. The serial numbers for the replacement Carts must then be recorded for that address.

Section 156 Lost, Missing or Stolen Cart Replacement:

Carts supplied by Rumpke and/or the Townships, as part of this Agreement, are to remain at the property address to which each was assigned. The property owner shall be accountable for Carts assigned for use at each property address. For a fee agreed upon by Rumpke and the Townships, Rumpke will deliver replacements for Carts, which are reportedly lost, stolen, or missing from an assigned address. Rumpke shall have a process to retain and track the serial numbers of missing Carts to help identify them if they appear elsewhere.

Section 190 Implementation Plan:

A schedule of activities and detailed procedures related to the effective implementation and operation of the Agreement will be developed by Rumpke and the Township(s) after the Agreement is signed and prior to beginning collections under the Agreement. This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity.

- 1) Container ordering, inventory and supply procedures;
- 2) Container delivery and exchange procedures;
- 3) Procedures for documentation of customer service levels, cart serial numbers, account numbers, etc.
- 4) Procedures for notifying customers of new collection days;
- 5) Procedures for orientation of collection and Container delivery personnel including route coordination/cooperation with Township(s) staff
- 6) Procedures for transmitting information to and from the Township(s) to Rumpke;
- 7) Standards for the electronic transfer of information;
- 8) Other items identified by the parties.

The Implementation Plan shall not contain procedures, activities or schedules that conflict with any terms of this Agreement.

Section 193 Meetings and Communication:

In order to minimize problems during implementation of the Agreement, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Operations Plan the parties agree to meet on a regular basis as follows:

- 1) The period from the date the Agreement is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase."

During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Operations Plan, to evaluate Rumpke's performance in implementing the Agreement, to evaluate Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information, and public relations.

- 2) After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information, and public relations.
- 3) Meetings shall be held at the offices of the Townships unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 195 Program Information:

Prior to April 1, 2016, Rumpke shall deliver to all Structures receiving service under this Contract, at least the following information:

- 1) Collection schedule information (day of week, time of day and collection frequency);
- 2) Material to be collected and how such material is to be prepared;
- 3) Date that customer should begin using any new Carts/Containers that are delivered;
- 4) Container placement information;
- 5) Any collection options available to the customer, such as additional Carts/Containers; and
- 6) Telephone number that customers should call for additional information, or for questions.

The above information shall also be attached to any new collection Carts/Containers delivered to customers. All such informational material shall be approved by the Townships prior to distribution. The cost of design and production of such materials shall be the responsibility of Rumpke.

Section 198 Recycling Publicity:

Rumpke, at its own cost, shall:

- 1) Design, produce and deliver to the Township(s) and to all Structures receiving service under this Agreement “user friendly” recycling "how to" information and promotional material for each Structure at least seven days prior to the first recycling collection on April 1, 2016;
- 2) Design, produce and deliver to the Township(s) and to all Structures receiving service under this Agreement yearly updates of the educational material informing customers of any problem areas, and Township(s) approved changes in the program; and
- 3) Provide an experienced Rumpke spokesperson for media and community requests for presentations and to act as a Publicity and education director to coordinate the above activities.

ARTICLE VI
MANNER OF COLLECTION
(as outlined in Bid Specifications)

Section 200 Contractor’s Responsibilities:

Rumpke shall be responsible for furnishing all supervision, labor, materials, and equipment necessary to perform the collection, processing, marketing services described in this Agreement.

Rumpke shall assign a Field Route Supervisor whose responsibility is to communicate with the Townships and monitor all activities related to this Agreement including but not limited to: the completion of the routes; maintenance, repair and delivery of the carts; resolution of missed pick-ups and complaints; clean-up of

spillage; and equipment breakdowns. On the days of collection the Field Route Supervisor shall be physically located in Colerain, Ross and Springfield Townships to interact and communicate with route personnel and communicate with the Townships to resolve service issues and complaints. Rumpke shall provide the Field Route Supervisor with a cell phone equipped with voice mail. Failure by the Field Route Supervisor to respond to all communication from the Townships within one hour may be subject to Liquidated Damages.

The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Rumpke of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Rumpke pursuant to this Agreement shall be accomplished in a thorough and workmanlike manner so that the residents within the Townships are provided reliable, courteous and high-quality Solid Waste collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.

Rumpke shall perform all work in accordance with Rumpke's Bid, the Bid Documents, and addendums, and Public Notices all sections of which are incorporated herein whether or not such sections are specifically referred to in any other section of this Agreement.

Section 210 Employee Conduct:

Rumpke is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, return Carts/Containers/bins to their original location and, if on private property, follow the regular pedestrian walkways and paths; and not cross flower beds or through hedges. While collecting, employees shall wear uniforms or other identification supplied by Rumpke. The identification shall be subject to approval of the Townships.

Personal Identification: Rumpke shall provide all of its employees with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by any of the Townships' Staff or by Generators, Rumpke's employees shall submit their identification cards for inspection.

Uniforms: Rumpke shall provide readily recognizable, brightly colored, shirts (or vests/waistcoats) and pants/trousers of a single design and color to all its workers, to be worn at all times when performing services under this Agreement, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

Unsatisfactory Performance by Employees: When Rumpke identifies unsatisfactory conduct by an employee or when the Townships notify Rumpke of such conduct, Rumpke shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the Townships request of Rumpke by letter that an employee be suspended from further work on the Agreement for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, Rumpke will permanently remove the employee from further work on the Agreement.

Level One: Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flower beds, not returning Containers to their original location, etc.

Level Two: Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage of customer property, or acceptance of a cash payment or gratuity for ignoring a provision of this Agreement.

Level Three: Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks, endangering customers or driving dangerously.

Under Level One, the Townships will send a written notice, via U.S. mail, fax, or email, informing Rumpke of the unsatisfactory conduct.

Under Level Two and Three, the Townships will notify Rumpke by telephone within five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax, or email, within ten (10) working days.

Written notices will identify the level of the notice, and the specifics of the incident.

Section 220 Spillage and Emergency Clean-Ups:

Rumpke shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel) for this purpose. Rumpke shall immediately commence clean up of any hydraulic, transmission, or other oil spill, or commence clean up of any spillage, which creates a hazardous condition (such as a spillage involving glass). If the Township(s) notifies Rumpke of spillage or similar incidents, clean-up must commence within one hour of when the notification was delivered.

Rumpke shall provide a current and up to date Emergency Management Plan, which will be available in each vehicle servicing the Agreement. The plan shall include the procedures to be implemented in the event of a vehicle fire; an accident; a hydraulic, transmission, or other oil spill; spillage, which creates a hazardous condition; or other emergencies.

The plan at a minimum shall include the phone number of an Emergency Response and Clean-Up Company; up to date contact information for Rumpke's responsible personnel; contact information for the Townships; instructions on how to contain and mitigate the emergency.

Section 240 Customer Grievances:

Rumpke's Field Route Supervisor will be responsible for adjudicating customer grievances. At the Townships' request, the Field Route Supervisor will join the Townships in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the Townships shall be final and binding.

ARTICLE VII
MATERIAL PROCESSING
(as outlined in Bid Specifications)

Section 400 Recycling Processing Facility:

Rumpke shall be responsible for processing Recyclables collected by Rumpke and/or processing all Recyclables collected under this Agreement. Recyclables may not be deposited as Solid Waste at a landfill

or incinerator. Marketing and transport of the processed materials and/or the product is at Rumpke's risk, expense and profit (or loss). The Townships shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product

In the event of an assignment, subcontract, or delegation of duties for processing and marketing of Recyclables, Rumpke shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the Townships for the satisfactory performance of the work assumed.

Unless otherwise approved in writing by the Townships, only subcontractors or other entity(ies) provided in the Bid Form submitted by Rumpke with the required certification of capability and capacity may be utilized for marketing and processing of Recyclables under this Agreement.

The arrangements for Recyclables, including the contingency plan to avoid disruption of the Recycling program through a temporary shutdown in processing, submitted by Rumpke with its Bid documents must be reviewed and approved by the Townships before Rumpke begins processing any Recyclables.

The processing system must be capable of accepting the following materials for single stream recycling: aluminum cans, cartons, plastic bottles & n jugs, bi-metal/steel cans, newsprint, magazines, phone books, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper.

The processing system shall be capable of processing the Recyclables to the degree necessary to be marketable and average less than 15% processing residuals remaining on a regular basis. The system shall have sufficient capacity to receive, process, and store all materials collected each day, and each week under this Agreement.

The processing facility shall conform to applicable zoning, regulations and any other applicable rules, regulations, or ordinances. If Rumpke is unable to meet pertinent state or local regulations and/or Agreement stipulations, Rumpke shall, upon Townships approval, arrange for processing of collected Recyclables at a facility that meets all such regulations and/or stipulations. The Recycling processing facilities shall be subject to inspection by Townships staff during business hours to determine compliance with this Contract and to verify reporting. Townships staff shall notify the facility upon arrival.

Section 430 Solid Waste Disposal/Processing Facility:

Rumpke shall be responsible for disposal/ processing of Solid Waste, Garbage and Refuse collected by Rumpke under this Agreement at a permitted facility.

The processing facility must be permitted/approved by the OEPA or equivalent regulatory agency if located in another state, to accept Municipal Solid Waste. The processing facility shall conform to applicable zoning, environmental, health and safety regulations and any other applicable rules, regulations, or ordinances. If Rumpke is unable to meet these environmental, health and safety regulations, or other pertinent federal, state or local regulations and/or Agreement stipulations, Rumpke shall arrange for disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse at a facility that meets all such regulations and/or stipulations.

Rumpke's arrangements for disposal/processing of collected Municipal Solid Waste, Garbage and Refuse, including the contingency plan to avoid disruption of the collection program through a temporary shutdown in disposal/processing, submitted by Rumpke with its Bid documents must be reviewed and approved by the Townships before Rumpke begins processing any Municipal Solid Waste, Garbage, and Refuse. The

disposal/processing facilities shall be subject to inspection by Townships staff during business hours to determine compliance with this Agreement and to verify reporting. Townships staff shall notify the facility upon arrival.

In the event of an assignment, subcontract, or delegation of duties for the disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse, Rumpke shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the Townships for the satisfactory performance of the work assumed.

Unless otherwise approved in writing by the Townships, only subcontractors or other entity(ies) provided in the Bid Form submitted by Rumpke with the required certification of capability and capacity may be utilized for disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse under this Agreement.

ARTICLE VIII
DISPOSAL PROHIBITION
(as outlined in Bid Specifications)

Section 500 Contamination and Residuals

Rumpke, any assignee, subcontractor, or other obligor, shall be prohibited from disposing of any Recyclables collected under this Agreement, or marketing materials to a third party that Rumpke knows will dispose of the materials. Violation of this Agreement provision may be cause for termination. Rumpke may dispose of contaminated materials or residuals. The cost of such disposal is fully the responsibility of Rumpke. Residuals due to processing or collection methods should average less than 15% on a regular basis.

ARTICLE IX
REPORTING REQUIREMENTS
(as outlined in Bid Specifications)

Section 610 Daily, Monthly, Quarterly, and Annual Reports:

DAILY REPORT

Rumpke, by 9:00 a.m. the next business day, must notify the Townships of any collections Rumpke has refused or been unable to make the previous business day via the Exception List “(EL)”. The EL must be in address order with a Townships account number. The EL shall be transmitted electronically.

MONTHLY REPORT

Rumpke shall submit monthly reports, on forms provided by the Townships or in a format mutually agreed upon by Rumpke and the Townships, for the length of the Agreement term commencing upon Notice To Proceed. These reports shall be due within ten business days after the end of the month. At a minimum, the reports shall include:

- 1) Summary of tonnages, from weight receipts of all collected material;
- 2) Number of Structures setting out Recyclables on each route;
- 3) Summary of tonnages of all processed material sold, by type of material

- 4) Summaries of the recycling residual contamination rate, including the weight of materials collected in the Townships and disposed of due to contamination;
- 5) Status of all complaints or Agreement violation notices forwarded to Rumpke by letter from the Townships or from customers during the month including, but not limited to:
 - a) Replacement of Containers
 - b) Employee misconduct
 - c) Rumpke responses to citizen's damage claims;
- 6) Description of progress in meeting the implementation schedule including any problems encountered and how they were resolved.
- 7) A summary by size and type of containers delivered and containers remaining in inventory.

Rumpke and the Township Administrators or designees will cooperatively work on annual reports to the Colerain, Ross and Springfield Townships Trustees dealing with implementation and operational issues.

ARTICLE X COMPENSATION

(as outlined in Bid Specifications)

Section 700 Payment for Contract Services:

1. Rumpke shall be solely responsible for the individual service billing of the respective property owners utilizing this service. The Township(s) may assist in the compilation and accumulation of the service billing lists but the ultimate responsibility for its preparation/compilation, accuracy and completeness rests with Rumpke. The accurate and efficient billing and administration of such documents is also the sole responsibility of Rumpke.
2. Rumpke will bill all service accounts in advance no more frequently than a three (3) times per year basis (in advance for each four (4) month period (i.e. - January-April; May-August; September-December), and no less frequently than a four times per year basis (in advance for each three (3) month period (i.e. - January-March; April -June; July-September; October-December). Rumpke shall offer a five (5) percent discount for any resident paying on a yearly basis prior to the end of April of each contract year.
3. Except as otherwise provided in this Article, all residential property owners shall receive collection services from Rumpke and shall be billed for each occupied unit.
4. Qualified residential households may be exempt from service if the resident is permitted to dispose of his/her Solid Waste at his/her place of employment. Rumpke and the Townships will require the resident seeking this exemption to submit a notarized, written statement from his/her employer on company letterhead verifying that the resident is authorized to dispose of all of his/her Solid Waste at the employer's establishment. r disposal of Exceptions shall be limited to those defined in the Townships resolution regarding solid waste and recycling

services.

5. Qualified residential households which are considered working farms may also be exempt from service if the resident provides to Rumpke and the relevant Township a current County-issued CAUV document stating that his/her property is eligible to receive the CAUV designation for property taxes.
6. The Townships may designate other exemptions to the service requirement in the Townships' resolutions regarding solid waste and recycling services.
7. Billing Rates shall be established in Appendix C attached hereto and incorporated herein by this reference. The adjusted rates contained in that Appendix for two, three, and four family services shall be applied only when a single invoice is provided for the entire two, three or four family structure.
8. Rumpke agrees to provide the Township(s) with an accurate current listing of service accounts upon written request, one hundred eighty (180) days prior to the expiration of this contract.

Section 710 Late and Delinquent Accounts

1. Any Rumpke customer under individual Rumpke contracts prior to the commencement of collection services pursuant to this Agreement, whose account has not been paid for ninety (90) days or longer as of March 31, 2016 shall not receive collection services pursuant to this Agreement until such time as their delinquent account is completely resolved.
2. A service charge for late payment may be assessed if payment is not received after fifteen (15) days from the date payment was due.
3. Service charges for late payments may not exceed 10% per billing period.
4. Accounts will be considered delinquent if payment has not been received after forty-five (45) days from the date payment was due.
5. Services to delinquent accounts may be discontinued if payment has not been received after sixty (60) days from the date payment was due.
6. Once payment is made, to resume service Rumpke may charge a reactivation fee not to exceed \$10.
7. Rumpke may use all legal mechanisms available to prosecute and collect from delinquent accounts whose service has been discontinued.

Section 720 Adjustments and Payment Indexing :

FUEL COST ADJUSTMENT

For purposes of this Agreement, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to annual fuel cost adjustments. Fuel cost increases/decreases shall be determined by the fuel cost adjustment formula included in this Section. Items 1 through 5 of the Information and Assumptions for Calculating Adjustments show the Townships interpretations of the

components of the fuel cost adjustment calculation. On a form provided by the Township, Rumpke will submit the calculations for the fuel cost increase or decrease adjustment based solely on the information and assumptions of the Townships as shown herein and using the fuel cost adjustment formula. Documentation from the sources of the variables shown in item 6 of the Information and Assumptions for Calculating Adjustments must be provided with the form and calculations.

THE FUEL COST ADJUSTMENT FORMULA:

(ROUTE MILES) (FUEL PER MILE) X (ROUTE VEHICLES) X (WEEKS PER MONTH) =
(Gallons fuel per month) X (VARIANCE PRICE PER GALLON) = (Cost of fuel per month) /
(HOUSING UNITS) = Fuel Cost Adjustment to BASE COLLECTION RATE per month per residential unit.

INFORMATION AND ASSUMPTIONS FOR CALCULATING ADJUSTMENTS

1. ROUTE MILES PER WEEK: The estimated route miles within the Townships ____, which will be adjusted for growth on February 1, 2017 and on the same date each contract year thereafter. Route miles per week were determined by doubling the total number of miles on all roadways located within the boundaries of the Townships, including private roads and in addition a standard allotment of miles covering roundtrips to all disposal /processing facilities and the origin of operation of Rumpke’s vehicles; (based on information provided in Bid Form 3)
2. HOUSING UNITS: The number of residential units per week serviced ____, which will be adjusted for new starts and stops on February 1, 2017 and on the same date each contract year thereafter;
3. FUEL PER MILE: 0.25 gallons of fuel consumption per mile;
4. ROUTE VEHICLES: 2 vehicles per home; (1 vehicle for Solid Waste 12 months per year; 1 vehicle for Recycling 12 months per year;)
5. WEEKS PER MONTH: 4.33 weeks per month;
6. VARIABLES AND SOURCES
 - a. The variance of the cost of a gallon of fuel based on the US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel PRICE _____ published on the date closest to February 1, 2016 compared to the average annual retail US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel published on the date closest to February 1, 2017. On February 1 each contract year thereafter the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL on that date will be compared to the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE of the previous year. The average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE will be determined by tracking and adding the published weekly 5 day averages throughout the year and dividing by 12.; and
7. Fuel cost increases/decreases shall be calculated by March 1, 2017 and become effective April 1, 2017 and shall be recalculated using the same formula and become effective on the same date each contract year thereafter.

Section 721 Notification for Unusual or Unanticipated Costs :

MUNICIPAL WASTE FEE OR TAX ADJUSTMENT

1. MUNICIPAL WASTE FEE OR TAX ADJUSTMENT
2. Rumpke may notify the Townships at any time of additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These are limited to Federal, State, County, or County Solid Waste District laws, ordinances, regulations, or designation agreements newly adopted, revised, or amended after May 15, 2015, that place a direct fee or tax per ton on Municipal Solid Waste disposed by Colerain, Ross and Springfield Townships. For purposes of this Agreement, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to the Municipal Waste Fee or Tax Adjustment. The increase per unit per month shall be calculated using the Municipal Waste Fee or Tax Adjustment Formula included in this section. On a form provided by the Township, Rumpke will submit the calculations for the Municipal Waste Fee or Tax Adjustment based solely on the information and assumptions of the Townships as shown herein and using the fuel cost adjustment formula.
3. THE MUNICIPAL WASTE FEE OR TAX ADJUSTMENT FORMULA:
4. $(\text{ANNUAL CONTRACTED DISPOSED TONS}) \times (\text{FEE OR TAX}) / (\text{TWELVE MONTHS}) / (\text{HOUSING UNITS}) = \text{Municipal Waste Fee or Tax Adjustment to BASE COLLECTION RATE per month per residential unit.}$
5. INFORMATION AND ASSUMPTIONS FOR CALCULATING ADJUSTMENTS
6. ANNUAL CONTRACTED DISPOSED TONS: the total annual reported tons of Municipal Solid Waste _____ collected and disposed from single family and multi-family residential units located in Colerain, Ross and Springfield Townships and included in this Contract.
7. FEE OR TAX: the amount \$ _____ per ton of the direct fee or tax per ton on Municipal Solid Waste resulting from a Federal, State or County law, ordinances or regulation newly adopted, revised, or amended after May 15, 2015.
8. HOUSING UNITS: The number of residential units per week serviced _____, which will be adjusted for new starts and stops on February 1, 2017 and on the same date each contract year thereafter.

Section 730 Contract Deposit Fund:

Upon signing the Agreement, Rumpke shall deposit the sum of \$10,000 with Colerain Township, \$10,000 with Ross Township and \$10,000 with Springfield Township in an interest bearing account, to be known as the Contract Deposit Fund, which will be maintained and controlled by the Townships. The Fund shall remain in the control of the Townships(s) throughout the term of the Agreement.

The Fund shall be used by the Townships(s) solely for the satisfaction of payments, charges, and penalties provided for under the terms of the Agreement. During the term of the Agreement, the Fund shall be replenished by Rumpke to its original amount of \$10,000 should the amount drop below \$5,000, within thirty (30) days notification by the Townships(s). Upon termination of the Agreement, any money remaining in the fund, including accumulated interest, shall be returned to Rumpke.

Section 750 Wage Increases for Employees:

All wage increases for collectors or any other employees of Rumpke granted during the term of this Agreement shall be the sole responsibility of Rumpke. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Agreement shall be to Rumpke's advantage or expense

respectively, except as noted herein.

Section 760 Hiring Preference

Rumpke and subcontractors shall give hiring preference to any Solid Waste, or Recyclables collection workers who are displaced as a result of the Townships awarding this Agreement.

**ARTICLE XI
EQUAL OPPORTUNITY/NON-DISCRIMINATION
(as outlined in Bid Specifications)**

Section 800 Equal Employment Opportunity:

Rumpke shall not discriminate against any employee or applicant for employment because of gender, race, religion, creed, color, marital status, sexual orientation, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

Rumpke will ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Rumpke agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Rumpke shall be responsible for the compliance of subcontractors or joint venturers.

The foregoing provisions will be inserted in all subcontracts for work covered by this Agreement.

Section 820 Non-Discriminatory Service:

Rumpke will not discriminate against any customer or Townships resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. Rumpke shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

**ARTICLE XII
SECURITY: LIABILITY; DAMAGES
(as outlined in Bid Specifications)**

Section 900 Performance Bond:

Before this Agreement can be executed, Rumpke shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Agreement.

Said bond or letter of credit must be in the amount of 50% of the total annual cost of awarded service.

The bond shall be issued for a period of not less than one year and Rumpke shall provide a new bond, or evidence satisfactory to the Townships of the renewability of the current bond at least 90 calendar days before it expires.

The bond shall be for the use and benefit of the Townships, with a surety company authorized to do business in the State of Ohio and acceptable to the Townships. Said bond shall be conditioned that Rumpke shall faithfully perform all of the provisions of this Agreement and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply Rumpke or subcontractors with provisions and supplies for the performance of this Agreement, and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Section of this Agreement, that it shall be construed to meet all requirements specified herein and that any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.

Such bond shall be submitted to, and subject to approval of the Townships prior to its effective date.

Failure of Rumpke to furnish and maintain said Performance and Payment Bond shall be considered a material breach of this Agreement and grounds for its immediate termination at the option of the Townships.

Section 910 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Agreement. Rumpke may be held in default of the Agreement in the event Rumpke:

- 1) Fails to perform ninety percent (90%) of the collections required by this Agreement and appears, to the Townships, to have abandoned the work, or to be unable to resume collections within forty-eight (48) hours;
- 2) Has failed on three (3) or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Agreement; except as provided in Section 143;
- 3) Is unable to accept, for any period of time, Recyclables for processing and as a result of such non-acceptance, collection of Recyclables is suspended; or
- 4) Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Agreement, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the Townships shall give notice to Rumpke and its surety of the location, time, and date within the following seven (7) calendar days of a public hearing at which Rumpke may show cause why it should not be declared in default.

In the event Rumpke fails to show, to the satisfaction of the Townships, why Rumpke should not be declared to be in default of this Agreement and Townships may make such declaration.

In declaring Rumpke to have defaulted on the Agreement, the Townships also may order Rumpke to discontinue further performance of work under the Agreement and transfer the obligation to perform such work from Rumpke to the surety on Rumpke's performance bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Agreement, the surety shall take possession of all materials and equipment described in the most recent

inventory submitted to the Townships pursuant to Section 65 hereof, for the purpose of completing the work under the Agreement; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Agreement and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Agreement subsequent to such transfer, in amounts equal to those that would have been made to Rumpke had it performed in the manner and to the extent of the surety's performance, and Rumpke shall have no claim upon the same.

In the event the surety on Rumpke's performance bond fails to assume or continue performances within forty-eight (48) hours after its receipt of notice that the work has been transferred to such surety, Rumpke shall lease, sublease or otherwise license the Townships to use all, or whatever portion is desired by the Townships, of the materials and equipment described on the most recent inventory submitted to the Townships pursuant to Section 65 hereof, for collection and processing purposes for a period of up to six months following the date of the declaration of default by the Townships without requiring the Townships to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the Townships to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the Townships pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by Rumpke, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the Townships be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the Townships' interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on Rumpke's bond or its agent accepts the transfer of work under the Agreement.

In the event the Townships secures the performance of work under the Agreement at a lesser cost than would have been payable to Rumpke had Rumpke performed the same, then the Townships shall retain such difference; but in the event such cost to the Townships is greater, Rumpke and its surety shall be liable for and pay the amount of such excess to the Townships.

All payments due Rumpke at the time of default, less amounts due the Townships from Rumpke, shall be applied by the Townships against damages suffered and expense incurred by the Townships be reason of such default, any excess shall be paid to Rumpke unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Agreement resulting from causes beyond Rumpke's control shall not be deemed to be a default and the rights and remedies of the Townships provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond Rumpke's control.

Section 920 Commitment of Equipment:

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in Rumpke's inventory under Section 65 for use in the performance of this Contract (called "such property") shall be available for use in collecting Solid Waste and Recyclables in the Collection Area, and shall be available for use in processing Recyclables for the duration of this Agreement. When provided, this Section applies to the replacement and substitute.

For the duration of this Agreement, any document (including a lease to or by Rumpke, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits Rumpke's interest in such property shall:

- 1) Allow the surety on Rumpke's performance bond to take over Rumpke's obligations and to continue the use of the equipment in service for performance of the Agreement;
- 2) In event Rumpke is in default and the surety on Rumpke's performance bond fails to assume or continue performance within forty-eight (48) hours after notice to do so, allow the Townships to use without further documentation all or a portion of such property, at the Townships' discretion, for a period of up to six months following the date of Rumpke's declaration of default, to provide such collection services on the condition that the Townships pays to Rumpke's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
- 3) Exempt the Townships from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the Townships' interim usage; and
- 4) Forbid any foreclosure, trustee's sale or other dispossession of Rumpke's interest in such property without giving both the Townships and surety on Rumpke's performance bond sixty (60) days' prior notice, and then make any termination of Rumpke's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections 1), 2) and 3) of this Section.

To assure compliance with this Section, Rumpke shall submit to the Townships for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting Rumpke's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of Rumpke in such property before Rumpke's execution of such agreement. The Townships' approval shall not be unreasonably withheld.

Section 950 Indemnity:

Rumpke shall defend, indemnify and save harmless Colerain, Ross and Springfield Townships and the Townships' officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to Rumpke, its agents, employees, subcontractors and their successors and assigns as well as the Townships or the Townships' agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with or related to the work performed under this Agreement, or in connection with or related to (in whole or in part by reason of) the presence of Rumpke or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Colerain, Ross and Springfield Townships, or any other property (upon which Rumpke is performing any work called for), except only those losses resulting solely from the negligence of Colerain, Ross and Springfield Townships.

Section 960 Liquidated Damages:

This Section is independent of Section 910. The acts or omissions, within the control of Rumpke, in the left hand column are a breach of this Agreement; the amounts in the right hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the Contract Deposit Fund as determined by the

Townships.

The Townships shall provide Rumpke with written notice of all liquidated damages assessed on at least a monthly basis. Should the Townships neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Townships to enforce such penalty retroactively or in the future. Should the Townships neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Townships to enforce such penalty retroactively or in the future.

SECTION	OMISSION	LIQUIDATED DAMAGES
50	Unsanitary condition of vehicle exterior or interior cab	\$100 per incident
50	Failure to provide personnel and collection vehicles sufficient in number and capacity to service all Structures at the frequency and level of collection specified	\$250 per vehicle per day
80 200	Failure by the Field Route Supervisor or Customer Service trained specialist in the contract to respond to the Townships within one hour.	\$100 per incident
120	Commencement of collection prior to 6:00 a.m. except as expressly permitted	\$100 per incident (each truck on each route is a separate incident)
123	Collection from Structures on other than the day specified, including early collection due to a holiday.	\$20 per Structure, to a maximum of \$500 per truck per day
143	Failure to make collection on the next weekday when snow or ice prevents collection on the scheduled day. Rumpke shall if such conditions continue for an entire week, or more, failure to, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed.	\$250 per day In addition to the above damages, Rumpke shall not be paid for work not performed.
145	Failure to collect missed Solid Waste or Recyclables, or paid specials, within one business day (including Saturday) after a makeup request is given to Rumpke.	\$25 each incident to a maximum of \$250 per truck per day for Cart \$50 each incident per Detachable Container
148	Any additional misses, at the same address, within one (1) year after Rumpke's receipt of 2nd notice regarding no collection.	\$200 each incident
148	Missed collection of an entire block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street.	\$150 per whole block
150	Failure to deliver or replace Solid Waste or Recycling Wheeled Containers for any reason within five (5) business days of notification	\$25 per Container per day
220	Failure to collect spillage	\$10 per incident

ARTICLE XIII
ANCILLARY PROVISIONS
(as outlined in Bid Specifications)

Section 1000 Assignment or Pledge of Moneys by Rumpke:

Rumpke shall not assign or pledge any of the monies due under this Agreement without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the Townships of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release Rumpke or its sureties from any obligations or liabilities arising under or because of this Agreement.

Section 1010 Assignment; Subcontracting; Delegation of Duties:

Except for the subcontracting identified in Bid Forms submitted by Rumpke, Rumpke shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Agreement without the prior written approval of the Townships, which will not be unreasonably withheld.

In the event of an assignment, subcontract, or delegation of duties, Rumpke shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the Townships for the satisfactory performance of the work assumed. The Townships may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the Townships to fully and faithfully complete the work or responsibility undertaken.

Section 1020 Audit:

Rumpke shall maintain in its office full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting Rumpke's work on this Agreement. The Townships may require an audit of such books and records at any reasonable time, at the Townships' expense. Such audit will be conducted by another reputable, competent certified public accounting firm with experience in auditing public service companies selected by mutual agreement of the Townships and Rumpke. Audit information will be kept confidential, except as public disclosure laws may require disclosure.

Section 1030 Contract Rights:

The parties reserve the right to amend this Agreement from time to time by mutual agreement in writing. Rights under this Agreement are cumulative, and in addition to rights existing at common law. Payment by the Townships and performance by Rumpke do not waive their contract rights. Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right another occasion. The use of one remedy does not exclude or waive the right to use another.

Section 1040 Interpretation:

This Agreement shall be interpreted as a whole and to carry out its purposes. This Agreement is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

Section 1050 Law; Venue:

The laws of the State of Ohio shall govern the validity, construction, and effect of this Agreement. The venue for any claims, litigation, or causes of action between the parties shall be in the available courts of Hamilton County.

Section 1060 Notices:

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered mail, return receipt requested, or by email to the parties at the following respective addresses:

To the Townships:

James Rowan, Administrator
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251
513-923-5005
jrowan@colerain.org

To Rumpke:

Dean Ferrier
Rumpke of Ohio, Inc.
10795 Hughes Road
Cincinnati, OH 45251
513-851-0122 ext. 5273
Dean.ferrier@rumpke.com

Michael Hinnenkamp, Administrator
Springfield Township
9150 Winton Road
Cincinnati, OH 45231
(513) 522-1410
mhinnenkamp@springfieldtp.org

Robert Bass, Administrator
Ross Township
3133 Hamilton Cleve Road
Hamilton, OH 45031
(513) 863-2337 ext. 111
rbass@rosstwp.org

Section 1070 Severability:

Should any term, provision, condition, or other portion of this Agreement or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Agreement still fulfills its purposes, the remainder of this Agreement or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

Section 1080 Termination:

Notwithstanding any other provisions of this Agreement, the Townships may terminate this Agreement upon a default under or breach of this Agreement by Rumpke. A termination for violation of any provision shall take effect in fifteen (15) calendar days after delivery of notice of termination

Section 1090 Transition to Next Contractor:

In the event that Rumpke is not awarded a contract to continue to provide Solid Waste collection services, Rumpke shall cooperate fully with Townships and the subsequent contractors to assure an orderly and effective transition. Such cooperation shall include, but not be limited to, providing route maps, route lists and other similar information.

Section 2000 Background Information:

Appendix A includes information provided by the Townships for use by the Rumpke at its own risk. The types and numbers of occupied units were derived from the best available information, but are not guaranteed to be 100% accurate. The number of units that may opt for various levels of service are purely estimates.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

This Agreement constitute the entire agreement between the Townships and Rumpke and may only be altered, amended or repealed by a duly executed written instrument.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

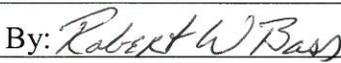
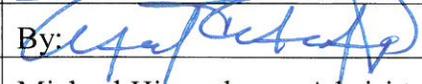
The failure of the Townships to insist in any one or more instances upon strict compliance with any of the provisions of this Agreement or the Contract Documents shall not be construed as a waiver or relinquishment of the Townships' right to thereafter require strict compliance.

The representative of Rumpke whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Rumpke to the terms of this Agreement by his signature.

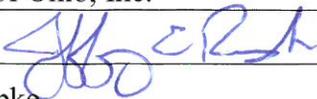
The representative of the Townships whose signatures are affixed to this Agreement affirm that they have been duly authorized to bind their respective Townships to the terms of this Agreement by their signatures.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

TOWNSHIPS

COLERAIN TOWNSHIP	ROSS TOWNSHIP	SPRINGFIELD TOWNSHIP
By: 	By: 	By: 
James Rowan, Administrator 4200 Springdale Road Colerain Township, OH 45251 513-923-5005	Robert Bass, Administrator 3133 Hamilton Cleve Road, Hamilton, OH 45013	Michael Hinnenkamp, Administrator 9150 Winton Road Cincinnati, OH 45231 513-522-1410

RUMPKE

ORGANIZATION	Rumpke of Ohio, Inc.
AUTHORIZED SIGNATURE	By: 
CONTACT NAME , ADDRESS AND PHONE NUMBER	Jeff Rumpke 10795 Hughes Road Cincinnati, OH 45251 513-741-5230

APPENDIX A

HOUSING UNITS AND ESTIMATED SERVICE LEVELS BY TOWNSHIP

	COLERAIN	ROSS	SPRINGFIELD	TOTAL
All Housing Units	18,981	2748	14171	35,900
Single Family	18,894	2,725	14,129	35,748
Multi-Family	87	23	42	152
Base Collection Rate Unlimited Service	15,185	2199	11,337	28,721
96-Gallon Cart Add-On Rental To Base Collection Rate Unlimited Service	5,057	732	3,775	9,564
Discounted Base Collection Rate Limited Service Includes 96 Gallon Cart	3,796	549	2,834	7,179
Backyard Service Add-On	100	20	20	140

Appendix B

PRIVATE ROADWAYS

Colerain

Airy Meadows	Indian Ridge	Resolute Circle
Amberway Court	Intrepid Drive	Robert Avenue
Arborwood (in apts.)	Jefre	Robert Court
Bennington Court	Lake Terrace Park	Rocker Drive (in apts)
Birchway	Lindsey Lane	Rockyridge
Brookside Drive	Little Field	Rolling Acres
Cameo	Lookover	Ropelt
Caroussel Park Circle	Manover	Russet
Cedarwoods Condos	Mapleknoll	Sandgate
Church	Marker Drive	Stahley Drive
Courageous	Miamiwoods Lane	Stateland Court
Creekview Drive	Nandale (at apts)	Statewood Court
Crosley Farm	Noralma	Sunnyside
Crossridge	Northwest	Swiss Court
Defender Drive	Pavlova	Thelmar
Elbow	Peachgrove Apts.	Topview
Elaine Stahley	Peachgrove Manor Condos	Treeline
Enchanted Way	Peachvilla Apts.	Treetop
Endeavor Drive	Pebblebrook	Waldenglen
Fannatte	Pebblehill	Willowgate
Good News Lane	Pebbleview	Windy Way
Haddington	Pinney	Woodhill
Hidden Creek Drive	Regatta Drive	Woodstate
Hiddenmeadows	Regency Square Court	Woodview

Appendix B (continued)

Springfield

Christmas Lane	Bridgecreek
Colorama	Parts of Finney Trail and Denier (west of guardrail)
Country Mills Lane	Paul Farms Drive
Dutchess Lane	Pineknoll Drive
Faske Lane	Safari Lane
Pepper Circle	Silvergate Drive
Central Park	Winton Hills Lane

Ross

Christian Road	James Court
Covered Wagon Estates Lane	Redwing Court
Morgan Lane	London Ridge Trails
Boehm Farm Drive	Pecks Place
Karen Lane	Skyview Trailer Park

TOWNSHIP MILES (DOUBLED FOR FUEL COST ADJUSTMENT FORMULA)

Colerain	224.80
Ross	161.2
Springfield	268

Appendix C

BILLING RATES

Base Collection Rate Unlimited Service includes 65 gallon Recycling Cart at no added cost	Cost per Month	Optional Add-On Rental of 96-gallon Disposal Cart for Base Collection Unlimited Service	Cost per Month
April 1, 2016 - March 31, 2017	\$16.20	April 1, 2016 - March 31, 2017	\$2.50
April 1, 2017 - March 31, 2018	\$16.50	April 1, 2017 - March 31, 2018	\$2.50
April 1, 2018 - March 31, 2019	\$16.85	April 1, 2018 - March 31, 2019	\$2.50
April 1, 2019 - March 31, 2020	\$17.20	April 1, 2019 - March 31, 2020	\$2.50
April 1, 2020 - March 31, 2021	\$17.55	April 1, 2020 - March 31, 2021	\$2.50

Discounted Base Collection Rate Limited Service includes 95-Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost	Cost per Month	Backyard Service is an optional add on to the Base Collection	Cost per Month
April 1, 2016 - March 31, 2017	\$12.95	April 1, 2016 - March 31, 2017	\$25.00
April 1, 2017 - March 31, 2018	\$13.20	April 1, 2017 - March 31, 2018	\$26.00
April 1, 2018 - March 31, 2019	\$13.45	April 1, 2018 - March 31, 2019	\$27.00
April 1, 2019 - March 31, 2020	\$13.75	April 1, 2019 - March 31, 2020	\$28.00
April 1, 2020 - March 31, 2021	\$14.00	April 1, 2020 - March 31, 2021	\$30.00

2-Family Unlimited Collection Rate includes (1) 65-gallon recycling cart	Cost per Month	2-Family Discounted Limited Service includes (1) 96-gallon waste cart and (1) 65-gallon recycling cart	Cost per Month
April 1, 2016 - March 31, 2017	\$24.30	April 1, 2016 - March 31, 2017	\$19.43
April 1, 2017 - March 31, 2018	\$24.75	April 1, 2017 - March 31, 2018	\$19.80
April 1, 2018 - March 31, 2019	\$25.28	April 1, 2018 - March 31, 2019	\$20.18
April 1, 2019 - March 31, 2020	\$25.80	April 1, 2019 - March 31, 2020	\$20.63
April 1, 2020 - March 31, 2021	\$26.33	April 1, 2020 - March 31, 2021	\$21.00

3 or 4-Family Unlimited Collection Rate includes (2) 65-gallon recycling carts	Cost per Month	3 or 4-Family Discounted Limited Service includes (2) 96-gallon waste carts and (2) 65-gallon recycling carts	Cost per Month
April 1, 2016 - March 31, 2017	\$32.40	April 1, 2016 - March 31, 2017	\$25.90
April 1, 2017 - March 31, 2018	\$33.00	April 1, 2017 - March 31, 2018	\$26.40
April 1, 2018 - March 31, 2019	\$33.70	April 1, 2018 - March 31, 2019	\$26.90
April 1, 2019 - March 31, 2020	\$34.40	April 1, 2019 - March 31, 2020	\$27.50
April 1, 2020 - March 31, 2021	\$35.10	April 1, 2020 - March 31, 2021	\$28.00