



Plain Township

Board of Trustees Regular Meeting Agenda November 14, 2018 - 7:00 p.m. at the Fire Station

1. Pledge of Allegiance
2. Roll Call
3. Additions or Corrections to Agenda
4. Approval of Minutes – October 17, 2018
5. Pending Warrants
6. Review of Health Insurance Plan Options – Jon Hastings
7. Departments

Administrator

Report

Resolution 181114A1 – A resolution to pay OTARMA for property/liability insurance

Resolution 181114A2 – A RESOLUTION TO APPROVE AN EXTENSION OF AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF RECYCLING PROCESSING SERVICES FOR RECYCLABLE MATERIALS GENERATED BY RESIDENTIAL UNITS, TOWNSHIP FACILITIES AND DURING SPECIAL EVENTS IN PLAIN TOWNSHIP, FRANKLIN COUNTY FOR 2019

Resolution 181114A3 – A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF RECYCLING PROCESSING SERVICES FOR RECYCLABLE MATERIALS GENERATED BY RESIDENTIAL UNITS, TOWNSHIP FACILITIES AND DURING SPECIAL EVENTS IN PLAIN TOWNSHIP FOR THE YEARS 2020 TO 2021

Resolution 181114A4 – A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, TOWNSHIP FACILITIES AND DURING SPECIAL EVENTS IN PLAIN TOWNSHIP FOR THE YEARS 2019 TO 2021

Zoning

Report

Road/Maintenance Department

Report

Resolution 181114M1 – A resolution to pay Hina Environmental, LLC

Resolution 181114M2 – A resolution to increase the amount for road repairs

Fire Department

Report

EMS & Fire Runs

Resolution 181114F1 – A resolution to pay Heritage Fire Equipment

Resolution 181114F2 – A resolution to pay Silco Company

Resolution 181114F3 – A resolution to approve firefighter job descriptions
Tabled from October 17 meeting

City Liaison

Plain Local School District Liaison – (Phil Darrow)

Township Fiscal Officer

Resolution 181114B1 – A resolution to reduce receipts and appropriations in Fund 14-Pool

Resolution 181114B1 – A resolution to reduce receipts and appropriations in Fund 23-
Permissive License Tax

Resolution 181114B3 – A resolution to reduce receipts in Fund-21 Capital Equipment Fire
and appropriations in Fund-10 Fire District

Trustees

Dave Ferguson

Dave Olmstead

Thomas Rybski

6. **Old Business**
7. **New Business**
8. **Citizen's Comments**
9. ***Executive Session – if requested**
10. **Adjournment**

11. Sign Documents

Agenda is subject to amendment by the Board at the time of meeting.

**Executive Session: Pursuant to Ohio Revised Code 121.22(G)(1) for appointment, employment, promotion or compensation, discipline demotion or dismissal, or*

Pursuant to ORC 121.22 (G)(2) to consider purchase of property for public purposes or sale of property at competitive bidding, or

Pursuant to ORC 121.22(G)(3) Conference with attorney for public body to discuss pending or imminent court action.

RECORD OF PROCEEDINGS

Minutes of Meeting Plain Township Board of Trustee Meeting

Held Fire Station 7:00 p.m.

The Plain Township Board of Trustees met in regular session at the Plain Township Fire Station, 9500 Johnstown Road, New Albany, Ohio.

Mr. Olmstead called the meeting to order with the Pledge of Allegiance to the flag.

Roll Call: Members Present Dave Ferguson, Dave Olmstead and Tom Rybski. Bud Zappitelli, Fiscal Officer, was present. Other people present were Ben Collins, Chief Hoovler, Bob Pharris, Assistant Chief Rupp, Cindy Powell, Mary Fee, Battalion Chief Sponaugle, Battalion Chief Ecleberry and numerous firefighters.

Visitors Present: Jon Hastings – AssuredPartners

ADDITIONS OR CORRECTIONS TO THE AGENDA

Mr. Olmstead said that there was a possibility of an Executive Session concerning compensation.

APPROVAL OF MINUTES

Mr. Rybski made a motion to approve the October 17, 2018 Board of Trustees Meeting minutes as submitted. Mr. Olmstead seconded the motion.

Vote: All Aye (Resolution 18111401)

PAYMENT OF THE BILLS

Mr. Olmstead made a motion to pay the pending warrants in the amount of \$607,261.07.

Mr. Rybski seconded the motion. Vote: All Aye (Resolution 18111402)

JON HASTINGS – ASSUREDPARTNERS – HEALTH INSURANCE PLAN OPTIONS

Mr. Collins gave an overview of the health insurance renewal options and plan designs including a 5% increase in our current plan.

There was discussion concerning employee issues with the current health insurance plan and the health insurance employee survey results.

Mr. Hastings explained how the providers may need educated so they will not require money up front for deductibles. He said it should not be billed up front. Mr. Olmstead asked if there were any vehicles out there like a debit card or credit card that is tied to the plan that employees can use to take care of a plan covered deductible. Mr. Hastings said yes those are available.

Several employees explained some of the issues that they had with coverage and having to pay out of pocket before medical services would be provided. There was discussion concerning Chard Snyder needing the Explanation of Benefits before they will reimburse someone. Mr. Rybski asked if this is something AssuredPartners see's with all insurance companies. He asked is this something that is a trend or unique to the provider that we have. Mr. Hastings said no it is really common across the board.

Mr. Rybski said that we have been having some issues with how things are being managed like generic drugs being recommended over the standard drugs and some other things. He said it seems burdensome and we need to look at how we can improve upon some things. Mr. Ferguson said that normally the pharmacy will always provide generic drugs unless a brand drug is requested. Mr. Rybski said that his understanding is that they are dictating that you use generic. There was discussion about the insurance company prescription coverage and the employee reimbursement process.

Mr. Ferguson asked what the recommendation is. Mr. Collins said the first thing that comes to mind is the idea of the HRA card. He said that Chard Snyder does provide that but not every facility or provider is going to accept it so it will not be a universal solution. Mr. Olmstead asked if it was a debit card. Mr. Hastings said it was essentially a debit card. He explained some of the ways that the card can get declined.

Mr. Olmstead said that one of the possibilities of addressing some of the issues and was his idea to get employees involved. He said to put together a small group of folks to work with the administrator and Mr. Hastings and go out and look at plans over the next year to see what is out there and to see what is viable. He said they can talk amongst employees and see what people want, what they would potentially be willing to give up and what it would cost.

Mr. Olmstead said ultimately a 5% renewal of the current plan is \$40,000 to start plus any additional costs on the expenses that the township is paying. He asked what the HRA out of pocket is year to date this year. Mr. Collins said the year to date is \$129,000 and last year it totaled \$108,000. He said how can we continue to provide a benefit that the employees have enjoyed at a cost that the township can continue to afford.

Mr. Ferguson said as he understands it there is a recommendation not to go ahead and bid out to other carriers because of the 5% renewal that we were offered because it is very attractive to maintain our cost and to continue to work out some of the bugs with United Healthcare. He asked if he had that more or less accurate. Mr. Collins said I think that we have an opportunity to help address some of the user experience with the debit card and that the 5% renewal rate is a good opportunity not just because of dollars but because it is a positive renewal for the township.

Mr. Ferguson asked what Mr. Hastings thoughts were. Mr. Hastings said based on the actual presented renewal which was 13% to the township and we are essentially at the end of our negotiations and 5% is the verbal agreed upon increase that United Healthcare is willing to provide. He said based on trending healthcare inflation 5% is a very favorable renewal. He said the average increase is in the mid teen and twenties.

Mr. Rybski asked Mr. Hastings if there were things that we can be doing to improve these problems that we are hearing tonight. Mr. Hastings said a lot of it is going to be the providers.

He said there are plan designs that are changing and a lot of the providers are ingrained in the copays. He said if they don't have a copay then they want it paid up front. He said they are not supposed to do that.

Mr. Rybski said that he agreed with Mr. Olmstead that it would be a good idea to get a committee together as we move forward to next year's renewal to get some insight and thoughts. Mr. Olmstead said there are all kinds of plan designs out there and that is the challenge that a lot of places are only offering HSA's with a consumer driven or high deductible health plan.

Mr. Olmstead said as a component of overall benefits to people on compensation the township historically has offered a healthcare plan that basically takes care of first dollar. He said if people want to look at doing something different we can certainly talk about it.

There was discussion on the HRA debit cards and what needs to be done to proceed with Chard Snyder. Mr. Olmstead asked when a decision needed to be made for the health insurance. Mr. Collins said that he would like to have something in place by December 1st to give them time to get everything printed up.

There was discussion concerning the November 21st meeting. The board decided to move it to November 28th at 7:15 am.

ADMINISTRATOR

Mr. Ferguson made a motion to pass Resolution No. 181114A1. Be it resolved, to renew coverage and to pay the Ohio Township Association Risk Management Authority (OTARMA) \$42,038.00 for Property and Liability Insurance coverage for the period of November 8, 2018 to November 8, 2019 from the following funds:

Line 01-A-06B (General-Insurance-Building/ Equipment)	\$9,420.01
Line 10-A-14B (Fire-Insurance-Building/ Equipment)	\$25,001.62
Line 11-A-10B (Roads-Insurance-Building/ Equipment)	\$4,520.77
Line 14-A-12 (Pool-Insurance-Building/ Equipment)	\$3,027.45
Line 05-A-14 (Cemetery- Insurance-Building/ Equipment)	<u>\$68.15</u>
	\$42,038.00

Mr. Olmstead seconded the motion. Vote: All Aye

Mr. Rybski made a motion to pass Resolution No. 181114A2. WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Township may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the Township; and

WHEREAS, the Township has determined that it is in the best interests of the Township and its Residents that the Township arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities and

during Special Events located within the Township from a single Contractor on an exclusive basis ("Recycling Services"); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for processing of Recyclable Materials, the Township determined that the Contractor is qualified to provide the Recycling Services to the Township and approved the award of the Agreement to the Contractor; and

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

WHEREAS, in response to the Bid Documents, entirely incorporated herein by reference, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Township; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE PLAIN TOWNSHIP BOARD OF TRUSTEES, FRANKLIN COUNTY, OHIO:

Section 1. To renew the terms and conditions for the Recycling Services in conformance with the Bid Documents, the executed Recycling Agreement, the Renewal Agreement and the Contractor's pricing for 2019; and

Section 2. That the indicated paragraphs of the Recycling Agreement are supplemented to include the following revised language:

- 2.1 Effective Date and Term. The term of this Agreement shall be for one (1) year, beginning on January 1, 2019 and terminating on December 31, 2019.
- 2.2 Renewal Terms. This Agreement may not be renewed for an additional term.
- 3.2 Charges for Recycling Services. The Contractor agrees that it shall charge zero dollars (\$0.00) per ton, or pay to the Township a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the Township or its Residents.

Section 3. That the Township Administrator is hereby authorized to enter into a Renewal Agreement for the Acceptance and Processing of Recyclable Materials with Rumpke of Ohio, Inc. that is substantially in accordance with this resolution.

Section 4. That this Board of Trustees finds and determines that all formal actions of this Board concerning this legislation were taken in an open meeting of this Board, all in compliance with Ohio law including Section 121.22 of the Ohio Revised Code.

Section 5. That this Resolution is declared to be in full force and effect from and after the earliest period allowed by law.

Mr. Olmstead seconded the motion. Vote: All Aye

Mr. Olmstead made a motion to pass Resolution No. 181114A3. The Board of Township Trustees of Plain Township, Franklin County, Ohio (the "Board"), in its capacity as the governing authority for Plain Township, Ohio (the "Township"), met in regular session at the offices of said Board on November 14, 2018, with the following members present: Dave Ferguson, Dave Olmstead, and Tom Rybski, and Mr. Olmstead moved the adoption of the following RESOLUTION:

WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Township may establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the Township; and

WHEREAS, the Township has determined that it is in the best interests of the Township and its Residents that the Township arrange for the processing of all Recyclable Materials generated at Residential Units and Township Facilities and during Special Events located within Plain Township; and

WHEREAS, on April 9, 2018 and on April 16, 2018, the Township, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("SWACO") ("2014 Consortium"), invited through advertisement in The Daily Reporter qualified providers of the Recycling Services to submit bids to provide such Recycling Services on the terms and conditions contained in the Recycling Services Agreement as included in the Bid Documents; and

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

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

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

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

WHEREAS, the Township and the Contractor intend to negotiate and agree upon final terms and conditions for performance of the Recycling Services substantially in conformance with the Recycling Services Agreement included in the Bid Documents for the processing of all Recyclable Materials generated by Residential Units, Township Facilities, and during Special Events located within Plain Township, Ohio; and

NOW, THEREFORE:

BE IT RESOLVED, that the Board of Trustees of plain Township, Ohio does hereby authorize the Township Administrator to enter into a Recycling Services Agreement with Rumpke of Ohio, Inc. that is substantially in accordance with the Recycling Services Agreement as included in the Bid Documents, for a term of two (2) years, beginning on January 1, 2020

and terminating on December 31, 2021, and this agreement may be renewed for up to two (2) additional consecutive terms of up to one (1) year each upon the sole discretion of the Township, at a price in accordance with the amount provided in the Bid Form; and

BE IT FURTHER RESOLVED, that the Board of Trustees of Plain Township, Ohio does hereby reject all other bids; and

BE IT FURTHER RESOLVED, that it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting in compliance with all legal requirements, including Ohio Revised Code §121.22.

Mr. Rybski seconded the motion. Roll Call Vote: All Aye

Mr. Ferguson made a motion to pass Resolution No. 181114A4. The Board of Township Trustees of Plain Township, Franklin County, Ohio (the "Board"), in its capacity as the governing authority for Plain Township, Ohio (the "Township"), met in regular session at the offices of said Board on November 14, 2018, with the following members present: Dave Ferguson, Dave Olmstead, and Tom Rybski, and Mr. Ferguson moved the adoption of the following RESOLUTION:

WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Township may establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the Township; and

WHEREAS, the Township has determined that it is in the best interests of the Township and its Residents that the Township arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units and Municipal Facilities and during Special Events located within the Township; and

WHEREAS, on May 21, 2018, and on May 29, 2018, the Township, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("SWACO") ("2014 Consortium"), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained in the Collection Agreement as included in the Bid Documents; and

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

WHEREAS, after the official opening of the bids by the 2018 Consortium and consideration of all bids for Collection Services, the Township determined that the Collection Contractor is qualified to provide the Collection Services to the Township; and

NOW, THEREFORE:

BE IT RESOLVED, that the Board of Trustees of Plain Township, Ohio does hereby authorize the Township Administrator to enter into a Collection Services Agreement with Rumpke of Ohio, Inc. that is substantially in accordance with the Collection Agreement as included in the Bid Documents, for a term of three (3) years at the bid price of \$16.71 in year one, \$17.88 in year two, and \$19.13 in year three, per residential unit per month for the collection of Solid Waste, Recyclable Materials and Yard Waste beginning effective January 1, 2019; and

BE IT FURTHER RESOLVED, that the Board of Trustees of Plain Township, Ohio does hereby reject all other bids; and

BE IT FURTHER RESOLVED, that it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting in compliance with all legal requirements, including Ohio Revised Code §121.22.

Mr. Rybski seconded the motion. Roll Call Vote: All Aye

ZONING

Mr. Olmstead asked if there were any updates to the properties on Central College Road, Harlem Road or Johnstown Road. Mr. Collins said the Harlem Road property was referred to the Prosecutor's Office and they were unable to get in touch with anyone so there was no response. He said on Central College Road the cars are still there. He said there is another little wrinkle with a neighboring property which is establishing a small cell tower. He said they will be installing a mini tower and it is zoned commercial. Mr. Rybski asked if it was there yet. Mr. Collins said no. Mr. Rybski asked how tall it would be. Mr. Collins said it looks like it will be around 12 feet. Mr. Collins said there was no change on Johnstown Road. He said the property owner was going to build a privacy fence to provide some screening to the neighbor.

Mr. Olmstead asked what happened with Oakland Nursey. Mr. Collins said that they are still moving forward to get their minor modification approved. He said they had to make some alterations to the structure so they were a little delayed in getting everything in order.

MAINTENANCE

Mr. Ferguson made a motion to pass Resolution No. 181114M1. Be it resolved to pay Hina Environmental Solutions, LLC \$3,219 for the removal of tile from the township offices out of fund 01-B-03 (General – Buildings and Additions).

Hina Environmental Solutions, LLC

995A Safin Road

Columbus, Ohio 43204

Mr. Olmstead seconded the motion. Vote: All Aye

Mr. Rybski made a motion to pass Resolution No. 181114M2. Be it Resolved: To increase the amount authorized by prior resolution 180321M1 and pay the Franklin County Engineers Office the amount of \$9,045.04 for crack sealing, maintenance and repairs of unincorporated township roads, to be paid out of 11-B-03 (Roads – Contracts).

Mr. Olmstead seconded the motion. Vote: All Aye

Mr. Collins gave a brief update on the Bevelhymer Road ditch repair and road stabilization. Mr. Pharris said that he gave each of the trustees a picture of the 36” tile that goes under Tippett Road. He said that it is going to have to be replaced because the concrete walls are moving out away from the road. He said that is where the big crack is. He said they have to back fill gravel every time there is an issue. He said that it will probably cost quite a lot to fix it. Mr. Ferguson said you are talking a total replacement. Mr. Pharris said yes. There was a brief discussion on what needs done to fix it. Mr. Ferguson asked what the cost was to fix it. Mr. Collins said that they don’t have an estimate yet.

Mr. Pharris said that the pool is winterized. He said they have been painters and trim carpenters. Mr. Collins said that Mr. Pharris and his staff have done a great job. He said we have a freshly painted space and new carpet.

FIRE DEPARTMENT

Chief Hoovler said that he wanted to remind everybody that December 13th is the annual Christmas/ Awards Banquet at 6:30 p.m. at the Fire Station.

Chief Hoovler said that they have scheduled to move the email on November 24th. Mr. Olmstead asked to what. Chief Hoovler said to the GSS system through the MECC. There was discussion concerning current email issues with GoDaddy and that all staff email would be moving away from GoDaddy to the GSS system.

Mr. Ferguson made a motion to pass Resolution No. 181114F1. Be it resolved to pay Heritage Fire Equipment \$13,355.94 for the purchase of fire hoses, nozzles and accessories out of fund 21-A-02 (Capital Equipment-Fire-Fire Equipment).

**Heritage Fire Equipment
2162 Cloverleaf Street East
Columbus, OH 43232**

Mr. Olmstead seconded the motion. Vote: All Aye

Mr. Ferguson made a motion to pass Resolution No. 181114F2. Be it resolved to pay Silco Company for card readers for M121 and M122, not to exceed \$5,200.00, out of fund 21-A-02. (Capital Equipment-Fire-Fire Equipment).

Mr. Rybski seconded the motion. Vote: All Aye

There was a brief discussion concerning the status of the job descriptions and some remaining items that they are working on.

Mr. Olmstead made a motion to table Resolution No. 181114F3. Mr. Rybski seconded the motion. Vote: All Aye

Chief Hoovler reviewed several staffing plans with the additional firefighter including peak staffing coverage. He said that they are still busiest Monday through Friday from 8 a.m. to 8 p.m. There was discussion concerning coverage, peak time staffing and the fire department wanting to go to all 24 hour shifts and move away from peak staffing.

FISCAL OFFICE

Mr. Ferguson made a motion to pass Resolution No. 181114B1. Be it Resolved, To reduce Fund 14 – Pool – Receipts by \$1,000 and Appropriations – Other Expenses by \$1,000. Mr. Olmstead seconded the motion. Vote: All Aye

Mr. Rybski made a motion to pass Resolution No. 181114B2. Be it Resolved, To reduce Fund 23 – Permissive License Tax - Receipts by \$3,000 and Appropriations – Other Expenses by \$3,000. Mr. Olmstead seconded the motion. Vote: All Aye

Mr. Olmstead made a motion to pass Resolution No. 181114B3. Be it Resolved, To reduce Fund 21 – Capital Equipment - Fire - Receipts by \$350,000 and to reduce Fund 10 – Fire District Appropriations – Other Expenses (Transfers) by \$350,000.

Mr. Rybski seconded the motion. Vote: All Aye

OLD BUSINESS

Mr. Olmstead said they talked last meeting about the McCoy Stakeholder meeting being the next day. He said that the McCoy board met along with the stakeholders. He said that he, Mr. Collins, the mayor, administrator and Becky from the school was there. He said the basic discussion was a housekeeping meeting but the good news is that the McCoy had a good year last year and moved more money in their reserve fund. He said they have a \$100,000 plus reserve fund. He said they reviewed scheduling on the McCoy and demand.

Mr. Olmstead said that they had a meeting of the MECC Regional Council of Governments and they received the paperwork to move the dispatch services from Mifflin Township to the RCOG. He said last year they did the EMS services like Dr. Zeeb's contract and those type of things. He said that there was some discussion and they had the legal agreement drafts from the attorney. He said that there have not been the contracts enforce with the five MECC participants for a while now. He said it was sort of the anticipation of signing new agreements that were consistent with the old agreements. He said that Mr. Collins received a copy of all those agreements. He said that Mifflin has to give up the dispatching services and all the contracts that go along with that, the COG has to accept them and the participants have to sign agreements saying that they will accept these agreements from the COG. He said there is a tight timeframe to do that. He said that Mr. Collins will have our attorneys review them just to make sure there is nothing objectionable in there.

Mr. Olmstead said that Mifflin Township is ready, willing and able to continue to staff the COG dispatch services and COG will engage them. There was discussion about possibly Mifflin Township having a joint dispatch with Gahanna at a co-location.

EXECUTIVE SESSION

Mr. Ferguson made a motion to adjourn into executive session at 9:07 p.m. pursuant to Ohio Revised Code 121.22 (G)(1) for appointment, employment, promotion or compensation, demotion or dismissal. Mr. Olmstead seconded the motion. Roll Call Vote: All Aye

Mr. Zappitelli also attended the Executive Session.

Mr. Ferguson made a motion to close out of executive session at 9:30 p.m. Mr. Olmstead seconded the motion. Roll Call Vote: All Aye

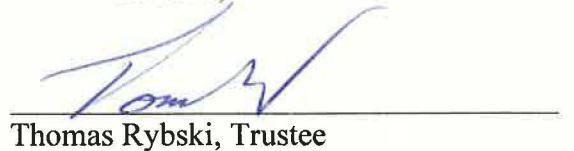
ADJOURNMENT

Mr. Olmstead made a motion to adjourn the meeting at 9:30 p.m. Mr. Rybski seconded the motion. Vote: All Aye

BOARD OF TRUSTEES:


David Ferguson, Trustee


Dave Olmstead, Trustee


Thomas Rybski, Trustee


Bud Zappitelli, Fiscal Officer

PENDING WARRANT REPORT
Plain Townshi 2018]

Date: 11/13/18

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1036	183.21	VW 1036	AUTOMATIC DATA PROCESSING, INC.	ADP SERVICE CHARGES FOR 10/19/18
1037	8.25	VW 1037	HNB MERCHANT SERVICES	OCTOBER 2018 CC FEES
1038	15.00	VW 1038	AUTHORIZE.NET	OCTOBER FEES
1039	742.59	VW 1039	CHARDSNYDER	FIRE HRA REIMBURSEMENT 11.5.18
1108	72194.05	VW 1108	AUTOMATIC DATA PROCESSING, INC.	ADP PAYROLL TAXES FOR 11.9.18 72194.05
1109	244524.28	VW 1109	AUTOMATIC DATA PROCESSING, INC.	ADP PAYROLL FOR 11.9.18 CHECKS/DIRECT D
1114	12998.74	VW 1114	PUBLIC EMPLOYEES RETIREMENT SYSTEM	EMPLOYEE/EMPLOYER CONTRIBUTIONS OCT 2018
1115	92119.41	VW 1115	OHIO POLICE & FIRE PENSION FUND	FIRE EMPLOYER CONTRIBUTIONS OCT 2018
58286	3200.00	VW58286	ACROSS THE STREET PRODUCTIONS	FIRE INSTRUCTOR/BLUE CARD RENEWAL JH CP
58287	205.68	VW58287	AIRGAS USA, LLC	EMS OXYGEN JH CP
58288	6876.00	VW58288	ALLIED ROOFING INC	GEN ROOF REPLACEMENT BC CP
58289	344.25	VW58289	AT&T	GEN/FIRE/POOL MONTHLY PHONE CP
58290	344.07	VW58290	AT & T MOBILITY	FIRE/EMS MONTHLY FIRE DATA JH CP
58291	5345.28	VW58291	BOUND TREE MEDICAL, LLC	EMS MEDICAL SUPPLIES JH CP
58292	58.96	VW58292	BUCKEYE POWER SALES CO., INC.	CEM/FIRE/ROADS/POOL CARB BC CP
58293	1231.26	VW58293	CHANGE HEALTHCARE TECHNOLOGY ENABLED LLC	EMS - SEPT 2018 EMS BILLING FEE CP
58294	269.50	VW58294	CHARDSNYDER	GEN/FIRE/ROADS OCT MONTHLY ADM FEE CP
58295	114224.65	VW58295	CHASE	GEN BOND RET-POOL COMM LN PAYMENT CP
58296	402.84	VW58296	CINTAS CORPORATION #340	FIRE RESTROOM CLEANINGS JH CP
58297	320.81	VW58297	CINTAS CORPORATION #340	CEM/ROADS UNIFORM CLEANINGS BC CP
58298	1946.70	VW58298	COLUMBUS CITY TREASURER	FIRE 3RD QRT 2018 RADIO CHARGES JH CP
58299	223.45	VW58299	COLUMBUS-CITY TREASURER	POOL WATER CHARGES 9/27-10/24 BC CP
58300	45.00	VW58300	CITY OF NEW ALBANY	ROADS CAR WASH SERVICES BC CP
58301	629.90	VW58301	COLUMBIA GAS OF OHIO, INC.	GEN/FIRE/ROADS MONTHLY GAS SERVICE BC CP
58302	235.00	VW58302	CORVUS JANITORIAL SYSTEMS	GEN TOWNHALL CLEANING NOV 2018 JH CP
58303	38.62	VW58303	CRYSTAL SPRINGS	GEN WATER SERVICE COOLER BC CP
58304	2300.40	VW58304	FIFTH THIRD BANK	GEN/ROADS/POOL MISC PURCHASES BC CP
58305	2076.36	VW58305	FIFTH THIRD BANK	FIRE MISC PURCHASES JH CP
58306	1864.10	VW58306	DAYTON MAILING SERVICES INC	GEN MAILING SERVICE FALL NEWS BC CP
58307	327.81	VW58307	CHRIS DURST	FIRE EXPENSE REIMBURSEMENT 10/6 JH CP
58308	86.32	VW58308	FINLEY FIRE EQUIPMENT CO., INC.	FIRE 2 YELLOW AUTO EJECTIONS JH CP
58309	400.00	VW58309	FRANKLIN CO DRAINAGE ENGINEER	GEN 2019 NPDES STORMWATER PERMIT BC CP
58310	134.68	VW58310	GFC LEASING OH	GEN COPIER LEASE TOWNHALL JC CP
58311	46.81	VW58311	GORDON FLESCH CO., INC.	GEN COPIER USAGE BC CP
58312	75.00	VW58312	GO-HR, LLC	GEN LABOR POSTER CP
58313	56.94	VW58313	GRAINGER	FIRE PRESSURE GAUGE LIQ FILLED JH CP
58314	18.48	VW58314	GRAINGER	FIRE STRING WET MOP JH CP
58315	842.22	VW58315	NORTHERN LIGHTING	FIRE LIGHTING JH CP
58316	112.64	VW58316	HOME DEPOT CREDIT SERVICES	GEN/POOL MISC PURCHASES BC CP
58317	124.95	VW58317	INTERSTATE ALL BATTERY CENTER	ROADS BATTERY JH CP
58318	143.96	VW58318	KURTZ BROS., CENTRAL OHIO, LLC	FIRE EVERBLACK MULCH JH CP
58319	1146.51	VW58319	LEO MEYERS, INC.	FIRE UNIFORM REPAIRS ETC. JH CP
58320	400.00	VW58320	OSFSI	FIRE OSFSI ANNUAL MEMBERSHIP JH CP
58321	4718.82	VW58321	MANSFIELD OIL COMPANY	GAS/FIRE SULFER/OCTANE BC JH CP
58322	149.99	VW58322	MICRO CENTER A/R	FIRE VIZIO TV-R JH CP
58323	44.58	VW58323	NEW ALBANY ACE HARDWARE	FIRE/ROADS/POOL MISC PURCHASES JH BC CP
58324	81.30	VW58324	OFFICE DEPOT	FIRE MISC OFFICE SUPPLIES JH CP

PENDING WARRANT REPORT
Plain Township [2018]

Date: 11/13/18

Warrant Amount	Voucher Number	Payee	Purpose
6900.00	VW58325	OHIO PUBLIC EMPLOYEES DEFERRED COMP PROG	GEN/ROADS/FIRE DEFF COMP DEDUCTIONS CP
8075.00	VW58326	OHIO PUBLIC EMPLOYEES DEFERRED COMP PROG	GEN/FIRE ROADS DEFFERD COMP 11/9 CP
827.00	VW58327	OHIO HEALTH/WORKHEALTH	FIRE SEPT 2018 HEALTH SCREENINGS JH CP
650.00	VW58328	OHIO SOCIETY OF FIRE SERVICE INSTRUCTORS	FIRE 2018 FALL SYMPOSIUM REGISTR JH CP
1220.00	VW58329	OHIO STATE UNIVERSITY MEDICAL CENTER	GEN/FIRE/ROADS OCT 2018 WELLNESS BC CP
126.80	VW58330	ORKIN PEST CONTROL	FIRE MONTHLY SERVICE JH CP
3287.86	VW58331	PHOENIX OUTFITTERS	FIRE/CAPTIAL EQUP JH CP
4238.00	VW58332	JASON K PIPER	CEM MARKER FOUNDATIONS 11/15/18 BC CP
221.69	VW58333	WASHINGTON AUTO PARTS/NAPA	FIRE WAX/OIL/FLUID/MARINE BAT CORE JH CP
107.64	VW58334	WASHINGTON AUTO PARTS/NAPA	ROADS OIL JH CP
695.00	VW58335	PREMIER SAFETY	FIRE HYDROGEN SULFIDE/CAL GAS JH CP
450.00	VW58336	PSEE SOLUTIONS	GEN/ROADS/POOL OCT 2018 CONTRACT CP
132.97	VW58337	QUILL CORPORATION	GEN/ROADS K150 BREWER/WATER FILTE JH CP
111.90	VW58338	STAPLES BUSINESS ADVANTAGE	GEN MISC OFFICE SUPPLIES JH CP
85.00	VW58339	STATE SECURITY	POOL RESET NETWORK IP ADJ BC CP
711.00	VW58340	STEP CG LLC	FIRE CRADLE CARE SUPPORT JH CP
56.00	VW58341	TERMINIX PROCESSING CENTER	ROADS MONTHLY SERVICE BC CP
1155.37	VW58342	THE SHERWIN-WILLIAMS CO.	GEN/POOL PAINT BC CP
1649.00	VW58343	TRUGREEN PROCESSING CENTER	CEM/POOL LAWN SERVICE BC CP
88.11	VW58344	TRURO TOWNSHIP	FIRE OCT 2018 PHONE SERVICE JH CP
221.31	VW58345	VERIZON WIRELESS	GEN/FIRE PTFO CP
425.00	VW58346	WOW BUSINESS SERVICES, LLC	FIRE INTERNET BANDWITH CP
186.58	VW58347	NIC YUTZY	EMS REIMBURSEMENT TRAINING JH CP
302.92	VW58348	NIC YUTZY	FIRE REIMBURSEMENT JH CP
1457.55	VW58349	AMERICAN ELECTRIC POWER	GEN/POOL MONTHLY ELECTRIC BC CP
=====			
607261.07		Total Amount of Pending Warrants	



TRUSTEE



TRUSTEE



TRUSTEE



FISCAL OFFICER

ADMINISTRATOR'S REPORT

November 14, 2018



10/18/2018	McCoy Board Annual Meeting
10/18/2018	Public Policy Roundtable
10/19/2018	Office shingle roof replaced
10/24/2018	Meet w/ John McClelland
10/24/2018	Meet w/ Joe Stefanov
10/25/2018	Sustainability Summit
10/26/2018	Office carpet demo
10/29/2018	Office tile review and evaluation
10/31/2018	Meet w/ Jon Hastings
10/31/2018	Meet w/ Joe Stefanov
11/1/2018	Public Ethics CLE
11/5/2018	Office carpet installed
11/9/2018	NA Chamber Board
11/12/2018	Office tile removal
11/13/2018	Office carpet install

HRA REIMBURSEMENTS

Year to date HRA reimbursements through November 12, 2018 total \$129,567.
2017 HRA reimbursements through October 29, 2017 totaled \$63,593 .

INSURANCE

UnitedHealthcare has provided a renewal option and some alternates for 2019. I have reviewed some of the challenges of the current health plan with our insurance broker. As expected, the HRA reimbursements are significantly higher than in 2017. Under the current plan design, nearly all medical care, except office visits, is subject to the deductible.

A resolution is submitted to approve the OTARMA renewal. The renewal is slightly less than the prior renewal.

SWACO

Resolutions are submitted to renew the final year of the existing recycling processing agreement, approve a collection agreement for 2019-2021 and to approve a new recycling processing agreement for 2020-2021. Three years of continuing services are provided for with no changes to services. For years 2020-2021, Rumpke will bill any net recycling processing costs to residents along with their normal quarterly billing.

2018 Employer Funded Reimbursements

Date	HRA Amount	HRA YTD Total	2017 HRA
2/26/2018	\$ 675.10	\$ 675.10	
3/5/2018	\$ 4,972.23	\$ 5,647.33	
3/12/2018	\$ 1,942.73	\$ 7,590.06	
3/19/2018	\$ 518.34	\$ 8,108.40	
3/26/2018	\$ 38.62	\$ 8,147.02	
4/2/2018	\$ -	\$ 8,147.02	\$ 9,573.90
4/9/2018	\$ 2,891.47	\$ 11,038.49	
4/16/2018	\$ 4,362.06	\$ 15,400.55	
4/23/2018	\$ 3,235.50	\$ 18,636.05	
4/30/2018	\$ 7,650.02	\$ 26,286.07	
5/7/2018	\$ 1,836.34	\$ 28,122.41	\$ 21,597.77
5/14/2018	\$ 6,338.97	\$ 34,461.38	
5/21/2018	\$ 654.58	\$ 35,115.96	
5/28/2018	\$ 654.58	\$ 35,770.54	
6/4/2018	\$ 4.00	\$ 35,774.54	\$ 23,394.58
6/11/2018	\$ 8,156.24	\$ 43,930.78	
6/18/2018	\$ 475.74	\$ 44,406.52	
6/25/2018	\$ 6,757.77	\$ 51,164.29	\$ 33,080.24
7/2/2018	\$ 5,190.42	\$ 56,354.71	
7/9/2018	\$ 99.11	\$ 56,453.82	
7/16/2018	\$ 4,926.06	\$ 61,379.88	
7/23/2018	\$ 3,022.89	\$ 64,402.77	
7/30/2018	\$ 1,110.42	\$ 65,513.19	\$ 49,214.27
8/6/2018	\$ 10,200.04	\$ 75,713.23	
8/13/2018	\$ 1,110.42	\$ 76,823.65	
8/20/2018	\$ 4,403.66	\$ 81,227.31	
8/27/2018	\$ 3,101.35	\$ 84,328.66	
9/3/2018	\$ 6,307.74	\$ 90,636.40	\$ 56,260.27
9/10/2018	\$ 1,209.39	\$ 91,845.79	
9/17/2018	\$ 4,746.72	\$ 96,592.51	
9/24/2018	\$ 1,032.18	\$ 97,624.69	\$ 57,981.67
10/1/2018	\$ 9,681.48	\$ 107,306.17	
10/8/2018	\$ 1,612.80	\$ 108,918.97	
10/15/2018	\$ 1,167.82	\$ 110,086.79	
10/22/2018	\$ 4,853.60	\$ 114,940.39	
10/29/2018	\$ 6,076.60	\$ 121,016.99	\$ 63,593.33
11/5/2018	\$ 742.59	\$ 121,759.58	
11/12/2018	\$ 7,806.30	\$ 129,565.88	
11/19/2018		\$ 129,565.88	
11/26/2018		\$ 129,565.88	
12/3/2018		\$ 129,565.88	\$ 66,177.63
12/10/2018		\$ 129,565.88	
12/17/2018		\$ 129,565.88	
12/24/2018		\$ 129,565.88	
12/31/2018		\$ 129,565.88	\$ 92,758.93
			\$ 105,234.80
			\$ 108,124.76
			\$ 108,324.76

2017 HRA TOTAL **\$ 108,324.76**



Plain Township
Medical Renewal Plan Options - United Healthcare
 Effective Date: January 1, 2019



Carrier	United Healthcare								
	AR-HO (Flex Free) with Rx 395		AY-Y2 HSA with Rx 2V-HSA (with Motion)		AG-5F HSA with Rx 2V-HSA (with Motion)		BC-OD HSA with Rx 2V-HSA (with Motion)		
Plan Name	Choice Plus		Choice Plus		Choice Plus		Choice Plus		
Network Name	In-Network	Out of Network	In-Network	Out of Network	In-Network	Out of Network	In-Network	Out of Network	
Basic Benefit Overview									
Annual Deductible (Single/Family)	\$5,000/ \$10,000	\$10,000 / \$20,000	\$2,700/ \$5,400	\$7,500/ \$15,000	\$3,000/ \$6,000	\$7,500/ \$15,000	\$3,500/ \$7,000	\$7,500/ \$15,000	
Annual Out-of-Pocket Limit (Single/Family)	\$6,850/ \$13,700	\$20,000/ \$40,000	\$4,500/ \$9,000	\$15,000/ \$30,000	\$5,000/ \$10,000	\$15,000/ \$30,000	\$6,650/ \$13,300	\$15,000/ \$30,000	
Coinsurance	100%	50%	100%	50%	100%	50%	100%	50%	
Office Visit/Specialist Office Visit	\$0 first 3 visits, then subject to ded. (PCP and SCP combined)	50% after deductible	\$25 copay after ded. (PCP) \$50 copay after ded. (SCP)	50% after deductible	\$25 copay after ded. (PCP) \$50 copay after ded. (SCP)	50% after deductible	\$25 copay after ded. (PCP) \$50 copay after ded. (SCP)	50% after deductible	
Outpatient Surgery and Facility Charge	\$250 copay + deductible	\$250 copay + 50% after deductible	Subject to deductible	50% after deductible	Subject to deductible	50% after deductible	Subject to deductible	50% after deductible	
Outpatient Diagnostic	Minor: Subject to deductible Major: \$250 copay + deductible	\$250 copay + deductible	Subject to deductible	50% after deductible	Subject to deductible	50% after deductible	Subject to deductible	50% after deductible	
Lifetime Plan Maximum	Unlimited		Unlimited		Unlimited		Unlimited		
Inpatient Hospital Services									
Inpatient Hospitalization	\$250 copay + deductible	\$250 copay + 50% after deductible	Subject to deductible	50% after deductible	Subject to deductible	50% after deductible	Subject to deductible	50% after deductible	
Emergency Services									
Emergency Room	\$250 copay + deductible		\$250 copay after deductible		\$250 copay after deductible		\$250 copay after deductible		
Urgent Care	\$0 first 2 visits, then subject to deductible	50% after deductible	\$75 copay after ded.	50% after deductible	\$75 copay after ded.	50% after deductible	\$75 copay after ded.	50% after deductible	
Prescription Drug									
Retail: Tier 1 / Tier 2 / Tier 3	\$10/ \$25/ \$45 copay (Specialty: \$10/ \$100/ \$300)	\$10/ \$25/ \$45 copay (Specialty: \$10/ \$100/ \$300)	\$10/ \$35/ \$60 after ded. (Spec: \$10/ \$100/ \$300 after ded)	\$10/ \$35/ \$60 after ded. (Spec: \$10/ \$100/ \$300 after ded)	\$10/ \$35/ \$60 after ded. (Spec: \$10/ \$100/ \$300 after ded)	\$10/ \$35/ \$60 after ded. (Spec: \$10/ \$100/ \$300 after ded)	\$10/ \$35/ \$60 after ded. (Spec: \$10/ \$100/ \$300 after ded)	\$10/ \$35/ \$60 after ded. (Spec: \$10/ \$100/ \$300 after ded)	
Mail Order: Tier 1 / Tier 2 / Tier 3	\$25/ \$62.50/ \$112.50 copay	Not Covered	\$25/ \$87.50/ \$150 after ded.	Not Covered	\$25/ \$87.50/ \$150 after ded.	Not Covered	\$25/ \$87.50/ \$150 after ded.	Not Covered	
Number of Days Supply (Retail / Mail Order)	31/ 90		31/ 90		31/ 90		31/ 90		
Rates	Current	Original Renewal	Revised Renewal*	Original	Revised*	Original	Revised*	Original	Revised*
Employee 9	\$549.60	\$621.05	\$577.08	\$669.78	\$616.20	\$645.93	\$594.26	\$600.81	\$552.75
Employee+Spouse 10	\$1,095.89	\$1,238.36	\$1,150.68	\$1,335.53	\$1,228.69	\$1,287.97	\$1,184.93	\$1,198.00	\$1,102.16
Employee+Child 4	\$1,084.39	\$1,225.36	\$1,138.61	\$1,321.51	\$1,215.79	\$1,274.45	\$1,172.49	\$1,185.43	\$1,090.60
Family 28	\$1,638.32	\$1,851.31	\$1,720.24	\$1,996.57	\$1,836.84	\$1,925.47	\$1,771.43	\$1,790.97	\$1,647.69
Monthly Medical Premium	\$66,116	\$74,711	\$69,422	\$80,573	\$74,127	\$77,704	\$71,488	\$72,276	\$66,494
Annual Medical Premium	\$793,390	\$896,534	\$833,059	\$966,880	\$889,529	\$932,448	\$857,852	\$867,314	\$797,929
Total % Difference from Current		13.0%	5.0%	21.9%	12.1%	17.5%	8.1%	4.1%	-4.2%
Total \$ Difference from Current		\$103,144	\$39,669	\$173,490	\$96,140	\$139,059	\$64,463	\$34,255	-\$35,130

This is intended to be a brief summary. In the event of a conflict between carrier summary and this description, the terms of the carrier summary will prevail.



Plain Township
Medical Renewal Plan Options - United Healthcare
 Effective Date: January 1, 2019



Carrier	United Healthcare				
	AR-HO (Flex Free) with Rx 395		BC-OT PPO with Rx 2V		
Plan Name	Choice Plus		Choice Plus		
Network Name	Choice Plus		Choice Plus		
Benefits	In-Network	Out of Network	In-Network	Out of Network	
Basic Benefit Overview					
Annual Deductible (Single/Family)	\$5,000/ \$10,000	\$10,000 / \$20,000	\$5,000/ \$10,000	\$5,000/ \$10,000	
Annual Out-of-Pocket Limit (Single/Family)	\$6,850/ \$13,700	\$20,000/ \$40,000	\$6,350/ \$12,700	\$10,000/ \$20,000	
Coinsurance	100%	50%	100%	70%	
Office Visit/Specialist Office Visit	\$0 first 3 visits, then subject to ded. (PCP and SCP combined)	50% after deductible	\$35 copay (\$0 ages 0-18) (PCP) \$35/\$70 copay (SCP)	70% after deductible	
Outpatient Surgery and Facility Charge	\$250 copay + deductible	\$250 copay + 50% after deductible	Subject to deductible	70% after deductible	
Outpatient Diagnostic	Minor: Subject to deductible Major: \$250 copay + deductible	\$250 copay + deductible	Subject to deductible (No charge for Lab & X-Ray)	70% after deductible	
Lifetime Plan Maximum	Unlimited		Unlimited		
Inpatient Hospital Services					
Inpatient Hospitalization	\$250 copay + deductible	\$250 copay + 50% after deductible	Subject to deductible	70% after deductible	
Emergency Services					
Emergency Room	\$250 copay + deductible		\$300 copay		
Urgent Care	\$0 first 2 visits, then subject to deductible	50% after deductible	\$75 copay	70% after deductible	
Prescription Drug					
Retail: Tier 1 / Tier 2 / Tier 3	\$10/ \$25/ \$45 copay (Specialty: \$10/ \$100/ \$300)	\$10/ \$25/ \$45 copay (Specialty: \$10/ \$100/ \$300)	\$10/ \$35/ \$60 copay (Specialty: \$10/ \$100/ \$300)	\$10/ \$35/ \$60 copay (Specialty: \$10/ \$100/ \$300)	
Mail Order: Tier 1 / Tier 2 / Tier 3	\$25/ \$62.50/ \$112.50 copay	Not Covered	\$25/ \$87.50/ \$150 copay	Not Covered	
Number of Days Supply (Retail / Mail Order)	31/ 90		31/ 90		
Rates	Current	Original Renewal	Revised Renewal*	Original	Revised*
Employee 9	\$549.60	\$621.05	\$577.08	\$656.36	\$603.85
Employee+Spouse 10	\$1,095.89	\$1,238.36	\$1,150.68	\$1,308.77	\$1,204.07
Employee+Child 4	\$1,084.39	\$1,225.36	\$1,138.61	\$1,295.03	\$1,191.43
Family 28	\$1,638.32	\$1,851.31	\$1,720.24	\$1,956.56	\$1,800.04
Monthly Medical Premium	\$66,116	\$74,711	\$69,422	\$78,959	\$72,642
Annual Medical Premium	\$793,390	\$896,534	\$833,059	\$947,505	\$871,704
Total % Difference from Current		13.0%	5.0%	19.4%	9.9%
Total \$ Difference from Current		\$103,144	\$39,669	\$154,115	\$78,315

This is intended to be a brief summary. In the event of a conflict between carrier summary and this description, the terms of the carrier summary will prevail.

PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO

RESOLUTION NO. 181114A1

A RESOLUTION TO PAY THE OHIO TOWNSHIP ASSOCIATION RISK
MANAGEMENT AUTHORITY FOR PROPERTY/LIABILITY INSURANCE
COVERAGE FOR THE PERIOD 11/08/2018 TO 11/08/2019


Be it resolved, to renew coverage and to pay the Ohio Township Association Risk Management Authority (OTARMA) \$42,038.00 for Property and Liability Insurance coverage for the period of November 8, 2018 to November 8, 2019 from the following funds:

Line 01-A-06B (General-Insurance-Building/ Equipment)	\$9,420.01
Line 10-A-14B (Fire-Insurance-Building/ Equipment)	\$25,001.62
Line 11-A-10B (Roads-Insurance-Building/ Equipment)	\$4,520.77
Line 14-A-12 (Pool-Insurance-Building/ Equipment)	\$3,027.45
Line 05-A-14 (Cemetery- Insurance-Building/ Equipment)	<u>\$68.15</u>
	\$42,038.00

Adopted this 14th day of November, 2018.




Bud Zappitelli, Fiscal Officer



David Ferguson, Trustee



Dave Olmstead, Trustee



Tom Rybski, Trustee

**PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO**

RESOLUTION NO. 181114A2

**A RESOLUTION TO APPROVE AN EXTENSION OF AN AGREEMENT WITH
RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF RECYCLING
PROCESSING SERVICES FOR RECYCLABLE MATERIALS GENERATED BY
RESIDENTIAL UNITS, TOWNSHIP FACILITIES AND DURING SPECIAL EVENTS IN
PLAIN TOWNSHIP, FRANKLIN COUNTY FOR 2019**

WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Township may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the Township; and

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

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for processing of Recyclable Materials, the Township determined that the Contractor is qualified to provide the Recycling Services to the Township and approved the award of the Agreement to the Contractor; and

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

WHEREAS, in response to the Bid Documents, entirely incorporated herein by reference, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Township; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE PLAIN TOWNSHIP BOARD OF TRUSTEES, FRANKLIN COUNTY, OHIO:

- Section 1.** To renew the terms and conditions for the Recycling Services in conformance with the Bid Documents, the executed Recycling Agreement, the Renewal Agreement and the Contractor's pricing for 2019; and
- Section 2.** That the indicated paragraphs of the Recycling Agreement are supplemented to include the following revised language:
- 2.1 **Effective Date and Term.** The term of this Agreement shall be for one (1) year, beginning on January 1, 2019 and terminating on December 31, 2019.
- 2.2 **Renewal Terms.** This Agreement may not be renewed for an additional term.
- 3.2 **Charges for Recycling Services.** The Contractor agrees that it shall charge zero dollars (\$0.00) per ton, or pay to the Township a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the Township or its Residents.
- Section 3.** That the Township Administrator is hereby authorized to enter into a Renewal Agreement for the Acceptance and Processing of Recyclable Materials with Rumpke of Ohio, Inc. that is substantially in accordance with this resolution.
- Section 4.** That this Board of Trustees finds and determines that all formal actions of this Board concerning this legislation were taken in an open meeting of this Board, all in compliance with Ohio law including Section 121.22 of the Ohio Revised Code.
- Section 5.** That this Resolution is declared to be in full force and effect from and after the earliest period allowed by law.

SIGNATURE BLOCK ON FOLLOWING PAGE

Adopted this 14th day of November, 2018.




Bud Zappitelli, Fiscal Officer



David Ferguson, Trustee



Dave Olmstead, Trustee



Tom Rybski, Trustee

**PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO**

RESOLUTION NO. 181114A3

**A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER
INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE
PROVIDER OF RECYCLING PROCESSING SERVICES FOR RECYCLABLE
MATERIALS GENERATED BY RESIDENTIAL UNITS, TOWNSHIP FACILITIES
AND DURING SPECIAL EVENTS IN PLAIN TOWNSHIP FOR THE YEARS 2020-2021**

The Board of Township Trustees of Plain Township, Franklin County, Ohio (the "Board"), in its capacity as the governing authority for Plain Township, Ohio (the "Township"), met in regular session at the offices of said Board on November 14, 2018, with the following members present: Dave Ferguson, Dave Olmstead, and Tom Rybski, and Mr. Olmstead moved the adoption of the following **RESOLUTION:**

WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Township may establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the Township; and

WHEREAS, the Township has determined that it is in the best interests of the Township and its Residents that the Township arrange for the processing of all Recyclable Materials generated at Residential Units and Township Facilities and during Special Events located within Plain Township; and

WHEREAS, on April 9, 2018 and on April 16, 2018, the Township, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("SWACO") ("2014 Consortium"), invited through advertisement in The Daily Reporter qualified providers of the Recycling Services to submit bids to provide such Recycling Services on the terms and conditions contained in the Recycling Services Agreement as included in the Bid Documents; and

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

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

WHEREAS, the Township has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Material generated at

Residential Units and Municipal Facilities and during Special Events located within the Township; and

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

WHEREAS, the Township and the Contractor intend to negotiate and agree upon final terms and conditions for performance of the Recycling Services substantially in conformance with the Recycling Services Agreement included in the Bid Documents for the processing of all Recyclable Materials generated by Residential Units, Township Facilities, and during Special Events located within Plain Township, Ohio; and

NOW, THEREFORE:




BE IT RESOLVED, that the Board of Trustees of plain Township, Ohio does hereby authorize the Township Administrator to enter into a Recycling Services Agreement with Rumpke of Ohio, Inc. that is substantially in accordance with the Recycling Services Agreement as included in the Bid Documents, for a term of two (2) years, beginning on January 1, 2020 and terminating on December 31, 2021, and this agreement may be renewed for up to two (2) additional consecutive terms of up to one (1) year each upon the sole discretion of the Township, at a price in accordance with the amount provided in the Bid Form; and

BE IT FURTHER RESOLVED, that the Board of Trustees of Plain Township, Ohio does hereby reject all other bids; and

BE IT FURTHER RESOLVED, that it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting in compliance with all legal requirements, including Ohio Revised Code §121.22.

Mr. Rybski (name) seconded the Resolution and the roll being called upon

for its adoption, the vote resulted as follows:

	<input checked="" type="radio"/> YEA / <input type="radio"/> NAY
	<input checked="" type="radio"/> YEA / <input type="radio"/> NAY
	<input checked="" type="radio"/> YEA / <input type="radio"/> NAY

Attest:


Bud Zappitelli, Fiscal Officer

NOTICE OF AWARD

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

PROJECT DESCRIPTION: The acceptance and processing of Recyclable Materials generated by Residential Units, Municipal Facilities and during Special Events to Township-Designated Facilities (“Recycling Services”).

The term of the Recycling Services Agreement shall commence 12:01 a.m., the 1st day of January 2020, and expire at midnight, the 31st day of December, 2021.

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

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

Dated this _____ day of _____, 2018.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this _____ day of _____, 2018.

By: _____

Title: _____

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

THIS AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within Plain Township, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this ____ day of _____, 2018, is by and between Plain Township, Ohio (“Township”), with its offices located at 45 Second Street, PO Box 273, New Albany, Ohio 43054, and Rumpke of Ohio, Inc. (“Contractor”), an Ohio Corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Township may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the Township; and

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

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

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

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

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

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

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

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

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

ARTICLE I - DEFINITIONS

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

ARTICLE II - TERM

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

ARTICLE III – CONTRACTOR'S OBLIGATIONS

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

provided on Exhibit C, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Designated Facility by Collection Contractor, Township, or its Residents (“Recycling Services Contractor Charge or Payment”). The Recycling Services Contractor shall charge or pay the Recycling Services Contractor Charge or Payment, or any other agreed upon amounts, to the Collection Contractor in accordance with the Recycling Services Contractor’s standard policy or upon such other basis as the Recycling Services Contractor and the Collection Contractor shall mutually agree, with approval by the Township.

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

from within the Township delivered by the Collection Contractor for processing unless and until the Township has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.

- 3.7 **Environmental Indemnification.** The Contractor shall save, indemnify and hold the Township, its members of council, employees, agents, officers and consultants (each a “Township Indemnitee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys’ fees), which any Township Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor’s negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any Township Indemnitee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.
- 3.8 **Employment Practices.** The Contractor agrees that the Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.
- 3.9 **Compliance with Applicable Laws.** The Contractor agrees that it will provide the Recycling Services and operate and maintain its Identified Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the rules and regulations of the Solid Waste Authority of Central Ohio and the Franklin County District Board of Health, which may apply to the performance of the Recycling Services.
- 3.10 **Volume of Generation.** The Contractor acknowledges that the 2018 Consortium members make no commitment that any specific amount of Recyclable Materials will be available for processing.

ARTICLE IV – MISCELLANEOUS

- 4.1 **Bid Forms.** The Bid Form attached as Exhibit C is hereby incorporated. In the event of any conflict between the Bid Forms and a provision of this Agreement, this Agreement shall control.

- 4.2 **Entire Agreement.** This Agreement and the incorporated Bid Form represent the entire agreement of the parties and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.
- 4.3 **Notices.** Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested to the Contractor, attention _____, and to the Township, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.
- 4.4 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the Township or the Contractor arising out of a breach of this Agreement by the Township or the Contractor shall be effective unless in writing signed by the Township and Contractor.
- 4.5 **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 4.6 **Unenforceable Provision.** If any provision of this Agreement is determined by a court of law to be unenforceable, such provision shall be deemed stricken. The parties agree to remain bound by all remaining provisions and to negotiate in good faith a replacement for any stricken provision.
- 4.7 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations without the express written consent of the Township, which consent may be withheld for any reason or for no reason.
- 4.8 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the Township and the Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the Township and the Contractor and not for the benefit of any other party.

[Signature Page Follows]

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

PLAIN TOWNSHIP, OHIO:

(Signature)

(Printed Name)

(Title)

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

(SEAL)

(Signature)

ATTEST:

(Printed Name)

(Notary Signature)

(Title)

(Printed Name)

(Street Address)

(City/State/Zip)

**PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO**

RESOLUTION NO. 181114A4

**A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER
INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE
PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD
WASTE COLLECTION SERVICES FOR WASTE GENERATED BY
RESIDENTIAL UNITS, TOWNSHIP FACILITIES AND DURING SPECIAL EVENTS
IN PLAIN TOWNSHIP FOR THE YEARS 2019 TO 2021**

The Board of Township Trustees of Plain Township, Franklin County, Ohio (the "Board"), in its capacity as the governing authority for Plain Township, Ohio (the "Township"), met in regular session at the offices of said Board on November 14, 2018, with the following members present: Dave Ferguson, Dave Olmstead, and Tom Rybski, and Mr. Ferguson moved the adoption of the following **RESOLUTION:**

WHEREAS, pursuant to Section 505.27 of the Ohio Revised Code, the Township may establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the Township; and

WHEREAS, the Township has determined that it is in the best interests of the Township and its Residents that the Township arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units and Municipal Facilities and during Special Events located within the Township; and

WHEREAS, on May 21, 2018, and on May 29, 2018, the Township, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("SWACO") ("2014 Consortium"), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained in the Collection Agreement as included in the Bid Documents; and

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

WHEREAS, after the official opening of the bids by the 2018 Consortium and consideration of all bids for Collection Services, the Township determined that the Collection Contractor is qualified to provide the Collection Services to the Township; and

NOW, THEREFORE:

NOTICE OF AWARD

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

PROJECT DESCRIPTION: The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to Township-Designated Facilities (“Collection Services”).

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

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

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

Dated this _____ day of _____, 2018.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this _____ day of _____, 2018.

By: _____

Title: _____

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

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within the Township of Plain, Ohio (the “Collection Agreement”) entered into this ___ day of _____, 2018, is by and between the Township of Plain, Ohio (the “Township”), with its offices located at 45 Second Street, PO Box 273, New Albany, Ohio 43054, and Rumpke of Ohio, Inc. (“Contractor”), an Ohio corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio, 45251.

RECITALS

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

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

WHEREAS, on May 21, 2018, and on May 29, 2018, the Township, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2018 Consortium”), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

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

WHEREAS, following the official opening of the bids by the 2018 Consortium and consideration of bids for Collection Services, the Township determined that the Collection Contractor is qualified to provide the Collection Services to the Township and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio (“SWACO”); the Township has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus, Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Township; and

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

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

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

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

ARTICLE I – DEFINED TERMS

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

ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS

- 2.1 Agreement and Independent Collection Contractor Status.** The Township hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Township Facilities and during certain Special Events within the Township to the Designated Facilities. Except in the event a Township implements a Food Waste, Textile, and other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.
- 2.2 Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for three (3) years, beginning on January 1, 2019, and terminating on December 31, 2021.
- 2.3 Implementation Plan.** From and after the Effective Date, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Collection Contractor’s employees have completed training and driven the Township-approved collection routes. The Township may incorporate additional time restrictions, notwithstanding section 4.3, such as for major roads during rush hour; (c) that Township-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the

requirements for placement of collection containers; (d) that the delivery of any Collection Contractor-provided collection containers is complete; (e) that the Collection Contractor will deliver the Recyclable Materials to the Township's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the Township proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III — GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

- 3.1 Delivery to Township-Designated Facilities.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, Township Facilities and during Special Events located within the Township. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the Township-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the Township Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO or is otherwise approved by the Township. The Collection Contractor shall pay to the owner or operator of the Township-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor and delivered to the Township-Designated Facilities. The charge by the Township-Designated Facilities shall be determined by the Township's Recycling Agreement, rates and charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste Facility or such rates and charges applicable at Yard Waste facility otherwise approved by the Township. Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.
- 3.2 Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the Township. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the Township to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Township that the

vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Township, are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Township. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the Township.

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

3.4 Collection Contractor Ability to Communicate with Vehicles in the Field. The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the Township, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.

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

3.6 Recyclable Materials Collection Containers. The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. The Collection Contractor shall provide each Residential Unit with one (1) ninety-six (96) gallon wheeled Recyclable Materials collection container at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Collection Contractor may offer to rent an additional 32, 64, or 96 gallon wheeled Recyclable Materials collection container to Residents at the price stated on Exhibit G.

In the event the Township supplies its Residents with a collection container for Recyclable Materials, the Township and Contractor will coordinate such activity and the Collection Contractor shall continue collection of the materials. Yard Waste shall be placed for collection in Yard Waste bags approved by the Township and SWACO, or in containers clearly identified as containing Yard Waste.

3.7 Solid Waste and Yard Waste Collection Containers. Unless otherwise agreed, Residents shall provide collection containers for Solid Waste and Yard Waste. In the event that the Township does not supply collection containers to its Residents, the Collection Contractor may offer to rent Solid Waste collection containers to the Residents at the price stated on Exhibit G. In the event a

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

3.8 Collection of Bulk Items Included. The Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. Bulk Items are too large to be contained in a 96, 64, or 48 gallon collection container. Bulk Item collection does not include additional household Solid Waste that simply exceeds the capacity of the Resident's selected collection container and does not include collection of a Judicial Set-Out Order/Eviction. The Owner of a Residential Unit may contract with any private hauler for collection of Solid Waste resulting from a Judicial Set-Out Order/Eviction or if collected by the Collection Contractor, the Collection Contractor may directly bill the Owner of the Residential Unit at the bid price stated in Exhibit G. Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.

3.9 Collection of Chlorofluorocarbon (CFC) Appliances. Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the Township-approved day for the collection of Bulk Items. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the Township, the Collection Contractor shall provide a written report to the Township of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The Township shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G.

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

3.11 Services at Township Facilities. The Collection Contractor shall provide collection containers to the Township at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached and incorporated by reference. The Collection Contractor

shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the Township at no additional charge, provided that Township requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the Township upon written notice to the Collection Contractor. The Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E and provide collection and delivery to the Township-Designated Facility for Recyclable Materials at no additional charge.

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

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

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

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

3.14 Multi-Family Collection. The Participating Communities desire to provide recycling opportunities for Multi-Family, as defined in Exhibit A. Pricing options for collection of Recyclable Materials shall be offered to local Multi-Family housing developments. The

Collection Contractor is required to provide recycling to Multi-Family housing developments at the bid prices in Bid Form G(II), or lower, and contract directly with those Multi-Family housing developments that voluntarily choose to participate in the program.

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

- 4.1 Collection Routes and Day of Collection.** On or before December 1, 2018, the Collection Contractor shall furnish the Township, for approval by the Township: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, and number of Residential Units per route; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the Township (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the Township.) The Collection Contractor shall not change the day of collection without written approval by the Township. In the event such a change is approved by the Township, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The Township retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final Township-approved Collection Routes.
- 4.2 Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week. In the event the volume of Solid Waste is limited to the Collection Container on the scheduled collection day immediately following the Fourth of July and Christmas Day, the volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited.
- 4.3 Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Township notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the Township may, at the Township's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone

number for the Township and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the Township for approval by _____ . Subsequent notices shall be submitted to the Township for approval not later than twenty (20) days prior to mailing to the Residential Units.

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

- 4.5 Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the Township or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. In the event the Collection Contractor directly bills the Residents, the Township shall not be responsible for the cost of Optional Carry-out Collection Service.
- 4.7 Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this section, the Township shall have the right to perform such cleanup services using Township employees or other Collection Contractors and withhold release of payment in accordance with Section 6.2.
- 4.8 Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10)

years. Any damaged or broken Collection Contractor–provided collection containers shall be replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.

4.9 Violation of Resident Obligations; Refusal to Collect. Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident’s obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident’s obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor’s refusal to collect the materials. The Collection Contractor shall provide the Township with copies of all tags left at each Residential Unit pursuant to this section, or other such notification as agreed to between the Township and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the Township and the Residents receiving the Collection Services.

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

The Collection Contractor’s employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor’s company name in large type. The Township may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Township.

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

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

- 4.13 **Annual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in October of each contract year or at another time designated by the Township and provide the survey results to the Township and the Solid Waste Authority of Central Ohio no later than thirty (30) days from the completion of the survey. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a recycling container is placed out for collection on a regularly scheduled collection day. The Collection Contractor shall conduct the survey for all residential households in the Township during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of the Township households. The participation survey shall be conducted during a collection week with regularly scheduled collection days, and shall not be conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 **Performance Assurance.** The Collection Contractor shall immediately report to the Township any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Township's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the Township shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the Township its written response to any such demand. In the event that the Township does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Township and its Residents, the Township may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the Township deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the Township in all respects, or such other security acceptable to the Township, in the amount of One Hundred Sixty, Four Hundred Sixteen Dollars (\$160,416.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Township, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Township accepts, in writing, a substitute surety.

- 5.3 **Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the Township and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Township. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- 5.4 **Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Township and authorized to do business in the State of Ohio. The Township shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Township promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Township not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Township at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5 **Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the Township satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the Township free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.
- 5.6 **Indemnification.** The Collection Contractor shall save, indemnify and hold the Township, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:
- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and

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

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

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

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

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

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

6.1 **Contractor to Bill and Obtain Payment of Service Charges From Residential Units as Agent of the Township.** The Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Contractor under this Agreement on a quarterly basis on behalf of the Township. Such Service Charges shall include all related collection, disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form attached as Exhibit G. In the event the Contractor provides any

Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item. In addition, the Township requires that the Contractor include, on a quarterly or annual basis, a service charge for Recycling Processing Fees, as per Addendum #1, June 28, 2018.

All fees for Collection Services collected by the Collection Contractor as the agent of the Township shall be placed into and held in a separate and distinct account to the credit of the Township. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate Township official is obtained. Within five (5) to (7) days after the close of each calendar quarter, the Collection Contractor shall seek approval of _____ (insert position, such as: Township Service Director, Township Administrator, or Township Fiscal Officer) to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above Township official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the Township within three (3) business days.

6.2 Deductions from Collection Contractor's Invoice for Non-performance.

If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the Township may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the Township performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the Township may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the Township. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the Township may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor the amount of one hundred dollars (\$100.00) per Residential Unit. The remedies available pursuant to this section are in addition to any other remedies available to the Township pursuant to this Collection Agreement, and the Township's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the Township of the right to exercise any remedy in response to subsequent failures to perform.

6.3 Unoccupied or Vacant Residential Units. Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the Township. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the

Township that Collection Services is not required at the unoccupied or vacant Residential Unit. The Township shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the Township or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

6.4 Annual Review of Generation. Annually, the Collection Contractor and the Township shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the Township and its Residents and delivered to the Township-Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase of more than ten percent (10%) in the per household generation of separated Recyclable Materials, the Collection Contractor shall implement changes that will decrease the cost to the Township and its Residents and may provide for additional benefits for the Township. In the event the Township elects Rumpke's Alternative Revenue Sharing Proposal for Recycling Processing, the Collection Contractor shall be required to notify the Township regarding any rebate or reduction to the per household per month price or any service charge for Recycling Processing Fees as referenced in paragraph 6.1, above.

6.5 Adjustment for Changes in Cost of Fuel. Either the Collection Contractor or the Township may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the Township, will result in an adjustment to the Collection Contractor's invoice received by the Township or Residential Units. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

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

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on June 18, 2018 (3.173), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

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

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

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

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

- 6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or Yard Waste Services Facilities may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Collection Contractor. The Collection Contractor shall give the Township and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference \div 12

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

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

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

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

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.1 **Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the Township may terminate the Collection Agreement in the following manner: the Township shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the Township with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the Township may terminate this Collection Agreement. Any such termination shall not take effect until the Township is able to secure alternate or substitute performance for the Collection Services. The Township may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the Township, in the exercise of the reasonable discretion of the Township.
- 7.2 **Surety or Township Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Township shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Township is unable to provide or obtain cover, the effective termination date may be delayed by the Township until the Township completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Township's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Township has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the

Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Township income taxes.

- 7.3 **Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the Township shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Township is able to obtain alternate or substitute service.
- 7.4 **Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the Township, the Township may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the Township as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5 **Termination of Township-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain Township-Designated Facilities. In the event of termination of an agreement with a Township-Designated Facility, and until notification by the Township of an alternative facility selected by the Township, the Collection Contractor shall be excused from delivering materials to the Township-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the Township's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate Township-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a Township-Designated Facility agreement shall be documented and provided to the Township. Any additional reasonable costs as determined by the Township incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the Township obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the Township is able to issue a replacement Invitation to Bid. In the event of termination by the Township as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

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

- 8.2 **Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention _____ (name or title), and to the Township, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the Township or the Collection Contractor arising out of a breach of this Collection Agreement by the Township or the Collection Contractor shall be effective unless in writing signed by the Township and the Collection Contractor.
- 8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the Township, which consent may be withheld for any reason or for no reason.
- 8.7 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the Township and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the Township and the Collection Contractor and not for the benefit of any other party.

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

Township of Plain, Ohio

(Signature)

(Printed Name)

(Title)

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

(Signature)

(Printed Name)

(Title)

(Street Address)

(Township/State/Zip)

EXHIBIT A

Defined Terms

2018 Consortium or 2018 Community Consortium or Bexley/New Albany/Plain/Mifflin Consortium: collectively, the Cities of Bexley and New Albany, Mifflin Township and Plain Township, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

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

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

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

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

Bulk Items: any single item of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances.

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

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

City or Township-Designated Facilities: the facilities where all City or Township-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road, Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, 1191 Fields Avenue, Columbus, Ohio 43201; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services, or any other facility designated by a City or Township.

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

Collection Contractor: the individual or entity selected by a City or Township for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the City or Township.

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

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

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

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

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

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

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

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

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

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

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

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

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

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

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the City/Township is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 96, 64, or 48 gallon collection containers.

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

Participating Community or Communities: the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including the Cities of Bexley and New Albany, Mifflin Township and Plain Township.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Workers' Compensation Coverage

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

EXHIBIT C

Implementation Plan Forms

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



Waste & Recycling Services

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

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

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

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

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

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

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

- (a) sufficient vehicles, collection containers and equipment to perform
- (b) that Collection Contractor's employees have completed training and driven the City/Township-approved collection routes. The City/Township may incorporate additional time restrictions, notwithstanding section 4.3, such as for major roads during rush hour;
- (c) that City/Township-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers;
- (d) that the delivery of any Collection Contractor-provided collection containers is complete;
- (e) that the Collection Contractor will deliver the Recyclable Materials to the City/Township's Designated Facility for processing (\$0.00 per ton tipping fee in 2019) and implement the implementation plan in year(s) 2020 through 2023, if applicable; and
- (f) that the Collection Contractor has delivered to the City/Township proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied

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

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

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show RUMPKE OF OHIO, INC., an Ohio corporation, Charter No. 1042894, having its principal location in Cincinnati, County of Hamilton, was incorporated on October 15, 1998 and is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 9th day of November, A.D. 2016.

Jon Husted

Ohio Secretary of State

Validation Number: 201631401598

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2018, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City/Township-Designated Facilities ("Collection Services").

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

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

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

ATTEST:

(Principal)

(Surety)

(Principal Secretary)

By: _____

(Surety Secretary)

By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Corporate

Seal)

EXHIBIT E

Plain Township, Ohio

Number of Residential Units: 800

Approximate annual volume (by ton) of: Solid Waste = 1,374 tons
 Recyclable Materials = 363 tons
 Yard Waste = 146 tons

Current Collection Day: Thursday

Entity that performs residential billing services: Collection Contractor

Governmental Facilities and Community Events requiring service:

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

Fire Department 9500 Johnstown Road New Albany, Ohio	8 cubic yards, once per week
Pool 76540 Swickard Woods Blvd. New Albany, Ohio	8 cubic yards Solid Waste, three times per week (seasonal) 4 cubic yards Recyclable Materials, twice per week (seasonal)
Maplewood Cemetery 4585 Reynoldsburg/New Albany Road New Albany, Ohio	4 cubic yards, once per week
Township Facility 45 Second Street week New Albany, Ohio	4 cubic yards, once per week 96 gallon recycling cart, once per week

The Contractor shall collect all Solid Waste deposited in the collection containers provided by the Contractor once each week unless additional collections are necessary in the discretion of the Township, at no additional charge to the Township. The number, sizes and locations of the collection containers are subject to change in the discretion of the Township upon notice to the Contractor.

In addition, the Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity at no charge upon request of the Township for Special Events, including but not limited to a Township-wide clean-up week. The Contractor will provide Special Event services for up to

(5) additional Special Events per year at the discretion of the Township at no additional charge. The Contractor shall provide open top roll-off containers up to 30 yards capacity and Collection Services for the minor remodeling of any Township Facility not to exceed five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

EXHIBIT F

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

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

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

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

Per Residential Unit quarterly surcharge to provide quarterly billing services	\$ <u>2.55</u>
Per Residential Unit monthly surcharge to provide monthly billing services	\$ <u>1.50</u>
Per Residential Unit per month surcharge for performing Carry-Out Collection Services¹	\$ <u>20.00*</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>65.00</u>
Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>36.00</u>
Provision of and each per pull charge for an additional container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>42.00</u>
Provision of and each per pull charge for an additional container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>48.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>435.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>480.00</u>

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

* Carry-Out Services for City of Bexley only - \$8.50

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>569.00</u>
Per Residential Unit per month surcharge for the Rental and collection of 96 gal., 64 gal., and 48 gal. Solid Waste or Recyclable Materials collection container ²	\$ <u>3.25</u> (96)
	\$ <u>3.25</u> (64)
	\$ <u>3.25</u> (48)
Purchase and collection of 96 gal., 64 gal., and 48 gal. unbranded Solid Waste or Recyclable Materials collection containers, and billed to individual Residential Units ³ .	\$ <u>9.00</u> (96)
	\$ <u>9.00</u> (64)
	\$ <u>9.00</u> (48)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	\$ <u>235.00</u>
Per Residential Unit surcharge for delivery of a smaller or larger collection container at Resident request after implementation plan expires	\$ <u>25.00</u>
Per Residential Unit per month Surcharge Fee for maintenance of containers if the carts are supplied by the community.	\$ <u>2.00</u>

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

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

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

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

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

EXHIBIT G – BID FORMS – PART II

ADDITIONAL OPTIONAL COLLECTION SERVICES

<u>Recyclable Materials Collection for Multi-Family*</u>	Pulls/Collections Per Week*					
	1	2	3	4	5	6
Container Size						
Cart/tote up to ½ cubic	\$ 31.50	\$ 63.00	\$ 94.50	\$ 126.00	\$ 157.50	\$ 189.00
Yard or ≈ 96 gallon	\$ 31.50	\$ 63.00	\$ 94.50	\$ 126.00	\$ 157.50	\$ 189.00
2 to 3 cubic yards	\$ 40.50	\$ 81.00	\$ 121.50	\$ 162.00	\$ 202.50	\$ 243.00
4 cubic yards	\$ 44.93	\$ 89.96	\$ 134.78	\$ 179.71	\$ 224.64	\$ 269.57
6 cubic yards	\$ 67.38	\$ 134.77	\$ 202.15	\$ 269.53	\$ 336.92	\$ 404.30
8 cubic yards	\$ 89.85	\$ 179.69	\$ 269.54	\$ 359.39	\$ 449.24	\$ 539.08
10 cubic yards	\$ 112.31	\$ 224.62	\$ 336.93	\$ 449.24	\$ 561.56	\$ 673.87
6-cubic yd. compactors	\$ 202.16	\$ 404.32	\$ 606.47	\$ 808.63	\$ 1,010.79	\$ 1,212.95
8-cubic yd. compactors	\$ 269.55	\$ 539.10	\$ 808.65	\$ 1,078.20	\$ 1,347.75	\$ 1,617.30
30-cubic yd compactors	\$ 2,570.40	\$ 4,780.80	\$ 6,991.20	\$ 9,201.60	\$ 11,412.00	\$ 13,622.40
35-cubic yd compactors	\$ 2,606.40	\$ 4,852.80	\$ 7,099.20	\$ 9,345.60	\$ 11,592.00	\$ 13,838.40

*Such pricing shall be made available to Multi-Family as defined in Exhibit A.

Bid Clarifications

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

Rumpke's submission takes exception to Section 5.10 Covenant Not to Sue, which states "During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City/Township or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City/Township."

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

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

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

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

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

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

Alternate Bid #2: Plain

Status Quo Service

Includes Current Services, Carts & Rental Options

3-Year Term

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

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

See Bid Clarifications for applicable clarifications.

ZONING REPORT

November 14, 2018



ZONING COMMISSION

The zoning commission meeting for November was cancelled. We are still waiting for 5211 Johnstown Road to receive its building permit for a small storage structure to address an after the fact minor modification to the development plan.

BOARD OF ZONING APPEALS

The board of zoning appeals meeting for November was cancelled.

ROCKY FORK BLACKLICK ACCORD

The RFBA meeting for November was cancelled.

**PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO**

RESOLUTION NO. 181114M1

A RESOLUTION TO PAY HINA ENVIRONMENTAL

Be it resolved to pay Hina Environmental Solutions, LLC \$3,219 for the removal of tile from the township offices out of fund 01-B-03 (General – Buildings and Additions).

Hina Environmental Solutions, LLC
995A Safin Road
Columbus, Ohio 43204

Adopted this 14th day of November, 2018.



Bud Zappitelli, Fiscal Officer



David Ferguson, Trustee



Dave Olmstead, Trustee



Tom Rybski, Trustee



Date: November 6, 2018

PROPOSAL TO: Plain Township
45 Second Street
PO Box 273
New Albany, Ohio 43054

CONTACT PERSON: Ben Collings
Phone: 614-855-2085 E-Mail: bcollins@plaintownship.org

PROPOSAL FOR: Asbestos Abatement
45 Second Street
New Albany, Ohio 43054

INTRODUCTION

We appreciate your consideration of *Hina* Environmental Solutions, LLC and are looking forward to working with you. We are committed to the highest ethics and integrity. We exist to serve our customers and to earn their trust, confidence and repeat business.

SCOPE OF WORK

Hina Environmental Solutions, LLC (HES), will provide all labor, material, supervision, equipment, tools and supplies to:

Remove and dispose of approximately 750 square feet of asbestos-containing floor tile (on concrete).

DURATION OF WORK

The Work will take approximately 1 working day to complete and will not require a 10 day grace period to submit notifications to the Ohio Department of Health (ODH) and Ohio Environmental Protection Agency (OEPA).

YOUR INVESTMENT

Notification Fees:	(Not Required)
Sampling Cost:	\$50.00
Abatement Cost:	\$3,169.00
LUMP SUM AMOUNT:	Thousand Hundred Dollars (\$3,219.00)

The Work will be completed at the non-prevailing wage rate with no bonding.

ASSUMPTIONS

- 1) **The Client** will supply cold potable water and electricity for our use and will have all movable items moved out of the work area before abatement commences.



- 2) No replacement material is included in this proposal. Due to the nature of spray glue and tape used to hang plastic, some paint may peel when tape is being removed. We are not responsible for removing glue, repainting areas or repairing damaged walls or components.
- 3) HES will transport and dispose of all removed asbestos containing material and contaminated waste at an authorized landfill.
- 4) If HES encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided by the Client or observable at the site, or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in asbestos abatement work, HES shall notify the Client prior to performing any work beyond the scope of the Work. If the Client approves of such additional work, the Contract Sum shall be adjusted by Change Order.
- 5) The Work will be accomplished in a timely, workmanlike and professional manner by HES. If HES is delayed commencing or progressing with the Work, additional charges will be applicable and payable by the Client.
- 6) HES will comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on the Work.
- 7) All personnel on site shall have successfully completed an EPA designed or State approved Supervisors or Workers Asbestos training course. All personnel will be licensed or certified by the Ohio Department of Health.
- 8) HES will conduct personal and inside the work area air sampling on a daily basis which will be analyzed by a third party EPA-certified laboratory using Phase Contrast Microscopy (PCM). All clearance air sampling will be analyzed by (PCM) also. An Asbestos Hazard Evaluation Specialist or an Air Monitoring Technician certified by the Ohio Department of Health will conduct all clearance air monitoring.

INSURANCE

Hina Environmental Solutions, LLC is a licensed company within the State of Ohio. HES carries a comprehensive insurance package including \$2 million professional liability (errors & omissions); \$2 million pollution liability, \$2 million general liability, and Workers' Compensation. Certificates will be provided upon request. The Client is responsible for purchasing and maintaining adequate liability insurance.

FINAL ENVIRONMENTAL REPORT

Upon completion of the work, HES shall provide to the Client a set of closeout documents (Environmental Report), which will include a work completion letter, copies of Ohio Department of Health and Ohio EPA notifications, air monitoring lab results and waste disposal manifest. The Environmental Report and the results set forth therein are effective only for the date and time set forth on the Environmental Report and not for any prior or subsequent period of time. HES EXPRESSLY DISCLAIMS ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, OUT OF THE ACTUAL, ALLEGED OR THREATENED INHALATION OR INGESTION, OR CONTACT



995A SAIN, ROAD
COLUMBUS, OHIO 43204
Office (614) 272-8780 • Fax (614) 272-8787
WWW.HINAENVIRONMENTAL.COM
EDGE • FEMALE BUSINESS ENTERPRISE • HUBZONE

WITH, EXPOSURE TO, EXISTENCE OF, OR PRESENCE OF ANY ASBESTOS PRIOR TO OR AFTER THE DATE AND TIME SET FORTH IN THE ENVIRONMENTAL REPORT.

The findings regarding asbestos set forth in the Environmental Report are only with respect to the Work performed by HES as of the date and time set forth in the Environmental Report. The Environmental Report is expressly limited to the matters expressly stated therein and no results, opinions, or findings are implied or may be inferred beyond the matters expressly stated therein. The Environmental Report is furnished solely for the Client's benefit and is not to be relied upon by a third party.

One signed copy of this proposal will serve as authorization to proceed. The proposed cost estimate is open for acceptance for a period of (60) sixty days. The Terms and Conditions attached are considered part of this proposal.

If you have any questions or concerns, please call Brian Walker @ (614) 425-9914.

Sincerely,

Brian Walker
Project Manager

bwalker@hinaenvironmental.com



!BLUE BOOK
Building & Construction
NETWORK

Follow and like us:



Approved by:	
	Signature
	Name
	Title
	Date



Terms and Conditions

1. **PARTIES & WORK SCOPE:** References to Hina Environmental Solutions, LLC, or HES, mean the company, its affiliates, suppliers, or subcontractors performing the Work. Work means the specific services to be performed by HES as set forth in HES's proposal and these Terms and Conditions. Client means the person or business entity ordering the Work to be performed by HES. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of that party for the purpose of ordering and directing the Work. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and nature of the Work ordered by the Client is adequate and sufficient for Client's purposes. The ordering of the Work from HES constitutes acceptance of the terms of HES's proposal and these Terms and Conditions.
2. **PAYMENT:** The Client shall be invoiced at least once each month for Work performed during the preceding period. The Client agrees to pay each invoice upon its receipt. Past due payments shall bear interest at the rate of 18% per annum on the outstanding balance beginning 30 days after date of invoice until paid. HES may, at its discretion, require a personal guarantee of payment. However if your delinquent account is turned over to a 3rd party collection agency then you agree to pay all reasonable collection costs including reasonable attorney fees and court costs. **If payment is paid by Master Card or Visa there is a 3% Charge. If paid by American Express there is a 4% Charge.**
3. **DEFAULT:** In the event of default in payment or any other terms of this Agreement by Client, HES may, at its option: (1) terminate this Agreement; or (2) declare the unpaid balance due and payable, without notice or demand to Client, and sue and recover from Client said amount and damages, together with all reasonable costs and attorney's fees incurred by HES relating to its enforcement or preservation of its rights hereunder.
4. **INDEMNITY:** The Client, and any guarantor, agrees to indemnify, defend and hold HES, its officers, employees, subcontractors, consultants and agents harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorney's fees, arising or alleged to have arisen out of, or resulting or alleged to have resulted from, the performance of the Work and caused in whole or in part by any negligent, willful or wanton act or omission of the Client or any party directly or indirectly employed by the Client or anyone for whom the Client may be liable. Such obligation to indemnify, defend and hold harmless shall not apply, however, to the extent, and only to the extent, that such claim, suit, loss or damage is caused by the sole negligence or willful, or wanton act of HES, its officers, agents, employees, subcontractors, consultants or anyone for whose acts HES may be liable.
5. **NOTICE OF COMMENCEMENT:** This Agreement constitutes an immediate and continuing request by HES that it be provided with a copy of the Notice of Commencement on this project by the Client and execution of this Agreement constitutes acknowledgment by the Client of this request. The Client shall prepare and record a Notice of Commencement on this project and respond timely to requests for copies of the Notice of Commencement by sub-trades. HES shall not start the Work until it has received proof that a Notice of Commencement has been recorded with the county recorder and shall be entitled to an extension of time for every day of delay caused by a late filing of the Notice of Commencement. **(The above statement is void if working with a public entity.)**
6. **DIRECT PAYMENTS:** The Client shall not make any direct payments to subcontractors or suppliers of HES without giving 10 days written notice to HES of its intention to do so. If HES disputes or contests this direct payment in writing to the Client within 5 days after receiving the notice, the Client must refrain from any such direct payment unless HES is adjudged bankrupt, insolvent, or in receivership.
7. **WARRANTY:** HES warrants that the Work will conform to the requirements of the Agreement. **THERE ARE NO OTHER WARRANTIES.**
8. **WAIVER OF DAMAGES:** HES and the Client waive claims against each other for consequential damages arising out of or relating to this Agreement and the Work. This mutual waiver includes: (1) damages incurred by the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by HES for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
9. **DISPUTE RESOLUTION:** At the option and discretion of HES, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event that HES does not exercise its right to require arbitration, the controversy or claim shall be heard only in the court of common pleas of the county in which the project is located. HES and the Client agree to the exclusive venue and jurisdiction of that court.
10. **COMPLETE AGREEMENT:** Client and HES mutually agree that HES's written proposal and these Terms and Conditions are the Agreement and comprise the full and entire agreement between the parties. No other agreement or understanding has been entered into or will be recognized, and all negotiations, acts, or representations made prior to the ordering of the Work shall be deemed merged in, integrated and superseded by the HES proposal and these Term and Conditions. This Agreement may be modified only by an instrument in writing signed by both parties.

**PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO**

RESOLUTION NO. 181114M2

**A RESOLUTION TO INCREASE THE AMOUNT AUTHORIZED FOR TOWNSHIP
ROAD MAINTENANCE AND REPAIRS THROUGH THE FRANKLIN COUNTY
ENGINEER'S OFFICE**

Be it Resolved: To increase the amount authorized by prior resolution 180321M1 and pay the Franklin County Engineers Office the amount of \$9,045.04 for crack sealing, maintenance and repairs of unincorporated township roads, to be paid out of 11-B-03 (Roads – Contracts).

Adopted this 14th Day of November, 2018.



Bud Zappitelli, Fiscal Officer



David Ferguson, Trustee



Dave Olmstead, Trustee



Tom Rybski, Trustee



PLAIN TOWNSHIP
2018 RESURFACING PROGRAM
FRANKLIN COUNTY ENGINEER'S OFFICE

<input type="radio"/> ALICE DRIVE	\$3,962.64
<input type="radio"/> HOOVER RESERVE COURT NORTH	\$1,071.60
<input type="radio"/> HOOVER RESERVE COURT SOUTH	\$592.04
<input type="radio"/> HOOVER RESERVE DRIVE	\$1,960.80
<input type="radio"/> JENNETTE DRIVE	\$1,079.96
<input type="radio"/> MISCELLANEOUS	\$378.00

Invoice Total: \$9,045.04

Project Total:	\$9,045.04
Payment Received:	\$0.00
Total Amount Due:	\$9,045.04

Invoice No: 18-106
Make Checks Payable To: Franklin County Engineer's Office
Mail To: Franklin County Engineer's Office
Attn: Jaime Tickle, P.E.
970 Dublin Road
Columbus Ohio 43215



PLAIN TOWNSHIP
2018 RESURFACING PROGRAM
Completed Work Itemized Listing By Street

Invoice No: 18-106

ALICE DRIVE

423 CRACK SEALING, TYPE IV

5214 S.Y. @ \$0.76 PER /S.Y. = \$3,962.64

SUB SUMMARY OF ALICE DRIVE: \$3,962.64

HOOVER RESERVE COURT NORTH

423 CRACK SEALING, TYPE IV

1410 S.Y. @ \$0.76 PER /S.Y. = \$1,071.60

SUB SUMMARY OF HOOVER RESERVE COURT NORTH: \$1,071.60

HOOVER RESERVE COURT SOUTH

423 CRACK SEALING, TYPE IV

779 S.Y. @ \$0.76 PER /S.Y. = \$592.04

SUB SUMMARY OF HOOVER RESERVE COURT SOUTH: \$592.04

HOOVER RESERVE DRIVE

423 CRACK SEALING, TYPE IV

2580 S.Y. @ \$0.76 PER /S.Y. = \$1,960.80

SUB SUMMARY OF HOOVER RESERVE DRIVE: \$1,960.80

JENNETTE DRIVE

423 CRACK SEALING, TYPE IV

1421 S.Y. @ \$0.76 PER /S.Y. = \$1,079.96

SUB SUMMARY OF JENNETTE DRIVE: \$1,079.96

MISCELLANEOUS

103 PREMIUM FOR CONTRACT PERFORMANCE BOND & FOR BOND PAYMENT

0.01 LUMP @ \$12,800.00 PER /LUMP = \$128.00

614 MAINTAINING TRAFFIC

0.01 LUMP @ \$25,000.00 PER /LUMP = \$250.00

SUB SUMMARY OF MISCELLANEOUS: \$378.00

Total Amount Due: \$9,045.04



CORNELL R. ROBERTSON, P.E., P.S.
Franklin County Engineer
970 Dublin Road
Columbus, Ohio 43215

**PROJECT: ENGINEER'S TOTAL PLAIN TOWNSHIP
2018 TOWNSHIP RESURFACING PROGRAM**

BID DATE: Thursday, April 5, 2018
COMPLETION DATE: August 31, 2018

B.) PAVEMENT

423 CRACK SEALING, TYPE IV

11,404.00 S.Y. @ \$0.76 = \$8,667.04

CATEGORY TOTALS: \$8,667.04

D.) MISCELLANEOUS

103 PREMIUM FOR CONTRACT PERFORMANCE BOND & FOR BOND PAYMENT

614 MAINTAINING TRAFFIC

0.01 LUMP @ \$12,800.00 = \$128.00

0.01 LUMP @ \$25,000.00 = \$250.00

CATEGORY TOTALS: \$378.00

Total Amount Due: \$9,045.04



2018 Firefighter Line of Duty Deaths in the US: 76

To: Plain Township Board of Trustees
From: Chief Hoovler
Re: Chief's Report
Date: October 26, 2018 to November 9, 2018
Runs 67 EMS, 30 Fires

US Civilian Fire fatalities reported by US news media January 1, 2018 – November 9, 2018: 1995
Ohio Civilian fire fatalities reported by US news media January 1, 2018 – November 9, 2018: 92

October 26 RCLOG meeting, Chief Hoovler.
October 27 Station 121 hosted Drug Take Back Day with NAPD.
October 29 Central Ohio Fire Chief's Meeting, Chief Hoovler.
Station 121 hosted an instruction class for new car seat technicians.
October 30, Nov 1, 2
EMS Expo, Chief Rupp, Chief Brown, FFPM Durst, FFPM Bates, FFPM Yutzy.
October 31 Car seat inspection, Barnett.
Station tour: JCC Preschool.
Doughnuts and Cider at Station 121, Trick or Treat.
November 5 Fire Inspector Refresher class. Several in attendance.
Car seat inspection, Barnett.
Station 121 hosted car seat technician class.
November 6, 7, 8
EPCR Patient Care Reporting software review. Image Trend, ESO, and Stryder.
Chief Rupp, Chief Brown.
November 6 Fire Safety Trailer, Second grade, Barnett, FFPM Houseberg, FFPM Choops.
November 7 Fire Safety Trailer, Second grade, Barnett, FFPM Houseberg, FFPM Choops.
2 Unit visited with Cub Scouts at the Primary building.
November 8 Fire Safety Trailer, Second grade, Barnett, FFPM Houseberg, FFPM Salamone.
Safety, Health and Wellness committee conference call. Chief Rupp.
OSU Wellness with Dan, 3 Unit.
November 9 OFCA conference call. Chief Rupp.
OSU Wellness with Dan, 1 Unit.

Media Report for PLAIN TWP FD

From 10/26/2018 to 11/9/2018

EMS Runs

1.	10/26/2018	11:40	55 N HIGH ST, NEW ALBANY	SICK PERSON-EMS
2.	10/26/2018	16:05	, NEW ALBANY SR 161 WB AT NEW ALBANY-CONDIT RD (TRAFFIC ACCIDENT-EMS
3.	10/27/2018	02:36	6993 BRECKTON PL, COLUMBUS	NON BREATHER / ARREST-EMS
4.	10/27/2018	10:05	6929 CAMDEN DR, NEW ALBANY	PERSONAL ASSIST-EMS
5.	10/27/2018	16:48	6911 HARLAN SQ, NEW ALBANY	ASSAULT-EMS
6.	10/27/2018	18:33	5019 BLACKSTONE EDGE DR, NEW ALBANY	TRAUMATIC INJURIES-EMS
7.	10/27/2018	19:03	SR 605 S / CENTER VILLAGE RD, HARLEM TWP	TRAFFIC ACCIDENT HIGH SPEED
8.	10/27/2018	19:46	7061 CAMDEN DR, NEW ALBANY	UNCONSCIOUS PERSON-EMS
9.	10/27/2018	22:26	4851 BABBITT RD, PLAIN TWP	ASSAULT-EMS
10.	10/27/2018	23:12	4851 BABBITT RD, PLAIN TWP	SICK PERSON-EMS
11.	10/28/2018	09:34	5220 FOREST DR, NEW ALBANY	HEART PROBLEMS-EMS
12.	10/28/2018	10:25	5003 NOTTING HILL DR, NEW ALBANY	STROKE / CVA-EMS
13.	10/28/2018	18:19	4299 BROMPTON CT, NEW ALBANY	ATTEMPT SUICIDE-EMS
14.	10/29/2018	09:16	9500 JOHNSTOWN RD, NEW ALBANY	SICK PERSON-EMS
15.	10/29/2018	09:34	6300 E DUBLIN-GRANVILLE RD, NEW ALBANY	SICK PERSON-EMS
16.	10/29/2018	10:28	245 E MAIN ST #122, NEW ALBANY	PERSONAL ASSIST-EMS
17.	10/29/2018	12:44	8323 WALTON PKWY, NEW ALBANY	TRAUMATIC INJURIES-EMS
18.	10/29/2018	17:03	15 WIVELISCOMBE, NEW ALBANY	ALLERGIC REACTION-EMS
19.	10/29/2018	20:27	6500 NEW ALBANY RD E, NEW ALBANY	CHEST PAIN-EMS
20.	10/30/2018	07:49	KITZMILLER RD / E DUBLIN-GRANVILLE RD, NEW ALBANY	TRAFFIC ACCIDENT HIGH SPEED
21.	10/30/2018	11:52	5040 FOREST DR #100, NEW ALBANY	DIABETIC PROBLEMS-EMS
22.	10/30/2018	22:18	4175 N WAGGONER RD, JEFFERSON TWP	TRAFFIC ACCIDENT-EMS
23.	10/31/2018	04:04	7277 SMITHS MILL RD, NEW ALBANY	BREATHING PROBLEMS-EMS
24.	10/31/2018	14:59	5950 JOHNSTOWN RD, NEW ALBANY	BREATHING PROBLEMS-EMS
25.	10/31/2018	19:18	5205 NEW ALBANY RD, COLUMBUS	PERSON DOWN-EMS
26.	10/31/2018	21:34	JOHNSTOWN RD / WALNUT ST, PLAIN TWP	TRAFFIC ACCIDENT HIGH SPEED
27.	11/01/2018	08:42	10819 JOHNSTOWN RD, PLAIN TWP	TRAFFIC ACCIDENT-EMS
28.	11/01/2018	09:18	87 N HIGH ST, NEW ALBANY	SEIZURE-EMS
29.	11/01/2018	16:49	NEW ALBANY RD E / CENTRAL COLLEGE RD, NEW ALBAN	TRAFFIC ACCIDENT-EMS
30.	11/01/2018	17:02	1201 RIVA RIDGE CT #338, GAHANNA	BREATHING PROBLEMS-EMS
31.	11/01/2018	18:52	6301 FITCH PATH RD #R, NEW ALBANY	SICK PERSON-EMS
32.	11/02/2018	06:47	6512 HAVENS CORNERS RD, JEFFERSON TWP	SICK PERSON-EMS
33.	11/02/2018	08:17	5161 HAMPSTED VILLAGE CENTER WAY, COLUMBUS	UNCONSCIOUS PERSON-EMS
34.	11/02/2018	13:41	5320 APPLE RIDGE PL, COLUMBUS	TRAUMATIC INJURIES-EMS
35.	11/02/2018	16:17	9 NEW ALBANY FARMS RD, NEW ALBANY	SEIZURE-EMS
36.	11/02/2018	16:17	9 NEW ALBANY FARMS RD, NEW ALBANY	SICK PERSON-EMS
37.	11/02/2018	19:36	6870 CEDAR BROOK PL, NEW ALBANY	BEHAVIORAL EMERGENCY-EMS
38.	11/03/2018	07:51	4915 WARNER RD, PLAIN TWP	ALARM MEDICAL-EMS
39.	11/03/2018	17:54	6499 CEDAR GLEN CT, NEW ALBANY	TRAUMATIC INJURIES-EMS
40.	11/03/2018	18:11	5465 NEW ALBANY RD W, COLUMBUS	TRAUMATIC INJURIES-EMS
41.	11/03/2018	18:23	7258 UPPER ALBANY DR, COLUMBUS	TRAUMATIC INJURIES-EMS
42.	11/03/2018	21:34	SR 161 EB / BEECH RD NW, NEW ALBANY	SICK PERSON-EMS
43.	11/04/2018	16:03	245 E MAIN ST #302, NEW ALBANY	SICK PERSON-EMS
44.	11/04/2018	18:08	2508 COLTS NECK RD, JEFFERSON TWP	SICK PERSON-EMS
45.	11/04/2018	19:44	5950 JOHNSTOWN RD, NEW ALBANY	SICK PERSON-EMS
46.	11/05/2018	09:47	260 S HAMILTON RD, GAHANNA	TRAFFIC ACCIDENT-EMS
47.	11/05/2018	13:47	5040 FOREST DR, NEW ALBANY	TRAFFIC ACCIDENT-EMS
48.	11/06/2018	08:16	HAVENS RD / REYNOLDSBURG-NEW ALBANY RD, JEFFER	TRAFFIC ACCIDENT-EMS
49.	11/06/2018	09:39	9500 JOHNSTOWN RD, NEW ALBANY	DIABETIC PROBLEMS-EMS
50.	11/06/2018	10:17	5040 FOREST DR, NEW ALBANY	CHEST PAIN-EMS
51.	11/06/2018	17:45	BABBITT RD / E DUBLIN-GRANVILLE RD, PLAIN TWP	TRAFFIC ACCIDENT MOTORCYCL
52.	11/06/2018	18:25	5540 CLARK STATE RD, JEFFERSON TWP	CHEST PAIN-EMS

Media Report for PLAIN TWP FD

From 10/26/2018 to 11/9/2018

53.	11/07/2018 05:35	5627 WARNER VIEW LN, COLUMBUS	SEIZURE-EMS
54.	11/07/2018 11:08	5421 NEW ALBANY RD W, COLUMBUS	TRAUMATIC INJURIES-EMS
55.	11/07/2018 13:55	6500 NEW ALBANY RD E, NEW ALBANY	BREATHING PROBLEMS-EMS
56.	11/07/2018 14:40	6690 LIBERATION WAY, COLUMBUS	BEHAVIORAL EMERGENCY-EMS
57.	11/07/2018 15:34	7525 WEST CAMPUS RD, NEW ALBANY	STROKE / CVA-EMS
58.	11/07/2018 16:19	, NEW ALBANY SR 161 EB AT JOHNSTOWN RD (RAMP SR	TRAUMATIC INJURIES-EMS
59.	11/07/2018 17:18	153 W MAIN ST, NEW ALBANY	HEART PROBLEMS-EMS
60.	11/07/2018 18:37	6857 NEW ALBANY-CONDIT RD, NEW ALBANY	UNCONSCIOUS PERSON-EMS
61.	11/08/2018 11:02	JOHNSTOWN RD / RAMP SR 161 EB TO JOHNSTOWN RD, I	TRAFFIC ACCIDENT-EMS
62.	11/09/2018 01:33	7030 ARCADE ST, COLUMBUS	POISONING-EMS
63.	11/09/2018 06:41	N WAGGONER RD / CLARK STATE RD, JEFFERSON TWP	TRAFFIC ACCIDENT HIGH SPEED
64.	11/09/2018 09:27	1201 RIVA RIDGE CT #123, GAHANNA	TRAUMATIC INJURIES-EMS
65.	11/09/2018 14:45	7186 NORMANTON DR, COLUMBUS	SICK PERSON-EMS
66.	11/09/2018 14:53	7821 E DUBLIN-GRANVILLE RD, NEW ALBANY	STROKE / CVA-EMS
67.	11/09/2018 15:38	7775 SMITHS MILL RD, NEW ALBANY	CHILDBIRTH / OB-EMS

FIRE Runs

1.	10/26/2018 15:33	46 MM SR 161 EB - 46.6, Franklin County	FIRE VEHICLE-FIRE
2.	10/27/2018 09:50	10102 WOODCREST WAY, NEW ALBANY	ALARM COMMERCIAL / HIGH LIFE-
3.	10/27/2018 21:08	47 E COSHOCTON ST, JOHNSTOWN	FIRE RESIDENTIAL STRUCTURE-F
4.	10/28/2018 16:55	5520 HARLEM RD, HARLEM TWP	FIRE COMMERCIAL / HIGH LIFE -F
5.	10/28/2018 17:24	4 NEW ALBANY FARMS RD, NEW ALBANY	ALARM RESIDENTIAL FIRE-FIRE
6.	10/29/2018 11:38	6098 FOLLENSBY DR, COLUMBUS	ALARM RESIDENTIAL FIRE-FIRE
7.	10/30/2018 20:32	467 VISTA DR, GAHANNA	FIRE RESIDENTIAL STRUCTURE-F
8.	10/31/2018 16:54	773 WOODINGTON DR, PATASKALA	FIRE RESIDENTIAL STRUCTURE-F
9.	10/31/2018 17:11	8015 BEARDSLEY AVE, JEFFERSON TWP	FOREIGN ODOR-FIRE
10.	10/31/2018 19:08	5435 MORSE RD, GAHANNA	ALARM COMMERCIAL / HIGH LIFE-
11.	11/01/2018 02:34	7254 BIDDICK, NEW ALBANY	INVESTIGATION / SERVICE RUN-F
12.	11/01/2018 20:18	7333 SMITHS MILL RD, NEW ALBANY	ALARM COMMERCIAL / HIGH LIFE-
13.	11/01/2018 22:23	6301 FITCH PATH RD, NEW ALBANY	HAZMAT INCIDENT LIFE THREAT-F
14.	11/02/2018 16:18	1013 VENETIAN WAY, GAHANNA	ALARM RESIDENTIAL FIRE-FIRE
15.	11/02/2018 19:13	3264 MANN RD, JEFFERSON TWP	WORKING FIRE RESIDENTIAL-FIRI
16.	11/03/2018 10:35	3264 MANN RD, JEFFERSON TWP	INVESTIGATION / SERVICE RUN-F
17.	11/03/2018 16:53	E DUBLIN-GRANVILLE RD / MEADWAY DR, NEW ALBANY	INVESTIGATION / SERVICE RUN-F
18.	11/03/2018 17:16	7300 WALNUT ST, NEW ALBANY	INVESTIGATION / SERVICE RUN-F
19.	11/05/2018 13:56	9880 JOHNSTOWN RD, NEW ALBANY	FIRE VEHICLE-FIRE
20.	11/06/2018 08:46	1075 E JOHNSTOWN RD, GAHANNA	ALARM WATERFLOW-FIRE
21.	11/06/2018 09:30	659 W COSHOCTON ST, JOHNSTOWN	ALARM COMMERCIAL / HIGH LIFE-
22.	11/06/2018 17:32	1082 CRESWELL DR, GAHANNA	ALARM RESIDENTIAL FIRE-FIRE
23.	11/06/2018 20:49	200 E COSHOCTON ST, JOHNSTOWN	ALARM COMMERCIAL / HIGH LIFE-
24.	11/07/2018 10:52	3545 KITZMILLER RD, JEFFERSON TWP	ALARM COMMERCIAL / HIGH LIFE-
25.	11/08/2018 06:38	8825 SMITHS MILL RD N, NEW ALBANY	ALARM COMMERCIAL / HIGH LIFE-
26.	11/08/2018 07:41	8825 SMITHS MILL RD N, NEW ALBANY	ALARM COMMERCIAL / HIGH LIFE-
27.	11/08/2018 15:18	6950 KINDLER DR, NEW ALBANY	NATURAL GAS LEAK-FIRE
28.	11/09/2018 08:13	BABBITT RD / E DUBLIN-GRANVILLE RD, PLAIN TWP	FIRE RESIDENTIAL STRUCTURE-F
29.	11/09/2018 10:42	6857 WALNUT ST, PLAIN TWP	FOREIGN ODOR-FIRE
30.	11/09/2018 12:17	5515 MORSE RD, GAHANNA	ALARM COMMERCIAL / HIGH LIFE-

**PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO**

RESOLUTION NO. 181114F1

A RESOLUTION TO PAY FOR FIRE HOSE


Be it resolved to pay Herritage Fire Equipment \$13,355.94 for the purchase of fire hoses, nozzles and accessories out of fund 21-A-02 (Capital Equipment-Fire-Fire Equipment).

Herritage Fire Equipment
2162 Cloverleaf Street East
Columbus, OH 43232

Adopted this 14th day of November, 2018.



Bud Zappitelli, Fiscal Officer



David Ferguson, Trustee



Dave Olmstead, Trustee



Tom Rybski, Trustee

Heritage Fire Equipment
 2162 Cloverleaf Street East
 Columbus, OH 43232
 844-730-5100
 info@heritagefireequipment.com
 heritagefireequipment.com



ADDRESS	SHIP TO
Plain Township Fire Department	Plain Township Fire Department
9500 Johnstown Road	9500 Johnstown Road
New Albany, Ohio 43054	New Albany, Ohio 43054

DP17-1000 (B)	12	265.00	3,180.00
Hose, Key, Combat Ready, 1.75", 50', Blue			
DP17-1000 (R)	12	265.00	3,180.00
Hose, Key, Combat Ready, 1.75", 50', Red			
DP17-1000 (G)	4	265.00	1,060.00
Hose, Key, Combat Ready, 1.75", 50', Yellow			
DP25-800-TRU-50-Y-ARN	8	206.00	1,648.00
Hose, Key, TRU-ID, 2.5", 50', Yellow			
0033XD01 (B)	1	342.00	342.00
Shutoff, Elkhart, 1.5" XD, Pistol Grip -blue inserts			
0033XD01 (R)	1	342.00	342.00
Shutoff, Elkhart, 1.5" XD, Pistol Grip -red inserts			
0033XD01 (BL)	2	342.00	684.00
Shutoff, Elkhart, 1.5" XD, Pistol Grip -luminescent			
66762007	4	118.25	473.00
Tip, Elkhart, 188-XD, 7/8", "Long Barrel"			
04XD0171 (O)	1	388.25	388.25
Tip, Elkhart, Chief XD, 160 @ 50, Orange Bumper			
0069XD01 (BL)	2	436.00	872.00
Shutoff, Elkhart, 2.5" XD, Pistol Grip -luminescent			
04XD0251	1	480.00	480.00
Tip, Elkhart, Chief XD 250@50			
66766007	2	121.71	243.42
Tip, elkhart, 188-XD, 1 1/8", Long barrel			

00688201 Gauge, Elkhart, Inline 2.5", 228-A	1	289.00	289.00
01020007 Reducer, Elkhart, Bell with Swivel, 2.5" NHF x 1.5"NHM	1	139.32	139.32
FWGK-SC-BLK Firewrap Grip Kit, Fire Maul, Black	1	34.95	34.95

Quote is valid for 30 days and does not include shipping.

Accepted By

Accepted Date

**PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO**

RESOLUTION NO. 181114F2


A RESOLUTION TO PAY SILCO COMPANY

Be it resolved to pay Silco Company for card readers for M121 and M122, not to exceed \$5,200.00, out of fund 21-A-02. (Capital Equipment-Fire-Fire Equipment).

Adopted this 14th day of November, 2018.



Bud Zappitelli, Fiscal Officer



David Ferguson, Trustee



Dave Olmstead, Trustee



Tom Rybski, Trustee

To: Plain Township Trustees

From: Chief Hoovler

Date: November 2, 2018

RE: Card reader for medics.

The Ohio Board of Pharmacy is requiring that all medic units that have the capability to be locked have to be locked at all times.

The card reader enables the medic crew to enter the unit. When they leave the unit, it will automatically lock.

PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO

Tabled

RESOLUTION NO. 181114F3

**A RESOLUTION TO ADOPT REVISED JOB DESCRIPTIONS FOR
FIRE DEPARTMENT OFFICERS**

Be it Resolved, that the Board of Trustees hereby adopts the attached job descriptions for Fire Department Officers including Lieutenant, Captain, and Battalion Chief.

Adopted this 14th day of November, 2018.

Bud Zappitelli, Fiscal Officer

David Ferguson, Trustee

Dave Olmstead, Trustee

Tom Rybski, Trustee

PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO

RESOLUTION NO. 181114B1

A RESOLUTION TO REDUCE RECEIPTS AND APPROPRIATIONS IN FUND 14 –
POOL

Be it Resolved, To reduce Fund 14 – Pool – Receipts by \$1,000 and Appropriations – Other Expenses by \$1,000.

Adopted this 14th day of November 2018.




Bud Zappitelli, Fiscal Officer



David Ferguson, Trustee



Dave Olmstead, Trustee



Tom Rybski, Trustee

PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO

RESOLUTION NO. 181114B2

A RESOLUTION TO REDUCE RECEIPTS AND APPROPRIATIONS IN FUND 23 –
PERMISSIVE LICENSE TAX

Be it Resolved, To reduce Fund 23 – ^{Permissive}~~Pool~~ Receipts by \$3,000 and Appropriations – Other Expenses by \$3,000.

Adopted this 14th day of November 2018.




Bud Zappitelli, Fiscal Officer



David Ferguson, Trustee



Dave Olmstead, Trustee



Tom Rybski, Trustee

**PLAIN TOWNSHIP BOARD OF TRUSTEES
FRANKLIN COUNTY, OHIO**

RESOLUTION NO. 181114B3

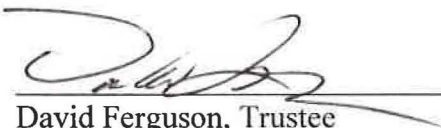
**A RESOLUTION TO REDUCE RECEIPTS IN FUND 21 – CAPITAL EQUIPMENT -
FIRE AND APPROPRIATIONS IN FUND 10 – FIRE DISTRICT**

Be it Resolved, To reduce Fund 21 – Capital Equipment - Fire - Receipts by \$350,000 and to reduce Fund 10 – Fire District Appropriations – Other Expenses (Transfers) by \$350,000.

Adopted this 14th day of November 2018.



Bud Zappitelli, Fiscal Officer



David Ferguson, Trustee



Dave Olmstead, Trustee



Tom Rybski, Trustee