May 4, 2026
Regular Meeting
7:30 PM

Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

1) Meeting called to order by Council President

2) Roll Call of Council Members

3) Excuse absent members

4) Amendments to the Agenda (if necessary)

5) Approval of minutes from previous meeting(s)

a. April 6, 2026

6) Proclamations and Honors

a. Proclamation for Jonathan Partington

7) Communications from the Mayor

8) City Administrator's Report

9) Departmental Report(s)

a. Mayor's Action Center Coordinator, *Todd Walburn*
b. Director of Planning and Development, *Eric Zamft*
c. Director of Parks and Recreation, *Andres Gonzalez*

10) Report of the Clerk of Council

11) Public Comment - Legislative Agenda Items only
(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda. Comments unrelated to the agenda may be made after Committee Reports)

12) LEGISLATION
Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

RESOLUTION NO. 094-2026(AS): *First Reading.* A Resolution appointing Lauren Smith and Nikki Newman as members of the Parks and Recreation Advisory Board of the City of Cleveland Heights, OH, to fill the remainder of unexpired terms; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb, Council President Cuda, and Council Vice President Larson

ORDINANCE NO. 097-2026(F): *First Reading.* An Ordinance to make appropriation for current expenses and other expenditures of the City of Cleveland Heights, Ohio, during the year ending December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 098-2026(MSES): *First Reading.* An Ordinance authorizing the Mayor to enter into an agreement with Waste management of Ohio through contracts entered into by individual members of the Recycling Processing Services Consortium (consortium), which includes the communities of Beachwood, Highland Hills, Independence, Lyndhurst, Moreland Hills, Pepper Pike, Solon, University Heights, and Woodmere, and which was organized by the Cuyahoga County Solid Waste District, for

recycling processing services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

b. First Readings Only

RESOLUTION NO. 095-2026(MSES): *First Reading.* A Resolution authorizing the Mayor to execute an agreement with the Northeast Ohio Areawide Coordinating Agency for the design and installation of eight (8) DC Fast Charger electric vehicle charging points at City Hall and the Cleveland Heights Community Center.

Introduced by Mayor Petras

RESOLUTION NO. 096-2026(MSES): *First Reading.* A Resolution authorizing the Mayor to execute an agreement for the continuation and expansion of the city-wide food scrap composting program through Rust Belt Riders Composting, LLC.

Introduced by Mayor Petras

c. Second Readings

RESOLUTION NO. 081-2026(PD): *Second Reading.* A Resolution authorizing the Mayor to execute an agreement with American Builders & Applicators, a certified lead abatement contractor, for the use of HOME Investment Partnership funds, Community Development Block Grant (CDBG) funds, and American Rescue Plan Act (ARPA) funds in connection with a Housing Rehabilitation Deferred Loan Program at Permanent Parcel Number (PPN) 682-34-010; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

ORDINANCE NO. 082-2026(PD): *Second Reading.* An Ordinance authorizing the Mayor to enter into a lease agreement with Mac's Backs Bookstore, Inc. for the lease of 1807 Coventry Road; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 083-2026(COTW): *Second Reading.* A Resolution determining that support of the 2026 Heights Music Hop is in furtherance of a proper public purpose; authorizing a contribution of Seven Thousand Five

Hundred Dollars ($7,500) to FutureHeights, Inc. in support of the 2026 Heights Music Hop; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Council President Cuda

RESOLUTION NO. 084-2026(COTW): ***Second Reading.*** A Resolution determining that support of the 2026 Heights Tiger 5k and Fun Run is in furtherance of a proper public purpose; authorizing a contribution of Two Thousand Five Hundred Dollars ($2,500.00) to the CHUH School District PTA in support of the 2026 Heights Tiger 5k and Fun Run.

Introduced by Councilmember Dewitt-Foy

13) Committee Reports

14) Public Comment - General

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda. .)

15) Old Business

16) New Business

17) Council Member Comments

(**Note:** Council comments should directly relate to the business of the City of Cleveland Heights, rather than personal reflection or commentary. A maximum 3-minute time limit applies, but the Council President may reduce time limit based on the volume of business on the agenda, the time of evening, or other similar factors.)

18) Council President's Report

19) Adjournment

NEXT MEETING OF COUNCIL: MAY 18, 2026

April 6, 2026
Regular Meeting
7:30 PM

Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio

MEETING MINUTES

1) Meeting called to order by Council President

Start: 7:37 PM

2) Roll Call of Council Members

Present: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
Excused: None
Also present: Mayor Petras, Administrator Reese, Director Hanna, Clerk Balester

3) Excuse absent members

- None

4) Amendments to the Agenda (if necessary)

Motion to amend the agenda to include Resolution Nos. 076-2026 and 077-2026 to First Reading - Consideration of Adoption Requested: Gail Larson
Seconded: Craig Cobb

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

MOTION PASSED

5) Approval of minutes from previous meeting(s)

a. February 17, 2026

APPROVED

b. March 3, 2026

DRAFT

APPROVED

c. March 16, 2026

APPROVED

d. March 26, 2026

APPROVED

6) NEORSD Presentation

- Matt Scharver from NEORSD gave an update on the Lower Shaker Laker Dam Maintenance project. NEORSD will be installing additional rip rap [stone] along the shoreline of the lower lake.
- Matt Scharver from NEORSD gave an update on the Doan Brook Restoration at Horseshoe Lake Project. NEORSD is still in the permitting process for this project; no construction has started. Construction is scheduled to start Fall/Winter 2026.
- He also gave an update on tree removal and replacement.

7) Communications from the Mayor

- On March 17, 2026, 5 bids were received for the 2026 Road Pavement Program. The lowest bid was from Karvo Companies for $3,360,365.00.
- There is a backlog of potholes that need to be filled, and we now have two crews working on filling them; the City is looking into the most efficient ways to get them fixed.
- The Mayor encouraged anyone who needs legal help with immigration to visit the City's website, where we have a list of resources available.
- Thanked Mr. Scharver for coming in to update us on the projects going on at Shaker Lakes.
- Spoke a bit about the current status of the City's finances.

8) Proclamations and Honors

a. 100th Anniversary of the Cedar-Lee Theater

- The Mayor read a proclamation for the Cedar-Lee Theater's 100th Anniversary.

9) City Administrator's Report

DRAFT

- Cleveland International Film Festival
- He will be looking forward to City Events in Cleveland Heights
- Update on the main elevator at the Community Center
- Roof leaks at the Community Center were noticed after the heavy rain we just received. Minor roof repairs are underway. However, the issue is the gutter/drain system, and an assessment is underway.
- The Administration is working on adjusting policies and practices regarding hiring and purchasing passenger vehicles.
- A written report will be provided in September 2026 as per the Charter requirement.

10) Departmental Report(s)

- The City Events Coordinator, Jami Taylor, gave an update on the summer events that the City has been planning.
- Monday, May 25th - Memorial Day Celebration at the Cumberland War Memorial
- Sunday, June 14th - Juneteenth Celebration
- Saturday, June 27th - Pride in the Park
- The spring egg hunt was a huge success, and they got a lot of great feedback.

11) Report of the Clerk of Council

- Informed the Council that a notice was received of a new D5 liquor permit for Perfect4U located at 3640 Mayfield Rd. This matter has been referred to the Mayor and Chief of Police.

12) Public Comment - Legislative Agenda Items only

Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda. Comments unrelated to the agenda may be made after Committee Reports

Speakers

Sarah Louise	Resident	RES 073-2026: Flock Cameras
Anthony Miozzi	Resident	RES 073-2026: Flock Cameras

13) LEGISLATION

Note: The title for each piece of legislation contains a parenthetical reference to

the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

RESOLUTION NO. 066-2026(HB): *First Reading.* A Resolution declaring the fire-damaged property at 3304 Altamont Road, Cleveland Heights, Ohio, to be a nuisance; authorizing abatement of the nuisance; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Craig Cobb
Seconded: Sarah Stone

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

RESOLUTION NO. 067-2026(MSES): *First Reading.* A Resolution authorizing the mayor to execute an agreement with Rush Truck Center for the acquisition of two (2) 2026 International HV507 Cab and Chassis for the Street Maintenance and Sewer Divisions of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Jessica Cohen
Seconded: Gail Larson

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

DRAFT

RESOLUTION NO. 068-2026(MSES): *First Reading.* A Resolution authorizing the mayor to enter into an agreement with Southeastern Equipment Company for the acquisition of a BOMAG Model BW120SL-5 Roller for the Street Maintenance Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Gail Larson
Seconded: Jim Posch

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

RESOLUTION NO. 069-2026(MSES): *First Reading.* A Resolution authorizing the mayor to enter into an agreement with Kleis Equipment for the acquisition of 2026 Bandit 15XP Chipper for the Forestry Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Jim Posch
Seconded: Gail Larson

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

RESOLUTION NO. 070-2026(MSES): *First Reading.* A Resolution authorizing the mayor to enter into an agreement with Judco Truck Equipment for the acquisition of two (2) 11-Foot Stainless Steel Dump Bodies with Salt Spreader and Plow Package for the Street Maintenance and Sewer Divisions of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Jessica Cohen
Seconded: Craig Cobb

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone

DRAFT

No: None
Abstain: None

RESOLUTION NO. 071-2026(MSES): *First Reading.* A Resolution authorizing the Mayor to enter into an agreement with Macqueen for the acquisition of a 2026 40 yd. McNeilus Atlantic Automated Front Loader for the Refuse Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Craig Cobb
Seconded: Jim Posch

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

ORDINANCE NO. 072-2026(F): *First Reading.* An Ordinance amending Ordinance No. 060-2026, "2026 Wage and Salary Ordinance," to establish rates for Cain Park, to update various Parks & Recreation positions, rates, and job classifications and to create the position of City Engineer; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Craig Cobb
Seconded: Gail Larson

Recused: Jim Posch

Yes: Craig Cobb, Gail Larson, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

RESOLUTION NO. 073-2026(COTW): *First Reading.* A Resolution clarifying policies and procedures related to the City of Cleveland Heights' use of automated license plate reader technology; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmembers Cohen, Posch, De-Witt Foy, and Stone, and Council President Cuda, Council Vice President Larson, and Mayor Petras

Motion to adopt: Jessica Cohen
Seconded: Jim Posch

DRAFT

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

RESOLUTION NO. 076-2026(AS): *First Reading.* A Resolution appointing Timothy Gorham as a citizen member of the Parks and Recreation Advisory Board of the City of Cleveland Heights, OH to fill a vacancy for the remainder of an unexpired term; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb, Council President Cuda, and Council Vice President Larson

Motion to adopt: Joe DeWitt-Foy
Seconded: Craig Cobb

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

RESOLUTION NO. 077-2026(AS): *First Reading.* A Resolution appointing Joyce Braverman, Daniel Budin, Maya Evans, Karley Johnson, Robert Kaminski, Robin Koslen, Margaret Lan, Deanne Lentz, Adam May, Jazmyn Moses, Diana Ninsiima-Mafigiri, Meghan Wingenfeld, and Erin Witschey to the Cleveland Heights Cumberland Pool Facilities Task Force; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb, Council President Cuda, and Council Vice President Larson

Motion to adopt: Gail Larson
Seconded: Sarah Stone

Recused: Jim Posch

Yes: Craig Cobb, Gail Larson, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

b. First Readings Only

RESOLUTION NO. 074-2026(CRR): *First Reading.* A Resolution authorizing the Mayor to execute an agreement with Farnham Equipment

Company for the purchase and installation of new ADA-compliant bleachers for the Forest Hill Baseball Complex; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

READ INTO THE RECORD

RESOLUTION NO. 075-2026(MSES): *First Reading.* A Resolution authorizing the Mayor to execute an agreement with KWK, LLC d/b/a Deluxe Outdoor Services in order to furnish the labor, materials, equipment, and associated landscaping services necessary for the 2026 Facilities Landscape and Gardening Services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

READ INTO THE RECORD

c. Second Readings

RESOLUTION NO. 056-2026(MSES): *Second Reading.* An Ordinance authorizing the Mayor to take all actions necessary to apply for and accept one or more Northeast Ohio Public Energy Council 2026 Energized Community Grants; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Jessica Cohen
Seconded: Sarah Stone

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

ORDINANCE NO. 057-2026(MSES): *Second Reading.* An Ordinance authorizing all actions necessary to establish an opt-in natural gas program pursuant to Section 4929.27(A)(1), Ohio Revised Code, jointly through NOPEC as a NOPEC member; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Gail Larson
Seconded: Craig Cobb

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,

Tony Cuda, Sarah Stone

No: None

LEGISLATION PASSED

RESOLUTION NO. 058-2026(PD): *Second Reading.* A Resolution authorizing the Mayor to enter into an amendment to an agreement with Stantec Consulting Services Inc. to prepare a Housing Needs Assessment; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Gail Larson
Seconded: Sarah Stone

Yes: Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: Craig Cobb

LEGISLATION PASSED

RESOLUTION NO. 059-2026(PD): *Second Reading.* A Resolution authorizing the Mayor to submit the Community Development Block Grant (CDBG) Annual Action Plan and entitlement application for the year beginning January 1, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Jessica Cohen
Seconded: Joe DeWitt-Foy

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda, Sarah Stone
No: None

LEGISLATION PASSED

14) Committee Reports

- The next **Municipal Services and Environmental Sustainability Committee** will be on April 13 at 6:30 pm.
- Update from the **Public Safety and Health Committee** meeting on March 26, 2026.
- Update from the **Community Relations and Recreation Committee** meeting on March 23, 2026; the next meeting will not be until the regularly scheduled May meeting
- The **Housing and Building Committee** will meet on April 13 at 5:00 pm.
- **Planning and Development**....

DRAFT

15) Public Comment - General

Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda.

Speakers

Name	Resident/Board Member/Other	Topic
James O'Hare	Resident	Protocols for decision making; storm/wastewater
Gail Bromley	Resident	NEORSD
Jeff McManus	Resident	NEORSD
Korbi Roberts	Other	Shaker Lakes
Jennifer Wintner	Resident	NEORSD
Lorraine Schuchart	Resident	Shaker Lakes
Andrew Saltzman	Resident	Shaker Lakes
Penny Allen	Resident	Shaker Lakes
Kim Carroll	Resident	NEORSD
Tiffany Massing	Resident	Shaker Lakes
Kevin Charnas	Resident	Shaker Lakes
Joseph Charnas	Resident	Shaker Lakes
Lee Barbee	Resident	Ward-based Council
Edgar Mitchell	Resident	Thanked the City for their help with a problem he has had
Bert Stratton	Resident	Shaker Lakes
Anthony Cumberworth	Resident	Shaker Lakes
Ed Weinfurner	Other	Shaker Lakes
Thomas Gilchrist	Resident	
Amy Gilchrist	Resident	NEORSD
Lou Radivoyevitch	Resident	$850k Grant for Blanche Extension Program
George Parras	Resident	Shaker Lakes
Harriet Applegate	Resident	CH4ImmigrantRights issue at No Kings protest
Robin Koslen	Resident	Constructive Communication
Guy Thellian	Resident	Flock Cameras
Ed Weinfurtner	Resident	Shaker Lakes
Christine Heggie	Resident	Shaker Lakes
Quinton Yoder	Resident	February 28
Walter Thiem	Resident	Shaker Lakes
Halle Moore	Resident	Shaker Lakes

DRAFT

16) Old Business

- None

17) New Business

- None

18) Council Member Comments

(**Note:** Council comments should directly relate to the business of the City of Cleveland Heights, rather than personal reflection or commentary. A maximum 3-minute time limit applies, but the Council President may reduce time limit based on the volume of business on the agenda, the time of evening, or other similar factors.)

- **Jessica Cohen** thanked the Administration for its efforts on the State Capital Budget to support our application for $1 million for Cumberland Pool. She thinks this is an excellent first step.

19) Council President's Report

- None

20) Executive Session

a. *To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, as necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.*

b. *To discuss with an attorney for the public body, claims or disputes involving the public body that are the subject of pending court action, or in the judgment of such attorney, appear likely to be the subject of a future court action or claim.*

21) Adjournment

End: 10:49 PM

NEXT MEETING OF COUNCIL: APRIL 20, 2026

Proposed: 05/04/2026

RESOLUTION NO. 094-2026(AS), *First Reading*

By Councilmember Cobb, Council President Cuda, and Council Vice President Larson

A Resolution appointing Lauren Smith and Nikki Newman as members of the Parks and Recreation Advisory Board of the City of Cleveland Heights, OH, to fill the remainder of unexpired terms; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Chapter 141 of the Codified Ordinances of the City of Cleveland Heights, OH ("City") establishes the Parks and Recreation Advisory Board, consisting of twelve (12) members, all of whom shall be Cleveland Heights residents. Permanent members of such board shall be the Chairman of the Council Committee having jurisdiction of the subject matter thereof or a member of that Committee, a member of the Board of Education of the Cleveland Heights-University Heights School District or its designee, and a member of the Cleveland Heights-University Heights Library Board or its designee. The remaining citizen members shall be appointed by Council for four (4) year terms, expiring the last day of December. Citizen members shall serve no more than two (2) consecutive four (4) year terms or a total of eight (8) consecutive years.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Lauren Smith and Nikki Newman as members of the Parks and Recreation Advisory Board to fill the remainder of unexpired terms ending December 31, 2028.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the uninterrupted operation of the Parks and Recreation Advisory Board of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in

force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

_____
TONY CUDA
President of Council

_____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

_____
JIM PETRAS
Mayor

Date: May 4, 2026

To: City Council

From: Director of Law, William Hanna
Assistant Director of Economic Development, Brian Anderson

Subject: Park Synagogue Building Permit Refund Appropriation Measure

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Purpose Statement: To adopt a budget amendment appropriating $250,000 in order that a refund may be paid to the developers of the Park Synagogue redevelopment project, in furtherance of the City's previous agreement to waive up to $250,000 of the building permit fees for the project.

In Ord. 206-2025, the City agreed to provide a grant of $750,000 to Friends of Mendelsohn in support of their redevelopment of the Park Synagogue. In Section 2 of that Ordinance, the Mayor was authorized to issue an Executive Order providing for the waiver of the first $250,000 in building permit fees incurred by Friends of Mendelsohn, also in support of the project. Ordinance 206-2025 was adopted by City Council on October 6, 2025, together with Ordinance 207-2025, which provided for a $750,000 loan to the developers in support of the project.

The Executive Order was issued by Mayor Petras on March 26, 2026 (attached), and provided for the waiver of the building permit fees and internal administration of that waiver. At approximately the same time, the developer proceeded to obtain the building permits but paid the permit fees in full rather than the first $250,000 being waived, as contemplated by the Ordinance and Executive Order. The developer has recently requested a refund of $250,000 of permit fees paid, and has indicated that its need for this refund is time sensitive.

The Finance Department has advised that in order to issue the refund check the monies must first be appropriate through a budget amendment (in other words, the check cannot simply be "reversed"). Because the non-payment of $250,000 of building permit fees was authorized by Council, and this authorization occurred in advance of and was known throughout discussion of the 2026 budget, the financial impact is already reflected in the budget. This budget legislation is simply a housekeeping and accounting procedural requirement necessary for the refund check to be issued.

Is this legislation recurring: Yes: _____ No: __X_____

Is emergency language necessary: Yes: _X____ No: _____

If yes, why? Since the developer has indicated that this is a time sensitive matter, and because this legislation simply executes on a commitment already made by this Council and the City, the Administration requests that Council consider adding this measure to the agenda for the May 4, 2026 Council meeting and adopting it on first reading.

Is passage on first reading necessary: Yes: ___X_____ No: _____

If yes, why? Same as above.

If funding is required, is it already budgeted for? Yes: ___X___ No: _____

If not already budgeted for, where will funding come from?

Executive Order EO2026
March 26, 2026

Re: *Waiver of Building Department Fees for the Park Synagogue Campus Redevelopment Project*

WHEREAS, pursuant to Ordinance 206-2025, the City of Cleveland Heights (the "City") entered into a Grant Agreement dated March 26, 2026 with Friends of Mendelsohn, an Ohio nonprofit corporation ("Grantee"), relating to improvements and redevelopment activities at the property commonly known as the Park Synagogue Campus, located at 3300 Mayfield Road, Cleveland Heights, Ohio (the "Project"); and

WHEREAS, pursuant to Section 3 of the Grant Agreement, the City agreed to provide an in-kind grant of up to Two Hundred Fifty Thousand Dollars ($250,000.00) through the waiver of certain Building Department fees associated with the Project, through issuance of one or more executive orders by the Mayor; and

WHEREAS, the Grantee has submitted, or will from time to time submit, applications to the City's Building Department for plan review and/or building permits in connection with the Project.

NOW, THEREFORE, I, Jim Petras, Mayor of the City of Cleveland Heights, Ohio, pursuant to the authority vested in me by the Charter of the City of Cleveland Heights, Ordinance 206-2025 and the Grant Agreement, do hereby ORDER as follows:

1. Fee Waiver Authorized. The City's Building Department is hereby authorized and directed to waive City Building Department plan review fees and building permit fees that would otherwise be due from Friends of Mendelsohn in connection with applications submitted for the Project.

2. Maximum Aggregate Amount. The total amount of fees waived pursuant to this Executive Order shall not exceed, in the aggregate, Two Hundred Fifty Thousand Dollars ($250,000.00). Under no circumstances shall the City waive fees in excess of this amount.

3. Eligible Fees Only. This Executive Order applies solely to City Building Department plan review fees and building permit fees. No other City fees, charges, assessments, or third-party costs are waived or affected by this Executive Order.

4. Multiple Applications Permitted. Fee waivers may be applied to multiple applications submitted by the Grantee for the Project, subject to the cumulative maximum amount stated above.

5. Administrative Tracking. The Building Department shall (a) maintain records of all fees waived pursuant to this Executive Order, (b) track the remaining balance available under the in-kind grant authorized by the Grant Agreement, and (c) file copies of such documentation with the Finance Department.

6. Consistency with Grant Agreement. This Executive Order is intended solely to implement Section 3 of the Grant Agreement and shall be interpreted in a manner consistent therewith. In the event of any conflict, the terms of the Grant Agreement shall control.

7. Effective Date. This Executive Order shall take effect immediately upon execution and shall remain in effect until the earlier of (a) full utilization of the authorized fee waiver amount or (b) termination of the Grant Agreement in accordance with its terms.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this Executive Order to be issued on this 26th day of MARCH, 2026.

Jim Petras
Mayor, City of Cleveland Heights, Ohio



HOUSING, BUILDING, AND ZONING DEPARTMENT
40 Severance Circle
Cleveland Heights, OH 44118
216 291 4900

Receipt Date: March 25, 2026

Receipt #: 1765 **Application #: CB25-000078**

Payment Type: Check **Work Type: Interior and Exterior Alteration**

Reference #: 234891 Name: Studio BCC Larissa Burlij

Park Synagogue Historic Restoration
FEES:

Fee Description	Fee Note	Post Code	Total Cost
Alteration Base Fee		326	$ 150.00
Alteration Valuation Fee		326	$ 250639.02
City Plans Examination Review Fee		346	$ 330.00
City Plans Examination Review Fee		346	$ 4500.00
3% State Fee		934	$ 7668.57
TOTAL FEES			$ 263,287.59
AMOUNT PAID TODAY			$263287.59

Proposed: 05/04/2026

ORDINANCE NO. 097-2026(F), *First Reading*

By Mayor Petras

An Ordinance to make appropriation for current expenses and other expenditures of the City of Cleveland Heights, Ohio, during the year ending December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio that:

SECTION 1. To provide for the current expenses and other expenditures of said City of Cleveland Heights during the year ending December 31, 2026, the following sum be, and is hereby set aside and appropriated as follows:

SECTION 2. That there be appropriated from the **Financed Capital Projects Fund**:

Planning Department

O.T.P.S **$250,000.00**

TOTAL **General Fund:** **$** **$$250,000.00**

GRAND TOTAL — ALL APPROPRIATIONS **$250,000.00**

SECTION 3. The Director of Finance is hereby authorized to draw warrants on the City for payments for any of the foregoing appropriation upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or a Resolution or Ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 6. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health,

safety, and welfare of the residents of the City of Cleveland Heights, County of Cuyahoga, State of Ohio, such need being that it is immediately necessary in order to pay for services rendered; wherefore, provided Ordinance receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

_____
TONY CUDA
President of Council

_____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

_____
JIM PETRAS
Mayor

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #	Budget Adj. 3/24/26 Ordinance #	Budget Adjj. 5/4/26 Ordinance #	Adjustments YTD	Amended Budget
101 - General	1101 - City Council	Personal Services	$229,421.00		$229,421.00				$0.00	$229,421.00
		O.T.P.S.	$152,300.00		$152,300.00				$0.00	$152,300.00
	1101 - City Council Total		**$381,721.00**	**$0.00**	**$381,721.00**				**$0.00**	**$381,721.00**
										$0.00
	2101 - Mayor	Personal Services	$681,399.00		$681,399.00				$0.00	$681,399.00
		O.T.P.S.	$204,250.00		$204,250.00				$0.00	$204,250.00
	2101 - Mayor Total		**$885,649.00**	**$0.00**	**$885,649.00**				**$0.00**	**$885,649.00**
										$0.00
	2106 - Civil Service Commission	Personal Services	$2,680.00		$2,680.00				$0.00	$2,680.00
		O.T.P.S.	$37,000.00		$37,000.00				$0.00	$37,000.00
	2106 - Civil Service Commission Total		**$39,680.00**	**$0.00**	**$39,680.00**				**$0.00**	**$39,680.00**
										$0.00
	2107 - Landmark Commission	O.T.P.S.	$34,465.00		$34,465.00				$0.00	$34,465.00
	2107 - Landmark Commission Total		**$34,465.00**	**$0.00**	**$34,465.00**				**$0.00**	**$34,465.00**
										$0.00
	2108 - General Operations	Personal Services	$572,940.00		$572,940.00				$0.00	$572,940.00
		O.T.P.S.	$1,770,700.00		$1,770,700.00				$0.00	$1,770,700.00
	2108 - General Operations Total		**$2,343,640.00**	**$0.00**	**$2,343,640.00**				**$0.00**	**$2,343,640.00**
										$0.00
	2201 - Information Technology	Personal Services	$554,888.00		$554,888.00				$0.00	$554,888.00
		O.T.P.S.	$381,194.00		$381,194.00				$0.00	$381,194.00
		Capital	$106,433.00		$106,433.00				$0.00	$106,433.00
	2201 - Information Technology Total		**$1,042,515.00**	**$0.00**	**$1,042,515.00**				**$0.00**	**$1,042,515.00**
										$0.00
	2501 - Community Relations	Personal Services	$686,294.00		$686,294.00				$0.00	$686,294.00
		O.T.P.S.	$172,093.00	$150,000.00	$322,093.00				$0.00	$322,093.00
	2501 - Community Relations Total		**$858,387.00**	**$150,000.00**	**$1,008,387.00**				**$0.00**	**$1,008,387.00**
										$0.00
	3101 - Finance	Personal Services	$970,843.00		$970,843.00				$0.00	$970,843.00
		O.T.P.S.	$346,560.00		$346,560.00				$0.00	$346,560.00
	3101 - Finance Total		**$1,317,403.00**	**$0.00**	**$1,317,403.00**				**$0.00**	**$1,317,403.00**
										$0.00
	3103 - County Auditors Deduction	O.T.P.S.	$250,000.00		$250,000.00				$0.00	$250,000.00
	3103 - County Auditors Deduction Total		**$250,000.00**	**$0.00**	**$250,000.00**				**$0.00**	**$250,000.00**
										$0.00
	3201 - Income Tax	O.T.P.S.	$1,176,750.00		$1,176,750.00				$0.00	$1,176,750.00
	3201 - Income Tax Total		**$1,176,750.00**	**$0.00**	**$1,176,750.00**				**$0.00**	**$1,176,750.00**
										$0.00
	3301 - Human Resources	Personal Services	$401,055.00		$401,055.00				$0.00	$401,055.00
		O.T.P.S.	$103,500.00		$103,500.00				$0.00	$103,500.00
	3301 - Human Resources Total		**$504,555.00**	**$0.00**	**$504,555.00**				**$0.00**	**$504,555.00**
										$0.00
	4101 - Law	Personal Services	$1,118,337.00	$154,000.00	$1,272,337.00				$0.00	$1,272,337.00
		O.T.P.S.	$566,550.00		$566,550.00				$0.00	$566,550.00
		Capital	$15,000.00		$15,000.00				$0.00	$15,000.00
	4101 - Law Total		**$1,699,887.00**	**$154,000.00**	**$1,853,887.00**				**$0.00**	**$1,853,887.00**
										$0.00
	5101 - Planning	Personal Services	$2,814,116.00		$2,814,116.00				$0.00	$2,814,116.00
		O.T.P.S.	$488,910.00	$100,000.00	$588,910.00	$222,170.00	$750,000.00	$250,000.00	$1,222,170.00	$1,811,080.00
		Capital	$21,000.00		$21,000.00				$0.00	$21,000.00
	5101 - Planning Total		**$3,324,026.00**	**$100,000.00**	**$3,424,026.00**				**$1,222,170.00**	**$4,646,196.00**
										$0.00
	5102 - Planning Commission	Personal Services	$7,870.00		$7,870.00				$0.00	$7,870.00
		O.T.P.S.	$200.00		$200.00				$0.00	$200.00
		Capital	$5,350.00		$5,350.00				$0.00	$5,350.00
		Non-Government	$100.00		$100.00				$0.00	$100.00
	5102 - Planning Commission Total		**$13,520.00**	**$0.00**	**$13,520.00**				**$0.00**	**$13,520.00**
										$0.00
	5103 - Board Of Zoning Appeals	Personal Services	$5,475.00		$5,475.00				$0.00	$5,475.00
		O.T.P.S.	$5,600.00		$5,600.00				$0.00	$5,600.00
		Non-Government	$350.00		$350.00				$0.00	$350.00
	5103 - Board Of Zoning Appeals Total		**$11,425.00**	**$0.00**	**$11,425.00**				**$0.00**	**$11,425.00**
										$0.00
	5104 - SID (Spec Impr District)	O.T.P.S.	$524,262.00		$524,262.00				$0.00	$524,262.00
	5104 - SID (Spec Impr District) Total		**$524,262.00**	**$0.00**	**$524,262.00**				**$0.00**	**$524,262.00**
										$0.00
	5106 - Architect Bd of Review	Personal Services	$5,985.00		$5,985.00				$0.00	$5,985.00
		O.T.P.S.	$5,750.00		$5,750.00				$0.00	$5,750.00
		Non-Government	$750.00		$750.00				$0.00	$750.00
	5106 - Architect Bd of Review Total		**$12,485.00**	**$0.00**	**$12,485.00**				**$0.00**	**$12,485.00**
										$0.00
	5303 - CDBG Housing Pres Office	O.T.P.S.	$900,000.00		$900,000.00				$0.00	$900,000.00
	5303 - CDBG Housing Pres Office Total		**$900,000.00**	**$0.00**	**$900,000.00**				**$0.00**	**$900,000.00**
										$0.00
	5602 - SBA Performance Grants	O.T.P.S.	$150,000.00		$150,000.00				$0.00	$150,000.00
	5602 - SBA Performance Grants Total		**$150,000.00**	**$0.00**	**$150,000.00**				**$0.00**	**$150,000.00**
										$0.00
	6201 - Service Admin	Personal Services	$546,512.00		$546,512.00				$0.00	$546,512.00
		O.T.P.S.	$15,085.00		$15,085.00				$0.00	$15,085.00
		Capital	$11,200.00		$11,200.00				$0.00	$11,200.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #	Budget Adj. 3/24/26 Ordinance #	Budget Adjj. 5/4/26 Ordinance #	Adjustments YTD	Amended Budget
	6201 - Service Admin Total		**$572,797.00**	**$0.00**	**$572,797.00**				**$0.00**	**$572,797.00**
										$0.00
	6202 - Capital Projects Admin	O.T.P.S.	$50,000.00		$50,000.00				$0.00	$50,000.00
	6202 - Capital Projects Admin Total		**$50,000.00**	**$0.00**	**$50,000.00**				**$0.00**	**$50,000.00**
										$0.00
	6207 - Vehicle Maintenance	Personal Services	$1,426,723.00		$1,426,723.00				$0.00	$1,426,723.00
		O.T.P.S.	$1,497,690.00		$1,497,690.00				$0.00	$1,497,690.00
		Capital	$32,000.00		$32,000.00				$0.00	$32,000.00
	6207 - Vehicle Maintenance Total		**$2,956,413.00**	**$0.00**	**$2,956,413.00**				**$0.00**	**$2,956,413.00**
										$0.00
	6208 - Street Maintenance	Personal Services	$1,933,887.00		$1,933,887.00				$0.00	$1,933,887.00
		O.T.P.S.	$713,975.00		$713,975.00				$0.00	$713,975.00
		Capital	$21,500.00		$21,500.00				$0.00	$21,500.00
	6208 - Street Maintenance Total		**$2,669,362.00**	**$0.00**	**$2,669,362.00**				**$0.00**	**$2,669,362.00**
										$0.00
	6211 - Traffic Signs & Signals	Personal Services	$77,700.00		$77,700.00				$0.00	$77,700.00
		O.T.P.S.	$233,225.00		$233,225.00				$0.00	$233,225.00
	6211 - Traffic Signs & Signals Total		**$310,925.00**	**$0.00**	**$310,925.00**				**$0.00**	**$310,925.00**
										$0.00
	6225 - DPW Public Property	Personal Services	$852,500.00		$852,500.00				$0.00	$852,500.00
		O.T.P.S.	$1,296,000.00		$1,296,000.00				$0.00	$1,296,000.00
	6225 - DPW Public Property Total		**$2,148,500.00**	**$0.00**	**$2,148,500.00**				**$0.00**	**$2,148,500.00**
										$0.00
	7201 - Police Admin	Personal Services	$14,388,162.00		$14,388,162.00				$0.00	$14,388,162.00
		O.T.P.S.	$733,441.00		$733,441.00				$0.00	$733,441.00
	7201 - Police Admin Total		**$15,121,603.00**	**$0.00**	**$15,121,603.00**				**$0.00**	**$15,121,603.00**
										$0.00
	7202 - Police Academy	Personal Services	$221,500.00		$221,500.00				$0.00	$221,500.00
		O.T.P.S.	$84,000.00		$84,000.00				$0.00	$84,000.00
	7202 - Police Academy Total		**$305,500.00**	**$0.00**	**$305,500.00**				**$0.00**	**$305,500.00**
										$0.00
	7301 - Fire Admin	Personal Services	$12,668,564.00		$12,668,564.00				$0.00	$12,668,564.00
		O.T.P.S.	$507,995.00		$507,995.00				$0.00	$507,995.00
	7301 - Fire Admin Total		**$13,176,559.00**	**$0.00**	**$13,176,559.00**				**$0.00**	**$13,176,559.00**
										$0.00
	7302 - Joint Dispatch Office	O.T.P.S.	$1,194,309.00		$1,194,309.00				$0.00	$1,194,309.00
	7302 - Joint Dispatch Office Total		**$1,194,309.00**	**$0.00**	**$1,194,309.00**				**$0.00**	**$1,194,309.00**
										$0.00
	7303 - Fire Prevention	Personal Services	$262,269.00		$262,269.00				$0.00	$262,269.00
		O.T.P.S.	$26,451.00		$26,451.00				$0.00	$26,451.00
		Capital	$3,000.00		$3,000.00				$0.00	$3,000.00
	7303 - Fire Prevention Total		**$291,720.00**	**$0.00**	**$291,720.00**				**$0.00**	**$291,720.00**
										$0.00
	7401 - Building Services	O.T.P.S.	$154,300.00		$154,300.00				$0.00	$154,300.00
		Non-Government	$5,000.00		$5,000.00				$0.00	$5,000.00
	7401 - Building Services Total		**$159,300.00**	**$0.00**	**$159,300.00**				**$0.00**	**$159,300.00**
										$0.00
	7402 - Housing Inspections	Personal Services	$3,215.00		$3,215.00				$0.00	$3,215.00
		O.T.P.S.	$160,900.00		$160,900.00				$0.00	$160,900.00
		Non-Government	$4,000.00		$4,000.00				$0.00	$4,000.00
	7402 - Housing Inspections Total		**$168,115.00**	**$0.00**	**$168,115.00**				**$0.00**	**$168,115.00**
										$0.00
	8101 - Community Services Admin	O.T.P.S.	$7,480.00		$7,480.00				$0.00	$7,480.00
	8101 - Community Services Admin Total		**$7,480.00**	**$0.00**	**$7,480.00**				**$0.00**	**$7,480.00**
										$0.00
	8201 - Public Prop/Park Maint	Personal Services	$1,053,810.00		$1,053,810.00				$0.00	$1,053,810.00
		O.T.P.S.	$226,000.00		$226,000.00				$0.00	$226,000.00
	8201 - Public Prop/Park Maint Total		**$1,279,810.00**	**$0.00**	**$1,279,810.00**				**$0.00**	**$1,279,810.00**
										$0.00
	8401 - Parks & Recreation Admin	Personal Services	$1,180,627.00		$1,180,627.00				$0.00	$1,180,627.00
		O.T.P.S.	$51,500.00		$51,500.00				$0.00	$51,500.00
	8401 - Parks & Recreation Admin Total		**$1,232,127.00**	**$0.00**	**$1,232,127.00**				**$0.00**	**$1,232,127.00**
										$0.00
	8402 - Playgrounds	O.T.P.S.	$76,200.00		$76,200.00				$0.00	$76,200.00
	8402 - Playgrounds Total		**$76,200.00**	**$0.00**	**$76,200.00**				**$0.00**	**$76,200.00**
										$0.00
	8403 - Swimming Pools	Personal Services	$407,200.00		$407,200.00				$0.00	$407,200.00
		O.T.P.S.	$230,300.00		$230,300.00				$0.00	$230,300.00
	8403 - Swimming Pools Total		**$637,500.00**	**$0.00**	**$637,500.00**				**$0.00**	**$637,500.00**
										$0.00
	8405 - Ice Programs	Personal Services	$311,000.00		$311,000.00				$0.00	$311,000.00
		O.T.P.S.	$40,250.00		$40,250.00				$0.00	$40,250.00
	8405 - Ice Programs Total		**$351,250.00**	**$0.00**	**$351,250.00**				**$0.00**	**$351,250.00**
										$0.00
	8406 - General Recreation Prog	Personal Services	$156,152.00		$156,152.00				$0.00	$156,152.00
		O.T.P.S.	$243,400.00		$243,400.00				$0.00	$243,400.00
	8406 - General Recreation Prog Total		**$399,552.00**	**$0.00**	**$399,552.00**				**$0.00**	**$399,552.00**
										$0.00
	8409 - Sports Programs	Personal Services	$145,600.00		$145,600.00				$0.00	$145,600.00
		O.T.P.S.	$119,750.00		$119,750.00				$0.00	$119,750.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #	Budget Adj. 3/24/26 Ordinance #	Budget Adjj. 5/4/26 Ordinance #	Adjustments YTD	Amended Budget
	8409 - Sports Programs Total		**$265,350.00**	**$0.00**	**$265,350.00**				**$0.00**	**$265,350.00**
										$0.00
	8411 - Community Center Admin	Personal Services	$699,097.00		$699,097.00				$0.00	$699,097.00
		O.T.P.S.	$424,100.00		$424,100.00				$0.00	$424,100.00
		Non-Government	$1,400.00		$1,400.00				$0.00	$1,400.00
	8411 - Community Center Admin Total		**$1,124,597.00**	**$0.00**	**$1,124,597.00**				**$0.00**	**$1,124,597.00**
										$0.00
	8501 - Office On Aging Admin	Personal Services	$214,965.00		$214,965.00				$0.00	$214,965.00
		O.T.P.S.	$40,110.00		$40,110.00				$0.00	$40,110.00
	8501 - Office On Aging Admin Total		**$255,075.00**	**$0.00**	**$255,075.00**				**$0.00**	**$255,075.00**
										$0.00
	8601 - Public Health Admin	O.T.P.S.	$375,000.00		$375,000.00				$0.00	$375,000.00
	8601 - Public Health Admin Total		**$375,000.00**	**$0.00**	**$375,000.00**				**$0.00**	**$375,000.00**
										$0.00
	8701 - Animal Protection	O.T.P.S.	$75,000.00		$75,000.00				$0.00	$75,000.00
	8701 - Animal Protection Total		**$75,000.00**	**$0.00**	**$75,000.00**				**$0.00**	**$75,000.00**
										$0.00
	9101 - Municipal Court	Personal Services	$1,374,379.00		$1,374,379.00				$0.00	$1,374,379.00
		O.T.P.S.	$182,500.00		$182,500.00				$0.00	$182,500.00
	9101 - Municipal Court Total		**$1,556,879.00**	**$0.00**	**$1,556,879.00**				**$0.00**	**$1,556,879.00**
										$0.00
101 - General Total			**$62,231,293.00**	**$404,000.00**	**$62,635,293.00**				**$0.00**	**$62,635,293.00**
									$0.00	$0.00
201 - Street Constr, Maint	6201 - Maint,Service Admin	Personal Services	$42,335.00		$42,335.00				$0.00	$42,335.00
	6201 - Maint,Service Admin Total		**$42,335.00**	**$0.00**	**$42,335.00**				**$0.00**	**$42,335.00**
										$0.00
	6208 - Maint,Street Maintenance	Personal Services	$102,444.00		$102,444.00				$0.00	$102,444.00
		O.T.P.S.	$500.00		$500.00				$0.00	$500.00
	6208 - Maint,Street Maintenance Total		**$102,944.00**	**$0.00**	**$102,944.00**				**$0.00**	**$102,944.00**
									$0.00	$0.00
	6211 - Maint,Traffic Signs & Signals	Capital	$40,000.00		$40,000.00				$0.00	$40,000.00
	6211 - Maint,Traffic Signs & Signals Total		**$40,000.00**	**$0.00**	**$40,000.00**				**$0.00**	**$40,000.00**
									$0.00	$0.00
	6213 - Maint,Monticello Blvd	O.T.P.S.	$37,801.00		$37,801.00				$0.00	$37,801.00
	6213 - Maint,Monticello Blvd Total		**$37,801.00**	**$0.00**	**$37,801.00**				**$0.00**	**$37,801.00**
									$0.00	$0.00
	6215 - Maint,Road Repaving-State/Cnty	O.T.P.S.	$1,992.00		$1,992.00				$0.00	$1,992.00
	6215 - Maint,Road Repaving-State/Cnty Total		**$1,992.00**	**$0.00**	**$1,992.00**				**$0.00**	**$1,992.00**
									$0.00	$0.00
	6220 - Maint,Taylor Road	O.T.P.S.	$63,800.00		$63,800.00				$0.00	$63,800.00
	6220 - Maint,Taylor Road Total		**$63,800.00**	**$0.00**	**$63,800.00**				**$0.00**	**$63,800.00**
									$0.00	$0.00
	6236 - Maint,Annual Street Surface	Capital	$4,000,000.00	$1,500,000.00	$5,500,000.00				$0.00	$5,500,000.00
	6236 - Maint,Annual Street Surface Total		**$4,000,000.00**	**$1,500,000.00**	**$5,500,000.00**				**$0.00**	**$5,500,000.00**
									$0.00	$0.00
	6312 - Maint,Meadowbrook Blvd Rehab	O.T.P.S.	$118,921.00		$118,921.00				$0.00	$118,921.00
	6312 - Maint,Meadowbrook Blvd Rehab Total		**$118,921.00**	**$0.00**	**$118,921.00**				**$0.00**	**$118,921.00**
									$0.00	$0.00
201 - Street Constr, Maint Total			**$4,407,793.00**	**$1,500,000.00**	**$5,907,793.00**				**$0.00**	**$5,907,793.00**
									$0.00	$0.00
206 - Law Enforcement	7205 - Law Enforcement	O.T.P.S.	$64,200.00		$64,200.00				$0.00	$64,200.00
	7205 - Law Enforcement Total		**$64,200.00**	**$0.00**	**$64,200.00**				**$0.00**	**$64,200.00**
									$0.00	$0.00
	7210 - Law Enforcement Grants	Capital	$41,400.00		$41,400.00				$0.00	$41,400.00
	7210 - Law Enforcement Grants Total		**$41,400.00**	**$0.00**	**$41,400.00**				**$0.00**	**$41,400.00**
									$0.00	$0.00
206 - Law Enforcement Total			**$105,600.00**	**$0.00**	**$105,600.00**				**$0.00**	**$105,600.00**
									$0.00	$0.00
207 - Drug Law Enforcement	7206 - Drug Law Enforcement	Personal Services	$62,000.00		$62,000.00				$0.00	$62,000.00
		O.T.P.S.	$107,500.00		$107,500.00				$0.00	$107,500.00
		Capital	$45,000.00		$45,000.00				$0.00	$45,000.00
	7206 - Drug Law Enforcement Total		**$214,500.00**	**$0.00**	**$214,500.00**				**$0.00**	**$214,500.00**
									$0.00	$0.00
207 - Drug Law Enforcement Total			**$214,500.00**	**$0.00**	**$214,500.00**				**$0.00**	**$214,500.00**
									$0.00	$0.00
208 - CDBG Resource	5201 - CDBG Financial Admin	Personal Services	$7,437.00		$7,437.00				$0.00	$7,437.00
	5201 - CDBG Financial Admin Total		**$7,437.00**	**$0.00**	**$7,437.00**				**$0.00**	**$7,437.00**
									$0.00	$0.00
	5203 - CDBG Admin Contracts	O.T.P.S.	$460,000.00		$460,000.00				$0.00	$460,000.00
		Capital	$570,000.00		$570,000.00				$0.00	$570,000.00
	5203 - CDBG Admin Contracts Total		**$1,030,000.00**	**$0.00**	**$1,030,000.00**				**$0.00**	**$1,030,000.00**
									$0.00	$0.00
	5220 - CDBG Office On Aging	Personal Services	$40,510.00		$40,510.00				$0.00	$40,510.00
	5220 - CDBG Office On Aging Total		**$40,510.00**	**$0.00**	**$40,510.00**				**$0.00**	**$40,510.00**
									$0.00	$0.00
	5222 - Economic Development	Personal Services	$149,300.00		$149,300.00				$0.00	$149,300.00
		O.T.P.S.	$1,295,000.00		$1,295,000.00				$0.00	$1,295,000.00
	5222 - Economic Development Total		**$1,444,300.00**	**$0.00**	**$1,444,300.00**				**$0.00**	**$1,444,300.00**
									$0.00	$0.00
	5224 - CDBG Admin	Personal Services	$152,255.00		$152,255.00				$0.00	$152,255.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #	Budget Adj. 3/24/26 Ordinance #	Budget Adjj. 5/4/26 Ordinance #	Adjustments YTD	Amended Budget
		O.T.P.S.	$19,500.00		$19,500.00				$0.00	$19,500.00
	5224 - CDBG Admin Total		**$171,755.00**	**$0.00**	**$171,755.00**				**$0.00**	**$171,755.00**
									$0.00	$0.00
	5225 - CDBG Parkland	O.T.P.S.	$207,000.00		$207,000.00				$0.00	$207,000.00
	5225 - CDBG Parkland Total		**$207,000.00**	**$0.00**	**$207,000.00**				**$0.00**	**$207,000.00**
									$0.00	$0.00
	5228 - CDBG Public Works	O.T.P.S.	$146,486.00		$146,486.00				$0.00	$146,486.00
		Capital	$489,394.00		$489,394.00				$0.00	$489,394.00
	5228 - CDBG Public Works Total		**$635,880.00**	**$0.00**	**$635,880.00**				**$0.00**	**$635,880.00**
									$0.00	$0.00
	5301 - CDBG Home Repair Resource	O.T.P.S.	$233,536.00		$233,536.00				$0.00	$233,536.00
	5301 - CDBG Home Repair Resource Total		**$233,536.00**	**$0.00**	**$233,536.00**				**$0.00**	**$233,536.00**
									$0.00	$0.00
	5303 - CDBG Housing Pres Office	Personal Services	$365,119.00		$365,119.00				$0.00	$365,119.00
		O.T.P.S.	$588,500.00		$588,500.00				$0.00	$588,500.00
	5303 - CDBG Housing Pres Office Total		**$953,619.00**	**$0.00**	**$953,619.00**				**$0.00**	**$953,619.00**
									$0.00	$0.00
	5304 - CDBG Code Enforcement	Personal Services	$143,106.00		$143,106.00				$0.00	$143,106.00
	5304 - CDBG Code Enforcement Total		**$143,106.00**	**$0.00**	**$143,106.00**				**$0.00**	**$143,106.00**
									$0.00	$0.00
	5306 - CDBG Neighborhood Relate	Personal Services	$2,934.00		$2,934.00				$0.00	$2,934.00
	5306 - CDBG Neighborhood Relate Total		**$2,934.00**	**$0.00**	**$2,934.00**				**$0.00**	**$2,934.00**
									$0.00	$0.00
	5309 - GIS	Personal Services	$59,125.00		$59,125.00				$0.00	$59,125.00
		Capital	$5,500.00		$5,500.00				$0.00	$5,500.00
	5309 - GIS Total		**$64,625.00**	**$0.00**	**$64,625.00**				**$0.00**	**$64,625.00**
									$0.00	$0.00
	8407 - Child Care/Summer Program	O.T.P.S.	$21,000.00		$21,000.00				$0.00	$21,000.00
	8407 - Child Care/Summer Program Total		**$21,000.00**	**$0.00**	**$21,000.00**				**$0.00**	**$21,000.00**
									$0.00	$0.00
208 - CDBG Resource Total			**$4,955,702.00**	**$0.00**	**$4,955,702.00**				**$0.00**	**$4,955,702.00**
										$0.00
211 - Home Program	5503 - HOME Admin	O.T.P.S.	$765,000.00		$765,000.00				$0.00	$765,000.00
	5503 - HOME Admin Total		**$765,000.00**	**$0.00**	**$765,000.00**				**$0.00**	**$765,000.00**
										$0.00
	5504 - Contingency-HOME	O.T.P.S.	$600,000.00		$600,000.00				$0.00	$600,000.00
	5504 - Contingency-HOME Total		**$600,000.00**	**$0.00**	**$600,000.00**				**$0.00**	**$600,000.00**
									$0.00	$0.00
211 - Home Program Total			**$1,365,000.00**	**$0.00**	**$1,365,000.00**				**$0.00**	**$1,365,000.00**
										$0.00
213 - Police Facility Impr Fund	7201 - Police Admin	O.T.P.S.	$21,000.00		$21,000.00				$0.00	$21,000.00
	7201 - Police Admin Total		**$21,000.00**	**$0.00**	**$21,000.00**				**$0.00**	**$21,000.00**
									$0.00	$0.00
213 - Police Facility Impr Fund Total			**$21,000.00**	**$0.00**	**$21,000.00**				**$0.00**	**$21,000.00**
										$0.00
214 - Local Programming	2108 - General Operations	O.T.P.S.	$74,000.00		$74,000.00				$0.00	$74,000.00
	2108 - General Operations Total		**$74,000.00**	**$0.00**	**$74,000.00**				**$0.00**	**$74,000.00**
										$0.00
	2201 - Information Technology	Capital	$25,000.00		$25,000.00				$0.00	$25,000.00
	2201 - Information Technology Total		**$25,000.00**	**$0.00**	**$25,000.00**				**$0.00**	**$25,000.00**
										$0.00
	2502 - Public Relations	Personal Services	$15,450.00		$15,450.00				$0.00	$15,450.00
	2502 - Public Relations Total		**$15,450.00**	**$0.00**	**$15,450.00**				**$0.00**	**$15,450.00**
										$0.00
	2601 - Cable TV Admin	Personal Services	$60.00		$60.00				$0.00	$60.00
		O.T.P.S.	$207,400.00		$207,400.00				$0.00	$207,400.00
		Capital	$119,000.00		$119,000.00				$0.00	$119,000.00
	2601 - Cable TV Admin Total		**$326,460.00**	**$0.00**	**$326,460.00**				**$0.00**	**$326,460.00**
									$0.00	$0.00
214 - Local Programming Total			**$440,910.00**	**$0.00**	**$440,910.00**				**$0.00**	**$440,910.00**
										$0.00
215 - Cain Park Operating	8901 - Cain Park Admin/Start-Up	Personal Services	$379,608.00		$379,608.00				$0.00	$379,608.00
		O.T.P.S.	$2,079,700.00		$2,079,700.00				$0.00	$2,079,700.00
	8901 - Cain Park Admin/Start-Up Total		**$2,459,308.00**	**$0.00**	**$2,459,308.00**				**$0.00**	**$2,459,308.00**
									$0.00	$0.00
	8905 - Arts Festival/Art Gallery	O.T.P.S.	$54,000.00		$54,000.00				$0.00	$54,000.00
	8905 - Arts Festival/Art Gallery Total		**$54,000.00**	**$0.00**	**$54,000.00**				**$0.00**	**$54,000.00**
										$0.00
	8906 - Theater	O.T.P.S.	$164,500.00		$164,500.00				$0.00	$164,500.00
	8906 - Theater Total		**$164,500.00**	**$0.00**	**$164,500.00**				**$0.00**	**$164,500.00**
									$0.00	$0.00
215 - Cain Park Operating Total			**$2,677,808.00**	**$0.00**	**$2,677,808.00**				**$0.00**	**$2,677,808.00**
										$0.00
216 - Rec Fac Imp Fund	8301 - Park Maintenance Admin	O.T.P.S.	$209,000.00		$209,000.00				$0.00	$209,000.00
	8301 - Park Maintenance Admin Total		**$209,000.00**	**$0.00**	**$209,000.00**				**$0.00**	**$209,000.00**
									$0.00	$0.00
216 - Rec Fac Imp Fund Total			**$209,000.00**	**$0.00**	**$209,000.00**				**$0.00**	**$209,000.00**
										$0.00
221 - Indigent DUI Treatment	9101 - Municipal Court	O.T.P.S.	$14,500.00		$14,500.00				$0.00	$14,500.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #	Budget Adj. 3/24/26 Ordinance #	Budget Adjj. 5/4/26 Ordinance #	Adjustments YTD	Amended Budget
	9101 - Municipal Court Total		**$14,500.00**	**$0.00**	**$14,500.00**				**$0.00**	**$14,500.00**
									$0.00	$0.00
221 - Indigent DUI Treatment Total			**$14,500.00**	**$0.00**	**$14,500.00**				**$0.00**	**$14,500.00**
										$0.00
222 - Muni Ct-Computerization	9101 - Municipal Court	Personal Services	$9,816.00		$9,816.00				$0.00	$9,816.00
		O.T.P.S.	$40,000.00		$40,000.00				$0.00	$40,000.00
		Capital	$15,000.00		$15,000.00				$0.00	$15,000.00
	9101 - Municipal Court Total		**$64,816.00**	**$0.00**	**$64,816.00**				**$0.00**	**$64,816.00**
									$0.00	$0.00
222 - Muni Ct-Computerization Total			**$64,816.00**	**$0.00**	**$64,816.00**				**$0.00**	**$64,816.00**
										$0.00
225 - Muni Ct Special Projects	9101 - Municipal Court	Personal Services	$24,879.00		$24,879.00				$0.00	$24,879.00
		O.T.P.S.	$33,500.00		$33,500.00				$0.00	$33,500.00
		Capital	$55,000.00		$55,000.00				$0.00	$55,000.00
	9101 - Municipal Court Total		**$113,379.00**	**$0.00**	**$113,379.00**				**$0.00**	**$113,379.00**
									$0.00	$0.00
225 - Muni Ct Special Projects Total			**$113,379.00**	**$0.00**	**$113,379.00**				**$0.00**	**$113,379.00**
										$0.00
226 - Lead Safe Cuyahoga	5303 - CDBG Housing Pres Office	Personal Services	$46,127.00		$46,127.00	$78,897.50			$78,897.50	$125,024.50
	5303 - CDBG Housing Pres Office Total		**$46,127.00**	**$0.00**	**$46,127.00**				**$78,897.50**	**$125,024.50**
										$0.00
	5701 - Housing Program Grants	Personal Services	$47,042.00		$47,042.00	$75,845.00			$75,845.00	$122,887.00
		O.T.P.S.	$100,000.00		$100,000.00				$0.00	$100,000.00
	5701 - Housing Program Grants Total		**$147,042.00**	**$0.00**	**$147,042.00**				**$75,845.00**	**$222,887.00**
									$0.00	$0.00
226 - Lead Safe Cuyahoga Total			**$193,169.00**	**$0.00**	**$193,169.00**				**$0.00**	**$193,169.00**
									$0.00	$0.00
228 - CDBG-COVID	5203 - CDBG Admin Contracts	O.T.P.S.	$100,000.00		$100,000.00				$0.00	$100,000.00
	5203 - CDBG Admin Contracts Total		**$100,000.00**	**$0.00**	**$100,000.00**				**$0.00**	**$100,000.00**
									$0.00	$0.00
	5220 - CDBG Office On Aging	O.T.P.S.	$2,352.00		$2,352.00				$0.00	$2,352.00
	5220 - CDBG Office On Aging Total		**$2,352.00**	**$0.00**	**$2,352.00**				**$0.00**	**$2,352.00**
									$0.00	$0.00
	5224 - CDBG Admin	O.T.P.S.	$12,460.00		$12,460.00				$0.00	$12,460.00
	5224 - CDBG Admin Total		**$12,460.00**	**$0.00**	**$12,460.00**				**$0.00**	**$12,460.00**
									$0.00	$0.00
	5228 - CDBG Public Works	Capital	$93,038.00		$93,038.00				$0.00	$93,038.00
	5228 - CDBG Public Works Total		**$93,038.00**	**$0.00**	**$93,038.00**				**$0.00**	**$93,038.00**
									$0.00	$0.00
228 - CDBG-COVID Total			**$207,850.00**	**$0.00**	**$207,850.00**				**$0.00**	**$207,850.00**
									$0.00	$0.00
230 - Street Lighting	3101 - Finance	O.T.P.S.	$15,000.00		$15,000.00				$0.00	$15,000.00
	3101 - Finance Total		**$15,000.00**	**$0.00**	**$15,000.00**				**$0.00**	**$15,000.00**
									$0.00	$0.00
	6211 - Traffic Signs & Signals	O.T.P.S.	$1,025,000.00		$1,025,000.00				$0.00	$1,025,000.00
	6211 - Traffic Signs & Signals Total		**$1,025,000.00**	**$0.00**	**$1,025,000.00**				**$0.00**	**$1,025,000.00**
									$0.00	$0.00
230 - Street Lighting Total			**$1,040,000.00**	**$0.00**	**$1,040,000.00**				**$0.00**	**$1,040,000.00**
									$0.00	$0.00
231 - Tree	8801 - Forestry	Personal Services	$918,965.00		$918,965.00				$0.00	$918,965.00
		O.T.P.S.	$503,505.00		$503,505.00				$0.00	$503,505.00
		Capital	$302,000.00		$302,000.00				$0.00	$302,000.00
	8801 - Forestry Total		**$1,724,470.00**	**$0.00**	**$1,724,470.00**				**$0.00**	**$1,724,470.00**
									$0.00	$0.00
231 - Tree Total			**$1,724,470.00**	**$0.00**	**$1,724,470.00**				**$0.00**	**$1,724,470.00**
									$0.00	$0.00
232 - Police Pension	7201 - Police Admin	Personal Services	$382,650.00		$382,650.00				$0.00	$382,650.00
	7201 - Police Admin Total		**$382,650.00**	**$0.00**	**$382,650.00**				**$0.00**	**$382,650.00**
									$0.00	$0.00
232 - Police Pension Total			**$382,650.00**	**$0.00**	**$382,650.00**				**$0.00**	**$382,650.00**
									$0.00	$0.00
233 - Fire Pension	7301 - Fire Admin	Personal Services	$382,650.00		$382,650.00				$0.00	$382,650.00
	7301 - Fire Admin Total		**$382,650.00**	**$0.00**	**$382,650.00**				**$0.00**	**$382,650.00**
									$0.00	$0.00
233 - Fire Pension Total			**$382,650.00**	**$0.00**	**$382,650.00**				**$0.00**	**$382,650.00**
									$0.00	$0.00
234 - Earned Benefits	2108 - General Operations	Personal Services	$300,000.00		$300,000.00				$0.00	$300,000.00
	2108 - General Operations Total		**$300,000.00**	**$0.00**	**$300,000.00**				**$0.00**	**$300,000.00**
									$0.00	$0.00
234 - Earned Benefits Total			**$300,000.00**	**$0.00**	**$300,000.00**				**$0.00**	**$300,000.00**
									$0.00	$0.00
240 - Federal Miscellaneous Grants	5101 - Planning	O.T.P.S.	$1,500,000.00		$1,500,000.00				$0.00	$1,500,000.00
	5101 - Planning Total		**$1,500,000.00**	**$0.00**	**$1,500,000.00**				**$0.00**	**$1,500,000.00**
	7201 - Police Admin	Personal Services	$48,411.00		$48,411.00				$0.00	$48,411.00
		Capital	$0.00	$0.00	$0.00	$300,000.00			$300,000.00	$300,000.00
	7201 - Police Admin Total		**$48,411.00**	**$0.00**	**$48,411.00**				**$300,000.00**	**$348,411.00**

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Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #	Budget Adj. 3/24/26 Ordinance #	Budget Adjj. 5/4/26 Ordinance #	Adjustments YTD	Amended Budget
240 - Federal Miscellaneous Grants Total			**$1,548,411.00**	**$0.00**	**$1,548,411.00**				**$0.00**	**$1,548,411.00**
									$0.00	**$0.00**
244 - NOPEC Fund	3101 - Finance	O.T.P.S.	$0.00	$230,000.00	$230,000.00				$0.00	$230,000.00
	3101 - Finance Total		**$0.00**	**$230,000.00**	**$230,000.00**				**$0.00**	**$230,000.00**
									$0.00	$0.00
260 - Top of the Hill TIFF Total			**$0.00**	**$230,000.00**	**$230,000.00**				**$0.00**	**$230,000.00**
									$0.00	**$0.00**
260 - Top of the Hill TIFF Fund	3101 - Finance	O.T.P.S.	$0.00	$1,500,000.00	$1,500,000.00				$0.00	$1,500,000.00
	3101 - Finance Total		**$0.00**	**$1,500,000.00**	**$1,500,000.00**				**$0.00**	**$1,500,000.00**
									$0.00	$0.00
260 - Top of the Hill TIFF Total			**$0.00**	**$1,500,000.00**	**$1,500,000.00**				**$0.00**	**$1,500,000.00**
									$0.00	$0.00
301 - G.O. Bond Retirement	3101 - Finance	O.T.P.S.	$3,164,927.00		$3,164,927.00				$0.00	$3,164,927.00
	3101 - Finance Total		**$3,164,927.00**	**$0.00**	**$3,164,927.00**				**$0.00**	**$3,164,927.00**
									$0.00	$0.00
301 - G.O. Bond Retirement Total			**$3,164,927.00**	**$0.00**	**$3,164,927.00**				**$0.00**	**$3,164,927.00**
									$0.00	$0.00
402 - Financed Capital Projects	1101 - City Council	Capital	$3,700.00		$3,700.00				$0.00	$3,700.00
	1101 - City Council Total		**$3,700.00**	**$0.00**	**$3,700.00**				**$0.00**	**$3,700.00**
									$0.00	$0.00
	2201 - Information Technology	Capital	$759,107.00		$759,107.00				$0.00	$759,107.00
	2201 - Information Technology Total		**$759,107.00**	**$0.00**	**$759,107.00**				**$0.00**	**$759,107.00**
									$0.00	$0.00
	5101 - Planning	Capital	$1,236,000.00		$1,236,000.00		$750,000.00		$750,000.00	$1,986,000.00
	5101 - Planning Total		**$1,236,000.00**	**$0.00**	**$1,236,000.00**				**$750,000.00**	**$1,986,000.00**
									$0.00	$0.00
	6201 - Service Admin	Capital	$1,673,500.00	($67,500.00)	$1,606,000.00				$0.00	$1,606,000.00
	6201 - Service Admin Total		**$1,673,500.00**	**($67,500.00)**	**$1,606,000.00**				**$0.00**	**$1,606,000.00**
									$0.00	$0.00
	7201 - Police Admin	Capital	$412,512.00		$412,512.00				$0.00	$412,512.00
	7201 - Police Admin Total		**$412,512.00**	**$0.00**	**$412,512.00**				**$0.00**	**$412,512.00**
									$0.00	$0.00
	7301 - Fire Admin	Capital	$190,000.00		$190,000.00				$0.00	$190,000.00
	7301 - Fire Admin Total		**$190,000.00**	**$0.00**	**$190,000.00**				**$0.00**	**$190,000.00**
									$0.00	$0.00
	7402 - Housing Inspections	Capital	$3,000.00		$3,000.00				$0.00	$3,000.00
	7402 - Housing Inspections Total		**$3,000.00**	**$0.00**	**$3,000.00**				**$0.00**	**$3,000.00**
									$0.00	$0.00
	8201 - Public Prop/Park Maint	Capital	$1,234,950.00		$1,234,950.00				$0.00	$1,234,950.00
	8201 - Public Prop/Park Maint Total		**$1,234,950.00**	**$0.00**	**$1,234,950.00**				**$0.00**	**$1,234,950.00**
									$0.00	$0.00
402 - Financed Capital Projects Total			**$5,512,769.00**	**($67,500.00)**	**$5,445,269.00**				**$0.00**	**$5,445,269.00**
									$0.00	$0.00
411 - Economic Development	5101 - Planning	O.T.P.S.	$151,850.00		$151,850.00				$0.00	$151,850.00
		Capital	$60,000.00		$60,000.00				$0.00	$60,000.00
	5101 - Planning Total		**$211,850.00**	**$0.00**	**$211,850.00**				**$0.00**	**$211,850.00**
									$0.00	$0.00
411 - Economic Development Total			**$211,850.00**	**$0.00**	**$211,850.00**				**$0.00**	**$211,850.00**
									$0.00	$0.00
412 - City Hall Maint & Repair	2102 - City Hall Maint/Repair	O.T.P.S.	$21,000.00		$21,000.00				$0.00	$21,000.00
	2102 - City Hall Maint/Repair Total		**$21,000.00**	**$0.00**	**$21,000.00**				**$0.00**	**$21,000.00**
									$0.00	$0.00
412 - City Hall Maint & Repair Total			**$21,000.00**	**$0.00**	**$21,000.00**				**$0.00**	**$21,000.00**
									$0.00	$0.00
416 - Refuse Capital Fund	6203 - Refuse Coll/Transfer Sta	Capital	$1,015,000.00	$1,050,000.00	$2,065,000.00				$0.00	$2,065,000.00
	6203 - Refuse Coll/Transfer Sta Total		**$1,015,000.00**	**$1,050,000.00**	**$2,065,000.00**				**$0.00**	**$2,065,000.00**
									$0.00	$0.00
416 - Refuse Capital Fund Total			**$1,015,000.00**	**$1,050,000.00**	**$2,065,000.00**				**$0.00**	**$2,065,000.00**
									$0.00	$0.00
601 - Water Administration	6302 - Water Distribution	Capital	$1,914,540.00		$1,914,540.00				$0.00	$1,914,540.00
	6302 - Water Distribution Total		**$1,914,540.00**	**$0.00**	**$1,914,540.00**				**$0.00**	**$1,914,540.00**
									$0.00	$0.00
	6314 - Runnymede/Quilliams Wtr	O.T.P.S.	$20,206.00		$20,206.00				$0.00	$20,206.00
	6314 - Runnymede/Quilliams Wtr Total		**$20,206.00**	**$0.00**	**$20,206.00**				**$0.00**	**$20,206.00**
									$0.00	$0.00
601 - Water Administration Total			**$1,934,746.00**	**$0.00**	**$1,934,746.00**				**$0.00**	**$1,934,746.00**
									$0.00	$0.00
602 - Sewerage Disposal	6205 - Sewer Maintenance	Personal Services	$1,530,953.00		$1,530,953.00				$0.00	$1,530,953.00
		O.T.P.S.	$792,350.00		$792,350.00				$0.00	$792,350.00
		Capital	$8,767,000.00		$8,767,000.00				$0.00	$8,767,000.00
		Non-Government	$10,000.00		$10,000.00				$0.00	$10,000.00
	6205 - Sewer Maintenance Total		**$11,100,303.00**	**$0.00**	**$11,100,303.00**				**$0.00**	**$11,100,303.00**
									$0.00	$0.00
602 - Sewerage Disposal Total			**$11,100,303.00**	**$0.00**	**$11,100,303.00**				**$0.00**	**$11,100,303.00**
									$0.00	$0.00
603 - Parking Fund	6210 - Parking Department	O.T.P.S.	$803,000.00		$803,000.00				$0.00	$803,000.00
		Non-Government	$2,500.00		$2,500.00				$0.00	$2,500.00
	6210 - Parking Department Total		**$805,500.00**	**$0.00**	**$805,500.00**				**$0.00**	**$805,500.00**
									$0.00	$0.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #	Budget Adj. 3/24/26 Ordinance #	Budget Adjj. 5/4/26 Ordinance #	Adjustments YTD	Amended Budget
603 - Parking Fund Total			**$805,500.00**	**$0.00**	**$805,500.00**				**$0.00**	**$805,500.00**
									$0.00	$0.00
605 - Refuse Fund	6203 - Refuse Coll/Transfer Sta	Personal Services	$2,835,862.00		$2,835,862.00				$0.00	$2,835,862.00
		O.T.P.S.	$1,536,723.00		$1,536,723.00				$0.00	$1,536,723.00
		Capital	$25,000.00		$25,000.00				$0.00	$25,000.00
	6203 - Refuse Coll/Transfer Sta Total		**$4,397,585.00**	**$0.00**	**$4,397,585.00**				**$0.00**	**$4,397,585.00**
									$0.00	$0.00
605 - Refuse Fund Total			**$4,397,585.00**	**$0.00**	**$4,397,585.00**				**$0.00**	**$4,397,585.00**
									$0.00	$0.00
606 - ALS Ambulance Services	7304 - ALS Ambulance Services	Personal Services	$651,746.00		$651,746.00				$0.00	$651,746.00
		O.T.P.S.	$587,760.00		$587,760.00				$0.00	$587,760.00
		Capital	$261,986.00		$261,986.00				$0.00	$261,986.00
	7304 - ALS Ambulance Services Total		**$1,501,492.00**	**$0.00**	**$1,501,492.00**				**$0.00**	**$1,501,492.00**
									$0.00	$0.00
606 - ALS Ambulance Services Total			**$1,501,492.00**	**$0.00**	**$1,501,492.00**				**$0.00**	**$1,501,492.00**
									$0.00	$0.00
701 - Hospitalization Self-Ins	3101 - Finance	Personal Services	$10,128,787.00		$10,128,787.00				$0.00	$10,128,787.00
	3101 - Finance Total		**$10,128,787.00**	**$0.00**	**$10,128,787.00**				**$0.00**	**$10,128,787.00**
									$0.00	$0.00
701 - Hospitalization Self-Ins Total			**$10,128,787.00**	**$0.00**	**$10,128,787.00**				**$0.00**	**$10,128,787.00**
									$0.00	$0.00
804 - Off/Aging Donations	8501 - Office On Aging Admin	O.T.P.S.	$1,750.00		$1,750.00				$0.00	$1,750.00
	8501 - Office On Aging Admin Total		**$1,750.00**	**$0.00**	**$1,750.00**				**$0.00**	**$1,750.00**
									$0.00	$0.00
804 - Off/Aging Donations Total			**$1,750.00**	**$0.00**	**$1,750.00**				**$0.00**	**$1,750.00**
									$0.00	$0.00
808 - Youth Recreation Donation	8101 - Community Services Admin	Non-Government	$20,000.00		$20,000.00				$0.00	$20,000.00
	8101 - Community Services Admin Total		**$20,000.00**	**$0.00**	**$20,000.00**				**$0.00**	**$20,000.00**
									$0.00	$0.00
808 - Youth Recreation Donation Total			**$20,000.00**	**$0.00**	**$20,000.00**				**$0.00**	**$20,000.00**
									$0.00	$0.00
811 - Juvenile Diversion Prog	7209 - Juvenile Diversion Prog	O.T.P.S.	$12,000.00		$12,000.00				$0.00	$12,000.00
	7209 - Juvenile Diversion Prog Total		**$12,000.00**	**$0.00**	**$12,000.00**				**$0.00**	**$12,000.00**
									$0.00	$0.00
811 - Juvenile Diversion Prog Total			**$12,000.00**	**$0.00**	**$12,000.00**				**$0.00**	**$12,000.00**
									$0.00	$0.00
850 - Flexible Spending Account	3101 - Finance	Personal Services	$234,352.00		$234,352.00				$0.00	$234,352.00
	3101 - Finance Total		**$234,352.00**	**$0.00**	**$234,352.00**				**$0.00**	**$234,352.00**
									$0.00	$0.00
850 - Flexible Spending Account Total			**$234,352.00**	**$0.00**	**$234,352.00**				**$0.00**	**$234,352.00**
									$0.00	$0.00
858 - Miscellaneous Agency	7201 - Police Admin	O.T.P.S.	$50,000.00		$50,000.00				$0.00	$50,000.00
	7201 - Police Admin Total		**$50,000.00**	**$0.00**	**$50,000.00**				**$0.00**	**$50,000.00**
									$0.00	$0.00
	7401 - Building Services	Non-Government	$14,000.00		$14,000.00				$0.00	$14,000.00
	7401 - Building Services Total		**$14,000.00**	**$0.00**	**$14,000.00**				**$0.00**	**$14,000.00**
									$0.00	$0.00
858 - Miscellaneous Agency Total			**$64,000.00**	**$0.00**	**$64,000.00**				**$0.00**	**$64,000.00**
									$0.00	$0.00
Grand Total			**$122,726,562.00**	**$4,616,500.00**	**$127,343,062.00**	**$676,912.50**	**$1,500,000.00**	**$250,000.00**	**$2,426,912.50**	**$129,769,974.50**

Date: April 8, 2026

To: Addie Balester, Clerk of Council

CC: Jim Petras, Mayor
Michael Reese, CAO
William Hanna, Director of Law
Christopher Heltzel, Deputy Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation to Join the Recycling Consortium for Recycling Processing Services provided by Waste Management of Ohio

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Purpose Statement: This legislation authorizes the Mayor to enter into an agreement with Waste Management of Ohio Through Contracts entered into by members of the Recycling Processing Services Consortium. The City currently has an agreement directly with Waste Management of Ohio that expires on September 30, 2026.

Is this legislation recurring: Yes: _____ No: __X____

Is emergency language necessary: Yes: __X__ No: _____

If yes, why? This information is due to the Cuyahoga County Solid Waste District by 5/15/2026

Is passage on first reading necessary: Yes: ___X____ No: _____

If yes, why? This information is due to the Cuyahoga County Solid Waste District by 5/15/2026

If funding is required, is it already budgeted for? Yes :__X____ No: _____

605-6203-2045.02

If not already budgeted for, where will funding come from?

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED)

PRICE SHEET (1 OF 2)

Recycling Processing Services for Bagged Recyclables Indicate the price per ton to be charged for the processing of bagged recyclables at the MRF.	
Contract Year	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$ $120.00
Year 2: 10/1/2025 – 9/30/2026	$ 132.00
Option Year 1: 10/1/2026 – 9//30/2027	$ 145.00
Option Year 2: 10/1/2027 – 9/30/2028	$ 160.00

Container Services for OCC and Mixed Paper Recycling (REVISED) - Consortium				
	10-yard	**20-yard**	**40-yard**	
Container Rental Fee Per month	$ 89.00	$ 89.00	$ 89.00	
Delivery Charge	$ 170.00	$ 170.00	$ 170.00	
	Price Per pull	**Price per pull**	**Price per pull**	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$ 320.00	$ 320.00	$ 320.00	$ 0.00
Year 2: 10/1/2025 – 9/30/2026	$ 333.00	$ 333.00	$ 333.00	$ 0.00
Option Year 1: 10/1/2026 – 9//30/2027	$ 346.00	$ 346.00	$ 346.00	$ 0.00
Option Year 2: 10/1/2027– 9/30/2028	$ 360.00	$ 360.00	$ 360.00	$ 0.00

Container Services for OCC and Mixed Paper Recycling (REVISED) **(Insert community name here)** Any or All communites will receive the same rate as Consortium ~~No minimum requirement~~				
	10-yard	**20-yard**	**40-yard**	
Container Rental Fee	$	$	$	
Delivery Charge	$ ***See Rates above service and years would be the same***	$	$	
	Price Per pull	**Price per pull**	**Price per pull**	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$ ***See Rates above service and years would be the same***	$	$	$
Year 2: 10/1/2025 – 9/30/2026	$	$	$	$
Option Year 1: 10/1/2026 – 9//30/2027	$	$	$	$
Option Year 2: 10/1/2027– 9/30/2028	$	$	$	$

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED) - Consortium

PRICE SHEET (2 OF 2)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream			**[3]% Share With Community**	
Materials	**[1]Current Contractor Supplied Comp. %**	**[2]Unit Price (Ton)**	**%** 80	**Processing Fee (Ton)**
Aluminum Cans/Cups	**0.27%**	**$1,450.00**	The percentage share with the City/Village is to remain constant for the Term of the Contract.	
Steel Cans	**2.39%**	**$222.50**		
#1 PET	**2.13%**	**$340.00**		
#2 HDPE Natural	**1.49%**	**$710.00**		
#2 HDPE Color (Natural and Color Combined)		**$540.00**		
#5 PP		**$145.00**		
#3-7 Plastic		**$30.00**		
Mixed Glass	**9.69%**	**$** -22.00		
Mixed Paper	**29.20%**	**$82.50**		
OCC	**29.20%**	**$115.00**		
Residue	**25.62%**	**$** -48.50		
Complete Yellow Boxes	**100.00%**			**$** -74.50

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
Materials	**Year 1: 10/1/2024 – 9/30/2025**	**Year 2: 10/1/2025 – 9/30/2026**	**Option Year1: 10/1/2026 – 9//30/2027**	**Option Year 2: 10/1/2027 – 9/30/2028**
Mixed Glass	$ -22.00	$ actual cost	$ actual cost	$ actual cost
Residue	$ -48.50	$ -50.44	$ -52.45	$ -54.55
Processing Fee	$ -74.50	$ -77.48	$ -80.58	$ -83.80
[3]% Share With Community (Complete Again)	80 %	80 %	% 80	% 80

NOTE: *Expenses are to be represented as a negative dollar amount by enclosing the number in parentheses "($123.45)". Utilizing both parentheses and red ink is acceptable "($123.45)". Utilizing red ink only is not acceptable.*

Cuyahoga County
SOLID WASTE DISTRICT

Any or All communities will receive the ~~same rates as the Consortium bid. No minimum requirement~~

BID FORM 8 (REVISED) – (Insert community name here)

PRICE SHEET (2 OF 2)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream			**[3]% Share With Community**	
Materials	**[1]Current Contractor Supplied Comp. %**	**[2]Unit Price (Ton)**	80 %	**Processing Fee (Ton)**
Aluminum Cans/Cups	**0.27%**	**$1,450.00**	The percentage share with the City/Village is to remain constant for the Term of the Contract.	
Steel Cans	**2.39%**	**$222.50**		
#1 PET	**2.13%**	**$340.00**		
#2 HDPE Natural	**1.49%**	**$710.00**		
#2 HDPE Color (Natural and Color Combined)		**$540.00**		
#5 PP		**$145.00**		
#3-7 Plastic		**$30.00**		
Mixed Glass	**9.69%**	**$ -22.00**		
Mixed Paper	**29.20%**	**$82.50**		
OCC	**29.20%**	**$115.00**		
Residue	**25.62%**	**$ -48.50**		
Complete Yellow Boxes	**100.00%**			**$ -74.50**

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
Materials	**Year 1: 10/1/2024 – 9/30/2025**	**Year 2: 10/1/2025 – 9/30/2026**	**Option Year1: 10/1/2026 – 9//30/2027**	**Option Year 2: 10/1/2027 – 9/30/2028**
Mixed Glass	$ -22.00	$ actual cost	$ actual cost	$ actual cost
Residue	$ -48.50	$ -50.44	$ -52.45	$ -54.55
Processing Fee	$ -74.50	$ -77.48	$ -80.58	$ -83.80
[3]% Share With Community (Complete Again)	80 %	80 %	80 %	80 %

NOTE: *Expenses are to be represented as a negative dollar amount by enclosing the number in parentheses "($123.45)". Utilizing both parentheses and red ink is acceptable "($123.45)". Utilizing red ink only is not acceptable.*

WMRA Example

Residential Single Stream				Value Share 80%		
Materials	**Composition %**	**Unit Price**	**Material Value**	**Value Share**	**Processing Fees**	**Rebate or (Tip Fee)**
UBC	0.27%	$1,450.00	$ 3.92			
STEEL CANS	2.39%	$ 222.50	$ 5.32			
#1 PET	2.13%	$ 340.00	$ 7.24			
#2 Natural Hdpe	1.49%	$ 710.00	$ 10.58			
#2 Color Hdpe	0.00%	$ 540.00	$ -			
#5 Polypropylene	0.00%	$ 145.00	$ -			
Other Plastic	0.00%	$ 30.00	$ -			
Mixed Glass	9.69%	$ (22.00)	$ (2.13)			
Mixed paper	29.20%	$ 82.50	$ 24.09			
OCC	29.20%	$ 115.00	$ 33.58			
RESIDUE	25.62%	$ (48.50)	$ (12.43)			
	100.0%		**$ 70.17**	**$ 56.13**	**$ (74.50)**	**$ (18.37)**

Cuyahoga County
SOLID WASTE DISTRICT

INVITATION TO BID
Recycling Processing Services

ISSUED BY
Cuyahoga County Solid Waste District
4750 East 131 Street, Garfield Heights, OH 44105
(216) 443-3749
June 5, 2024

FOR A CONSORTIUM COMPRISED OF
City of Beachwood
Village of Highland Hills
City of Independence
City of Lyndhurst
Village of Moreland Hills
City of Pepper Pike
City of Solon
City of University Heights
Village of Woodmere

MANDATORY PRE-BID MEETING
Friday, June 14, 2024
10:00 a.m.

BID DUE DATE
Friday, June 28, 2024
12:00 Noon

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Bid Bond Enclosure……...…40

LEGAL NOTICE

The Cuyahoga County Solid Waste District is inviting bids for Recycling Processing Services on behalf of the Consortium consisting of the communities of City of Beachwood, Village of Highland Hills, City of Independence, City of Lyndhurst, Village of Moreland Hills, City of Pepper Pike, City of Solon, City of University Heights, Village of Woodmere. Bid Documents can be obtained from the Cuyahoga County Solid Waste District at (216) 443-3749 or www.CuyahogaRecycles.org.

A mandatory pre-bid meeting will be held in person at the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights, OH 44105 on Friday, June 14, 2024 at 10:00 a.m.

Bids will be received at the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights OH 44105 until 12:00 Noon on Friday, June 28, 2024. Bids will be opened and read aloud at that time. Bidders must submit one (1) original, one (1) duplicate copy, and one (1) electronic copy of their Bid in one sealed envelope marked "RECYCLING BID." Bids will be valid for 180 days after the Bid opening date.

Each Bid must contain all Bid Forms and be accompanied by separate Bid Bonds payable to each Consortium Community in the amount of $2,000 as security that, if the Bid is accepted, a Contract will be entered into with each community in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents. The Bid Bonds will be returned when Contracts have been executed by the Successful Bidder, or when any or all Bids are rejected. The Consortium reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:
Plain Dealer: June 5, 2024, June 6, 2024 and www.cuyahogarecycles.org

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

A. The Cuyahoga County Solid Waste District is issuing this Invitation to Bid on behalf of the Consortium which includes the communities of City of Beachwood, Village of Highland Hills, City of Independence, City of Lyndhurst, Village of Moreland Hills, City of Pepper Pike, City of Solon, City of University Heights, Village of Woodmere (the Consortium Communities).

Each of the above referenced communities has passed a resolution authorizing their participation in this Consortium. These resolutions are essentially in the form as provided in **Contract Exhibit E: Consortium Resolutions.**

Bids are being sought for Recycling Processing Services. The purpose is to establish new service Contracts for each Consortium Community. One contractor will be awarded the responsibility of providing recycling processing services to all of the communities.

The term of the Contract(s) will be for two (2) years with two (2) one-year renewal terms by mutual agreement. The commencement date of the Contract will be October 1, 2024, and the initial term will terminate on September 30, 2026. The Contract will be essentially in the same form as provided herein and attached hereto as **Form of Contract**.

B. A mandatory pre-bid meeting will be held in person at the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights, OH 44105 on Friday, June 14, 2024 at 10:00 a.m.

C. Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide all services as set forth in **Section II: Scope of Services** and to fulfill all terms and conditions of the Form of Contract in an efficient and sanitary manner and in compliance with all applicable local, state, and federal rules and regulations.

D. The Consortium reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. The Consortium reserves the right to consider any and all elements when determining the qualifications of the responsibility of the prospective Contractor and its capacity to provide the required services. The Consortium will award a singular Contractor. In the event that all Bids are rejected, the Consortium may proceed with another Bid process.

E. No interpretation of the meaning of the Bid Documents will be made to any Bidder orally. A request for an interpretation of the Bid Documents should be communicated electronically to Beth Biggins-Ramer at ebiggins-ramer@cuyahogacounty.us and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes at the pre-bid

meeting and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents and will be e-mailed to pre-bid participants.

F. The capitalized terms used in these Bid Documents are defined in the **Form of Contract Exhibit A: Definitions**.

G. The total estimated annual tonnage of materials which is the subject of this Invitation to Bid, is identified below and based on 2023 data provided by the communities. The tonnage provided is for bidding purposes and may fluctuate over the length of the contract.

Table 1: Estimated Annual Tonnage of Materials

Consortium Member	**Estimated Annual Recycling Tons**	**Recyclables Loose or Bagged**	**Type of Vehicle Used to Deliver Recyclables to MRF**	**Frequency of Delivery of Recyclables to MRF *(i.e., daily, weekly, etc.)***
Beachwood	615.78	Loose	28-yd. multipack & 28-yd. front load	Daily (approx. 4x/wk.)
Highland Hills	16.58	Loose	10-yd. rear load packer	1 time per week
Independence	693.94	Loose	Front load Curotto Can packer	Daily
Lyndhurst	980.20	Loose	31-yd. automated side load	Daily (5x/wk.)
Moreland Hills	432.00	Loose	28-yd. Labrie	2-3 times a week
Pepper Pike	214.62	Bagged	Rear load packer	Weekly
Solon	1,405.00	Loose	30-yd. side load, 30-yd. front load & rear load	Daily
University Heights	277.59	Bagged (switching to loose by 10-1-2024)	25-yd. rear load packer	Weekly (approx.. 1-2x/wk.)
Woodmere	21.83	Loose	Rear load packer	Mondays
TOTAL	***4,657.54***			

II. SCOPE OF SERVICES

A. Recycling Processing Services

Receipt of Recyclable Materials. The Contractor is responsible for receiving all Recyclable Materials delivered by the Contracting Communities to the Receiving Facility or Material Recovery Facility (MRF). The Contractor must receive the vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Recyclable Materials delivered and provide a weight ticket to the driver or an electronic scale ticket to the applicable City/Village. The Recyclable Materials will consist of household Recyclables the Consortium Communities collect through their residential single stream Recycling programs. The

following materials shall be processed: mixed paper, cardboard, metal cans, glass and plastic bottles and jugs. The Contractor may offer to process additional materials. All materials to be processed by the Contractor, along with their end markets, shall be identified in **BID FORM 3**.

All communities collect loose Recyclables except for Pepper Pike who uses blue bags. The City of University Heights will be converting their collection system from that of bagged recyclables to loose at the curb in a cart. In the event that Pepper Pike implements a recycling collection system where the materials are loose (not bagged), the Contractor will offer the current Market Rate Calculation for Recycling Processing Services set forth in BID FORM 8 to their community.

Please note that Pepper Pike and University Heights operate cardboard and paper drop-offs. See the requirements for containers services below.

Receiving Facility Services. The Contractor must own and operate a facility that is located within a reasonable driving distance from each of the Contracting Communities to receive Recyclables delivered by each Contracting Community. The Receiving Facility may be the actual MRF, or a transfer facility needed to consolidate materials for shipment to a MRF. Reasonable driving distance is defined as an approximate thirty (30) minute drive each way from each of the Contracting Communities. Contractors are advised that distance, convenience of access routes, and turnaround time at the Receiving Facility will be considered by each Community as part of the determination of the Successful Recycling Company. The Receiving Facility must meet the following minimum requirements:

1. The Receiving Facility must have a truck scale and record-keeping system in order to weigh and record the tonnage of Recyclables delivered by each Contracting Community. Scale tickets must be provided to the driver of each load delivered and will serve as verification of tonnage for reporting and payment purposes.

2. The Receiving Facility must have a truck staging area for dumping loads and adequate equipment to assist with the unloading of Recyclables from city/village vehicles as needed.

3. The Receiving Facility must be staffed and open to receive deliveries from 7:00 a.m. to 4:00 p.m. Monday through Friday, and from 7:00 a.m. to 4:00 p.m. on the Saturday after a week with a Holiday.

Recycling Processing Services. The Contractor must have the necessary Recycling Facilities, equipment, capacity, management, labor, and industry experience needed to process and market the Recyclables delivered by the Contracting Communities as detailed below.

1. The Contractor must have a Material Recovery Facility to sort and prepare the Recyclables for sale to recycling markets and must be able to provide, or arrange

for, the transport of all processed Recyclables to recycling markets.

2. The Contractor must have established relationships with recycling markets that are sufficient to ensure that the Recyclable Materials delivered by the Contracting Communities to the Contractor are Recycled during all market conditions. Upon request by the District or a Contracting Community, the Contractor must identify the companies to which they sell the Recyclables and provide verifiable information that the Recyclable Materials delivered to the Contractor by the Contracting Communities are being continuously delivered to a recycling market.

3. The Contractor must be willing to perform a composition analysis of the Recyclable Materials for the Consortium for the purpose of determining Contamination levels and Recyclable Material percentages (**BID FORM 8 – Pricing Sheet (2 of 2)**) within the first 90 days of the Contract and annually thereafter prior to the anniversary date of the Contract. The Consortium will require no more than one composition study to be performed annually. The study shall be performed on a representative sample of the Recyclable Material delivered by each of the Contracting Communities at the Contractor's expense. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and each community. This data will be used to complete the update of **BID FORM 8 – Pricing Sheet (2 of 2)**. On the day that the composition analysis is conducted, the web site RecyclingMarkets.Net (see below) will be utilized to document the applicable commodity pricing in **BID FORM 8 – Price Sheet (2 of 2): Market Rate Calculation for Recycling Processing Services.**

4. The composition analysis and documentation of commodity pricing is to be completed as outlined in the prior paragraph. The price resulting from updating **BID FORM 8 – Pricing Sheet** (yellow boxes in BID FORM 8) will remain in effect until 9-30-2025. Prior to 9-30-2025, the process of performing a composition analysis, updating the composition percentages and commodity market values, and calculating an updated price for Recycling Processing Services will be completed. This process will be repeated prior to 9-30-2026, 9-30-2027, and 9-30-2028 respectively. The remaining individual commodity prices shall be updated by the Contractor monthly and reflected as an updated table accompanying the monthly invoice to the City/Village. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and each community.

https://www.recyclingmarkets.net/secondarymaterials/prices.html?cid=3&city=CHICAGO+%28Midwest+%2F+Central%29#prices

B. Container Services

The Contractor must have the ability to provide container and hauling services for any Contracting Community that requests this service. Container service may be requested for the collection of OCC and Mixed Paper. Communities that currently use containers is shown on Table 2.

Table 2: Container Services for OCC and Mixed Paper Recycling

Consortium Member	Container Service
Beachwood	No current service. May want to add OCC
Highland Hills	No current service.
Independence	No current service.
Lyndhurst	No current service.
Moreland Hills	No current service
Pepper Pike	40- yard for OCC picked up approx. 3 x / month
Solon	Option to rent as needed. 30-yard for OCC and paper
University Heights	30-yard for OCC
Woodmere	No current service.

C. Record-Keeping and Billing

The Contractor must maintain a record-keeping system to record the tonnage of Recyclables received from each Contracting Community. Each must receive a monthly statement and invoice documenting the tonnage of Recyclables delivered and the payment due. Invoices must be received by the Contracting Community within thirty (30) days following the last day of the month of service. Invoices must be accompanied by weight slips from a certified scale documenting the net weight of the Recyclables delivered to the Receiving Facility, the date of delivery, and the vehicle number for each Contracting Community. Invoices will be due and payable within thirty (30) days of receipt of the invoice and all required documentation.

No fuel price adjustment or surcharges may be applied during the term of this Agreement.

III. BID SUBMISSION REQUIREMENTS

A. Bid Deadline and Bid Opening

Bids will be received at the offices of the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights OH 44105 until 12:00 Noon on June 28, 2024. Bids will be opened and read at that time. Bidders must submit one (1) original and one (1) electronic copy of their Bid in one sealed envelope clearly marked "RECYCLING BID." Bids will be valid for 180 days after the Bid opening date.

B. Bid Bond

Each Bid shall include a separate Bid Bond in the amount of $2,000 for each Consortium Community as security that if the Bid is accepted, a Contract will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

Should any Bid be accepted, the Bid Bond will be returned to the Successful Bidder by the Community upon proper execution of the Contract. Bid Bonds will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are, rejected.

C. Bid Contents

Each Bid, to be considered responsive, must contain the following:

Bid Form 1: Bidder Identification and Statement of Qualifications
Bid Form 2: Receiving Facility/ MRF Information
Bid Form 3: Recycling Terms and Conditions and Market Identification
Bid Form 4: Bidder's Representations and Warranties
Bid Form 5: Non-Collusion Affidavit
Bid Form 6: Personal Property Tax Affidavit
Bid Form 7: Taxpayer Identification – W-9 Form
Bid Form 8: Price Sheets
Bid Bond Enclosure

D. All blank spaces on the Bid Forms must be completed in ink or typewritten, and the required documentation must be fully completed, executed, and attached to the Bid when submitted. All names must be typed or printed below the signatures.

E. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the Cuyahoga County Solid Waste District office at any time prior to the Bid opening.

IV. BID EVALUATION, AWARD AND PERFORMANCE BOND

A. Bid Evaluation and Award

The Consortium Communities will review all Bids to determine which represents the lowest and best Bid for Recycling Processing, only. The Consortium will not consider Bids that are bundled with Solid Waste services. The Consortium Communities will then recommend the Successful Bidder for Recycling Processing and forward the recommendation to the legislative body of each community for consideration and action. Each Consortium Community will enter into a separate Contract with the Successful Bidder.

Each Consortium Community reserves the right to reject the recommendation of the Consortium and make an award under this process or proceed with a separate process to obtain pricing.

The Consortium may conduct any investigation deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and ability of any Bidder. As part of this investigation, the Consortium may tour any Recycling Facilities proposed to be used in the performance of the Contract.

The Consortium reserves the right to request additional information with respect to the qualifications of the Bidders which must be provided to the Bid Contact in writing within five (5) days of any such request. The Consortium reserves the right to reject any Bid if the evidence submitted by or the investigation of such Bidder fails to satisfy the Consortium, in its sole discretion, that such Bidder is reliable or otherwise properly qualified to perform the obligations of the Contract.

B. Performance Bond

The Successful Bidder will be required to furnish a Performance Bond as security for the performance of the Contract. Within ten (10) days after receipt of notice of award, the Successful Bidder shall submit a Performance Bond, signed by a surety company authorized to do business in the State of Ohio as approved by the Law Director in the amount of 100% of the first-year Contract price. Such Performance Bond shall cover the performance of the Contract for the term thereof.

V. BID CONTACT

Beth Biggins-Ramer
Executive Director, Cuyahoga County Solid Waste District
Office (216) 443-3714 Cell (216) 340-4108
ebiggins-ramer@cuyahogacounty.us

ITB EXHIBIT B: FORM OF CONTRACT

Note: this Form of Contract is provided so that Bidders can review the general contract terms. The Consortium will choose to award one contract for Recycling Processing, only.

THIS AGREEMENT (the "Agreement") for Recycling Processing Services by the City/Village of _____ is entered into by and between the City/Village of ___, a municipal corporation in the County of Cuyahoga, State of Ohio (the "City/Village") and _____ (the "Contractor").

W I T N E S S E T H

WHEREAS, pursuant to Resolution No. _____, the City/Village is authorized to participate in a consortium to obtain Proposals for Recycling Processing Services; and which authorized the Cuyahoga County Solid Waste District to issue an Invitation to Bid on behalf of the Consortium; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on June 5, 2024 and June 6, 2024 and the evaluation of the Bids, the Consortium selected the Contractor as the Successful Contractor and recommended each Community enter into an Agreement for Recycling Processing Services with the Contractor; and,

WHEREAS, the City/Village has considered the Bid and recommendation of the Consortium; and the City/Village, pursuant to Ordinance _____ approved the Contract and authorized _____ to execute the Contract by and on behalf of the City/Village, and the City/Village has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City/Village and the Contractor agree as follows:

ARTICLE 1: DEFINITIONS

The capitalized terms used herein are defined in **Exhibit A: Definitions**

ARTICLE II: TERM AND RENEWAL TERMS

This Agreement shall be effective on October 1, 2024, or upon the date last signed below whichever is later and shall terminate on September 30, 2026. Following the initial term of the Agreement, the City/Village may, by mutual agreement, renew and extend the Agreement for two (2) consecutive one-year terms ending on September 30, 2027 and September 30, 2028, respectively. The City/Village shall provide written notice to the Contractor of the City/Village's desire to renew and extend this Agreement on or before May 15, 2026 and May 15, 2027, respectively, and the Contractor shall provide written consent to the City/Village to renew and extend the Agreement on or before June 1, 2026 and June 1, 2027, respectively.

ARTICLE III: STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services set forth in this **Article III** of this Agreement and also set forth in the Invitation to Bid and the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities, record keeping, and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

NOTE: SCOPE OF SERVICES TO BE INSERTED, AS DESCRIBED IN THE ITB.

ARTICLE IV: STATEMENTS, PAYMENTS, AND INVOICES

During the Term, the City/Village agrees to pay the Contractor in the following amounts as set forth in BID FORM 8, which includes all direct and indirect costs related to Recycling Processing Services and all Governmental Fees applicable in the State of Ohio.

1. **Permissible Pass-Through Fees:**
   Any and all Governmental Fee *increases* incurred for disposal of Solid Waste at a licensed Disposal Site may be passed on by the Contractor to the City/Village. Any and all Governmental Fee *decreases* shall be passed on by the Contractor to the City/Village. A Governmental Fee is a fee applied to the disposal of Solid Waste levied by the United States Federal Government, State of Ohio, County, Township, Municipality, or Solid Waste District. The Contractor shall give the City/Village and Residents as much notice as is practicable before adjusting for Governmental Fee modifications.

2. **Record-Keeping – Daily, Monthly, and Annual Report:**
   The Contractor must submit a monthly record of the total tonnage of Recyclable Materials managed for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the City/Village. The Contractor shall also submit a year-end annual report. The year-end report will be due within thirty (30) days of the end of the reporting year and include a month-by-month accounting of all Recyclable Materials delivered to the Receiving Facility.

3. **Billing Service and Payment**
   The composition analysis and documentation of commodity pricing is to be completed as outlined in II. Scope of Services. The price resulting from updating **BID FORM 8 – Pricing Sheet** (yellow boxes in **BID FORM** 8) will remain in effect until 9-30-2025. Prior to 9-30-2025, the process of performing a composition analysis, updating the composition percentages and commodity market values, and calculating an updated price for Recycling Processing Services will be completed. This process will be repeated prior to 9-30-2026, 9-30-2027, and 9-30-2028 respectively. The remaining individual commodity prices shall be updated by the Contractor monthly and reflected as an updated table accompanying the monthly invoice to the City/Village. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and the Consortium.

   https://www.recyclingmarkets.net/secondarymaterials/prices.html?cid=3&city=CHICAGO+%28Midwest+%2F+Central%29#prices

The Contractor will invoice the City/Village for services rendered within ten (10) days following the end of the month. The invoice will be sent to City/Village Hall at the attention of the _____.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Agreement.

ARTICLE V – PERFORMANCE BOND AND INSURANCE

1. Performance Bond.

Within ten (10) days after receiving the Notice of Award, the Contractor will furnish a Performance Bond in the amount of [INSERT AMOUNT] executed by a duly authorized surety, acceptable to the City/Village in all respects, or such other security acceptable to the City/Village. The Performance Bond will be issued annually for each Contract year during the term of the Contract. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance.

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City/Village, and the Contractor will furnish the City/Village certificates of insurance or other evidence satisfactory to the City/Village evidencing the required insurance has been procured and is in force. The Contractor will upon written request from City/Village provide City/Village with original copies of the insurance certificates associated with such policies.

The City/Village and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self- insurance, or self-funding arrangement maintained by City/Village which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements	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/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 Contactor in the performance of services hereunder.

3. Workers' Compensation Coverage.

Prior to commencing work under this Agreement, the Contractor shall furnish to the City/Village satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as **Exhibit B.** The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an ongoing basis, as such proofs expire. The Contractor shall hold the City/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

ARTICLE VI – INDEMNIFICATION

1. **Environmental Indemnity.**
   The Contractor will indemnify, save, and hold the City/Village, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any 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 performance of the work hereunder. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim, and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

2. **General Indemnity.**
   The Contractor will indemnify, save, and hold the City/Village, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the 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 will 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. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

3. **Indemnity Not Limited.**
   In any and all claims against the City/Village, its employees, agents, officers, and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under 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 Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer, or consultant of the City/Village.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. **Performance Assurance; Dispute Resolution.**
The Contractor agrees to immediately report to the City/Village any notice or order from any governmental agency or court or any event, circumstance, or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City/Village's own determination that any such notice, order, event, circumstance, or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City/Village will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City/Village its written response. In the event that the City/Village does not agree that the Contractor's response will provide adequate assurance of future performance to the City/Village, then the City/Village may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City/Village deems necessary to assure that the services will be available to the City/Village.

2. **Breach of Contract; Termination.**
Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City/Village may terminate the Agreement in the following manner: The City/Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the City/Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the City/Village may terminate this Agreement. Any such termination shall not take effect until the City/Village is able to secure alternate or substitute performance. The City/Village may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City/Village, in the exercise of the reasonable discretion of the City/Village.

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

4. Termination for Change of Control of Contractor.

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

5. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. **Entire Agreement**
   This Agreement, the Invitation to Bid, Bidder's Bid Forms, and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by writing signed by both parties.

2. **Notices**
   Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention _____, and to the City/Village, attention _____, at their respective addresses set forth above. Any change of address must be given in like manner.

   (INSERT CONTACT NAMES, ADDRESSES HERE)

3. **Waiver**
   No waiver, discharge, or renunciation of any claim or right of the City/Village or the Contractor arising out of a breach or alleged breach of this Agreement by the City/Village, or the Contractor will be effective unless in writing signed by the City/Village and the Contractor.

4. **Applicable Law**
   This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may "opt-in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

5. **Unenforceable Provision**
   If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this 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.

6. **Binding Effect**
   This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City/Village, which consent may be withheld for any reason or for no reason.

7. **Rights or Benefits**
   Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City/Village and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City/Village and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City/Village and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

[INSERT CITY/VILLAGE]

_____ _____
Name Title

_____ _____
Signature Date

Approved by City/Village Attorney or

Law Director

_____ _____
Signature Date

[CONTRACTOR NAME]

_____ _____
Name Title

_____ _____
Signature Date

CONTRACT EXHIBIT A: DEFINITIONS

"Bid" means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein.

"Bid Attachment" means the supplemental information required by the Consortium to be submitted with the Bid Forms.

"Bid Bond" means a bond issued in the name of each individual Consortium Community in the amount of $2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and each Community.

"Bidder" means a person, partnership, joint venture, or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Recycling Processing Services.

"Bid Documents" means the documents prepared and furnished by the District on behalf of the Consortium. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms, and all attachments thereto.

"Bid Form" means the forms provided by the Consortium in the Bid Documents on which all Bids must be submitted.

"City/Village" means the communities participating in this Invitation to Bid and the Contracting Community if used in the Form of Contract

"Consortium" and "**Consortium Communities"** means the Cities and Villages participating in this Invitation to Bid that have passed resolutions authorizing participation.

"Consortium Resolutions" means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

"Container Services" means the provision by the Contractor of rear or front load, roll-off containers, and carts for the collection of Recyclables at various municipal facilities and the regularly scheduled emptying of the containers as indicated in Table 2 of the Invitation to Bid.

"Contamination" or "Contaminated Recyclables" means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste, or any Non-Recyclable Materials that are commingled with Recyclable Materials and hinder or prevent the processing of the Recyclable Materials by the Contractor at the MRF.

"Contaminated Loads" means loads of materials delivered to the MRF that contain a level of Contamination in such amounts as to hinder or prevent the processing of the load.

"Contract" and "Form of Contract" means the agreement entered into by and between the Successful Contractor and the Contracting Community.

"Contracting Community" means the Consortium Community that enters into an agreement with the Successful Contractor.

"Contractor" means a person, partnership, joint venture, or corporation that will provide the Recycling Processing Services.

"Disposal Site" means a Solid Waste or refuse depository including but not limited to Solid Waste Landfills, Solid Waste Transfer Stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

"District", "District Offices" and "Solid Waste District" means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

"**Holiday**" means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

"Form of Contract" means the form of the contract to be entered into by each Contracting Community and the Successful Bidder which contains the general terms and conditions required.

"Governmental Fees" means all federal, state, and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

"Invitation to Bid" means the request of the Consortium for Recycling Processing Services issued by the Cuyahoga County Solid Waste District.

"Notice of Award" means written notification that a Bid has been accepted by a Contracting Community.

"Notice to Proceed" means written notice from a Contracting Community to commence the Recycling Processing Services.

"Performance Bond" means the bond insuring performance of the Recycling Processing Services to be submitted to each Contracting Community upon Contract award in substantially the same form as that included in the Bid Documents.

"Receiving Facility" means the facility proposed by a Contractor to receive deliveries of Recyclables from the Consortium Communities. This may or may not be the facility where recyclable materials are processed.

"Recyclables" and "Recyclable Materials" means residential mixed paper, cardboard, aluminum, steel, and bi-metal cans; glass bottles and jars; and plastic bottles and jugs at a minimum.

"Recycled" and **"Recycling"** as defined in Chapter 3745 of the Ohio Administrative Code and/or the regulations promulgated thereunder.

"Material Recovery Facility or MRF" means the facility provided by the Contractor that has the adequate capacity, equipment, and labor needed to receive, sort, process, and prepare all commingled

cans, glass, plastic, paper, and cardboard delivered by the Contracting Communities for shipment to a recycled product manufacturer.

"Recycling Processing Services" means all services to relating to the receiving, sorting, baling and other handling of Recyclables delivered by the Consortium Communities in order to prepare the Recyclable Materials for shipment and sale to recycling markets to be made into new products.

"Solid Waste" means unwanted residual or semi-solid materials resulting from community, commercial, industrial, and agricultural operations, but 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, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or hazardous waste.

"Successful Contractor" means the Recycling Company selected by the Consortium to provide Recycling Processing Services.

"Term" means the duration of the Contract, including all executed option years.

CONTRACT EXHIBIT B: CURRENT WORKERS' COMPENSATION CERTIFICATE

Attach the current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to [INSERT CITY/VILLAGE] on a going-forward basis as Certificates expire.

CONTRACT EXHIBIT C: CORPORATION AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF OHIO
COUNTY OF _____ ss:

_____, being duly sworn, deposes and says that he/she is Secretary of the _____, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

_____
Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the:

_____
Name of Corporation

AFFIANT further says that:_____
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

_____
Name of Agreement

for said Corporation by virtue of:

_____
(State whether a provision of bylaws or resolution by Board. If resolution, give date of adoption.)

_____
Signature

Sworn to before me and subscribed in my presence this ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:_____

To be completed after award of Contract.

CONTRACT EXHIBIT D: PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Recycling Processing 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/Village of _____ ("Beneficiary") Beneficiary in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Recycling Processing Services Agreement by and between Principal and Beneficiary, dated the __ day of _____, 2024, a copy of which is hereto attached and made a part hereof, for the processing of Recyclable Materials generated by Residential Units, Municipal Facilities and during Special Events to City/Village-Designated Facilities ("Recycling Processing Services").

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2024, 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

_____, 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)

CONTRACT EXHIBIT E: CONSORTIUM RESOLUTIONS

INTRODUCED BY: RESOLUTION NO. 2024-4

A RESOLUTION AUTHORIZING PARTICIPATION IN A CONSORTIUM TO OBTAIN BIDS FOR RECYCLING PROCESSING SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Cuyahoga County Solid Waste District offered to facilitate the creation of a consortium among various communities in Cuyahoga County to obtain bids for Recycling Processing Services for participants in the consortium; and

WHEREAS, the Cuyahoga County Solid Waste District has agreed to prepare all bid documents and to invite bids on behalf of the consortium for the simultaneous award of a contract for Recycling Processing Services by each consortium participant; and

WHEREAS, the consortium participants will review the bids to determine the lowest and best bid and recommend a successful bidder for a contract award; and

WHEREAS, the City Council of the City of Beachwood, Ohio has determined that it is in the best interests of the City of Beachwood, Ohio and its residents to participate in the consortium and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the City of Beachwood, Ohio and the other participants in the consortium, to advertise and Invite Proposals for the Recycling Processing Services required by the City of Beachwood, Ohio.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The City Council of City of Beachwood, Ohio approves the participation of the City of Beachwood, Ohio in a consortium to obtain proposals for Recycling Processing Services.

Section 2: The City Council of City of Beachwood, Ohio authorizes Mayor Justin Berns to meet with the Cuyahoga County Solid Waste District and the participants in the consortium for the development of proposal documents and the review and recommendation to the City of Beachwood, Ohio of the successful contractor.

Section 3: The City Council of City of Beachwood, Ohio authorizes the Cuyahoga County Solid Waste District to attach a copy of this Resolution as an exhibit to the request for proposals to demonstrate that the City of Beachwood, Ohio authorized participation in the consortium.

Section 4: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 5: This Resolution is declared an urgent measure necessary for the preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the City may participate in competitive bidding; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Resolution shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 1st day of April, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of April, 2024.

Whitney M. Crook

Clerk

Approval: I have approved this legislation this 2nd day of April, 2024 and filed it with the Clerk.

Mayor

BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: March 19, 2024

RE: Council Agenda Item: Solid Waste and Recycling Contract

Mayor,

As you know, the City of Beachwood is a member of the Eastside Solid Waste and Recycling Consortium which consists of eleven municipalities. The consortium was established to help communities who collect their own refuse and recyclables obtain favorable and competitive pricing. The Cuyahoga County Solid Waste District manages the bidding process for the consortium and the current contract we have for solid waste disposal and recycling processing is set to expire on September 30th of this year. At this time, we will need to pass legislation authorizing the city participate in the bidding process. With your permission, I would like to place this item on the next council agenda.

COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS

RESOLUTION NO. 2024-22

For the March 13, 2024
Council Meeting

Introduced by: Mayor Michael L. Booker
Supported by:

A RESOLUTION AUTHORIZING THE VILLAGE OF HIGHLAND HILLS TO PARTICIPATE IN A CONSORTIUM TO INVITE BIDS FOR RECYCLING PROCESSING SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the Cuyahoga County Solid Waste District offered to facilitate the creation of a consortium among various communities in Cuyahoga County to obtain bids for recycling processing services for participants in the consortium; and

WHEREAS, the Cuyahoga County Solid Waste District has agreed to prepare all bid documents and to invite bids on behalf of the consortium for the simultaneous award of a contract for Recycling Processing Services by each consortium participant; and

WHEREAS, the consortium participants will review the bids to determine the lowest and best bid and recommend a successful bidder for a contract award; and

WHEREAS, the Village Council of Highland Hills (hereinafter "Village") has determined that it is in the best interests of the Village and its residents to participate in the consortium and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the Village and the other participants in the consortium, to advertise and Invite Proposals for the Recycling Processing Services required by the Village.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1: The Village Council of Highland Hills hereby approves the participation of the Village of Highland Hills in a consortium to obtain proposals for recycling processing services.

Section 2: The Village Council of Highland Hills authorizes the Director of Public Works, Tyrone Conard to meet with the Cuyahoga County Solid Waste District and the participants in the consortium for the development of proposal documents and the review and recommendation to the Village of Highland Hills of the successful contractor.

Section 3: The Village Council of Highland Hills authorizes the Cuyahoga County Solid Waste District to attach a copy of this Resolution as an exhibit to the request for proposals to demonstrate that the Village of Highland Hills authorized participation in the consortium.

Section 4: Council finds and determines that all formal actions of this Council concerning and relating

to the passage of this Resolution were adopted in an orderly meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the Village, and for the further reason that it is immediately necessary to provide the authorization to join this consortium in order to solicit timely bids for services and for the effective operation of the Public Works Department.

Passed in Council this 13th day of March, 2024

First Reading ✓ Second Reading _____ Third Reading _____

Vote: Pride ✓ yea __ nay Greene ✓ yea __ nay Mills excused yea __ nay

McManus ✓ yea __ nay Wright ✓ yea __ nay

Cassandra Pride 3-13-24
Cassandra Pride
President of Council
Date

Attest: Margaret Sikon 3/13/24
Margaret Sikon, Clerk of Council
Date

Filed with the Mayor: ✓ 3/15/24
Date

Approved By: 3/15/24
Michael L. Booker, Mayor
Date

2024-22

ORDINANCE NO.: 2024-45

INTRODUCED BY: MAYOR KURTZ, COUNCILPERSONS DAY, DiGERONIMO, NARDUZZI, TOGLIATTI, TRAKAS, WALCHANOWICZ, VEVERKA

AN ORDINANCE
AUTHORIZING PARTICIPATION IN
THE CUYAHOGA COUNTY SOLID WASTE DISTRICT
RECYCLING PROCESSING CONSORTIUM

WHEREAS, the Cuyahoga County Solid Waste District offered to facilitate the creation of a consortium among various communities in Cuyahoga County to obtain bids for recycling processing services for participants in the consortium; and

WHEREAS, the Cuyahoga County Solid Waste District has agreed to prepare all bid documents and to invite bids on behalf of the consortium for the simultaneous award of a contract for Recycling Processing Services by each consortium participant; and

WHERES, the consortium participants will review the bids to determine the lowest and best bid and recommend a successful bidder for a contract award; and

WHEREAS, the Council has determined that it is in the best interests of the City and its residents to participate in the consortium and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the City and the other participants in the consortium, to advertise and Invite Proposals for the Recycling Processing Services required by the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Independence, State of Ohio, that:

Section 1. Council hereby approves the participation of the City in a consortium to obtain periodic proposals for recycling processing services.

Section 2. Council authorizes the Service Director to meet with the Cuyahoga County Solid Waste District and the participants in the consortium for the development of proposal documents and the review and recommendation to the City of the successful contractor.

Section 3. Council authorizes the Cuyahoga County Solid Waste District to attach a copy of this Ordinance as an exhibit to the request for proposals to demonstrate that the City authorized participation in the consortium.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of this Council, and all deliberations of this Council, and any of its committees,

that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Revised Code Section 121.22.

Section 5. This Ordinance provides for the usual and ordinary operation of the Service Department. Wherefore, this Ordinance shall take effect and be in force at the time expressly set forth by Article II, Section 7 of the City's Charter.

Introduced: May 14, 2024

First Reading: May 14, 2024

Passed: May 14, 2024

Gregory P. Kurtz, Mayor

Attest:

Amanda Sharrer, Clerk of Council

CERTIFICATE OF POSTING

"I, the undersigned, Clerk of the City of Independence, Ohio, hereby certify that the foregoing 08024-45 **was posted on the** 15th **day of** May 2024 **and for the period of fifteen days thereafter, by duly posting true copies thereof in three of the most public places within the City, being the same as determined and directed by Council"**

CLERK

Regular Council Meeting

AGENDA ITEM REPORT

To:	Council
Subject:	Authorization to participate in the Consortium to obtain bids for Recycling Processing Services.
Meeting:	Regular Council Meeting - May 14 2024
Department:	Purchasing
Staff Contact:	Dennis Zdolshek, Procurement Coordinator

RECOMMENDATION:

The City of Independence participates in a Consortium organized by the Cuyahoga County Solid Waste District for recycling processing services. Please prepare legislation to Authorize the City of Independence to participate in the Consortium to obtain bids for Recycling Processing Services. A sample of the requested authorization has been provided by the Cuyahoga County Solid Waste District and is attached.

BACKGROUND INFORMATION:

The Cuyahoga County Solid Waste District has agreed to prepare all bid documents and to invite bids on behalf of the consortium for the award of a contract for Recycling Processing Services for each consortium participant.

FINANCIAL IMPACT:

Our current contract with the Kimble Company for Recycling Processing Service expires on September 30, 2024.

ATTACHMENTS:

May O2024-45 Participation in Cuyahoga County Solid Waste District Recycling Processing Consortium.docx-132814276-v1
Form of Recycling Consortium Resolution 2024 (003)

RESOLUTION NO. 2024-15
INTRODUCED BY: ADMINISTRATION

A RESOLUTION AUTHORIZING THE CITY TO PARTICIPATE IN A CONSORTIUM TO OBTAIN BIDS FOR RECYCLING PROCESSING SERVICES AND DECLARING AN EMERGENCY

WHEREAS, The Cuyahoga County Solid Waste District has offered to facilitate the creation of a Consortium among various communities in Cuyahoga County to obtain bids for Recycling Processing Services for participants in the Consortium; and

WHEREAS, the Cuyahoga County Solid Waste District has agreed to prepare all bid documents and to invite bids on behalf of the Consortium for the simultaneous award of a contract for Recycling Processing Services by each Consortium participant; and

WHEREAS, the Consortium participants will review the bids to determine the lowest and best bid and recommend a successful bidder for a contract award; and,

WHEREAS, the City Council of the City of Lyndhurst has determined it is in the best interest of the City and its residents to participate in the Consortium and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the City of Lyndhurst and the other participants in the Consortium, to advertise and Invite Proposals for the Recycling Processing Services required by the City of Lyndhurst. Now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNDHURST, CUYAHOGA COUNTY, OHIO, THAT:

SECTION 1. The City Council of Lyndhurst approves the participation of the City of Lyndhurst in a Consortium to obtain proposals for Recycling Processing Services.

SECTION 2. The City Council of Lyndhurst authorizes, Service Director, Anthony Fioritto, to meet with the Cuyahoga County Solid Waste District and the participants in the Consortium for the development of proposal documents and the review and recommendation to the City of Lyndhurst of the successful contractor.

SECTION 3. The City Council of Lyndhurst authorizes the Cuyahoga County Solid Waste District to attach a copy of this Resolution as an Exhibit to the request for proposal to demonstrate the City of Lyndhurst authorized participation in the Consortium.

SECTION 4. Notwithstanding the participation of the City in this Consortium, this Council declares that no bid or contract resulting therefrom shall be binding upon the City without further action by this Council.

SECTION 5. The City Council of Lyndhurst authorizes and directs the Mayor to execute all documents necessary to complete participation in the Consortium.

SECTION 6. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 7. This Resolution shall hereby be declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of the City of Lyndhurst for the reason that it is necessary to solicit proposals for the recycling processing services in a timely manner in order to protect the health, welfare and safety of the City of Lyndhurst and its citizens. It shall therefore take effect immediately upon the affirmative vote of not less than five members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

PASSED: March 4, 2024

MAYOR

VICE MAYOR

ATTEST:
Clerk of Council

First Reading: March 4, 2024

Second Reading: Suspended

Third Reading: Suspended

ORDINANCE NO: 2024-11

INTRODUCED BY: Mr. Janke

AN ORDINANCE AUTHORIZING PARTICIPATION IN A CONSORTIUM WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT TO OBTAIN BIDS FOR RECYCLING PROCESSING SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the Cuyahoga County Solid Waste District offered to facilitate the creation of a consortium among various communities in Cuyahoga County to obtain bids for recycling processing services for participants in the consortium; and

WHEREAS, the Cuyahoga County Solid Waste District has agreed to prepare all bid documents and to invite bids on behalf of the consortium for the simultaneous award of a contract for Recycling Processing Services by each consortium participant; and

WHEREAS, the consortium participants will review the bids to determine the lowest and best bid and recommend a successful bidder for a contract award.

WHEREAS, the Village of Moreland Hills has determined that it is in the best interests of the Village and its residents to participate in the consortium and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the Village and the other participants in the consortium, to advertise and invite bids for the recycling processing services required by the Village of Moreland Hills.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MORELAND HILLS, COUNTY OF CUYAHOGA AND STATE OF OHIO THAT:

Section 1. This Council hereby approves the participation of the Village of Moreland Hills in a consortium with the Cuyahoga County Solid Waste District and other participants to obtain bids for recycling processing services.

Section 2. This Council authorizes the Mayor or his designee(s) to meet with the Cuyahoga County Solid Waste District and the other participants in the consortium for the development of bid documents and the review and recommendation to this Council of the successful contractor.

Section 3. This Council authorizes the Cuyahoga County Solid Waste District to attach a copy of this Ordinance as an exhibit to the invitation for bids to demonstrate that the Village of Moreland Hills authorized participation in the consortium.

Section 4. The actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings held in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the health, safety and welfare of the residents of the Village and for the further reason that this Ordinance must be immediately effective for the Village to participate in the consortium to obtain bids for recycling processing services.

WHEREFORE, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

PASSED: March 13, 2024

Mayor

ATTEST:

CLERK

21202779 _1

RESOLUTION 2024-07
INTRODUCED BY: MS. WELTMAN

A RESOLUTION
AUTHORIZING PARTICIPATION IN A CONSORTIUM TO OBTAIN BIDS FOR RECYCLING PROCESS SERVICES

WHEREAS, the Cuyahoga County Solid Waste District ("District") offered to facilitate the creation of a consortium ("Consortium") among various communities in Cuyahoga County to obtain bids for recycling processing services ("Recycling Processing Services") for participants in the Consortium; and

WHEREAS, the Cuyahoga County Solid Waste District has agreed to prepare all bid documents and to invite bids on behalf of the Consortium for the simultaneous award of a contract for Recycling Processing Services by each Consortium participant; and

WHERES, the Consortium participants will review the bids to determine the lowest and best bid and recommend a successful bidder for a contract award; and

WHEREAS, this Council has determined that it is in the best interests of the City of Pepper Pike and its residents to participate in the Consortium and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the City and the other participants in the Consortium, to advertise and invite proposals for the Recycling Processing Services required by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEPPER PIKE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

SECTION 1 That the Council hereby authorizes the City to join other municipalities in a Consortium to obtain proposals for Recycling Processing Services.

SECTION 2 That all necessary City officials are authorized to meet with the Cuyahoga County Solid Waste District and the participants in the Consortium for the development of proposal documents and the review and recommendation to the City of a suitable contractor.

SECTION 3 That the Clerk of Council is authorized and directed to forward a copy of this Resolution to the District.

SECTION 4. That Council authorizes the Cuyahoga County Solid Waste District to attach a copy of this Resolution as an exhibit to the request for proposals to demonstrate that the City is authorized to participate in the Consortium.

SECTION 5 That the Council has determined that all formal actions of the Council concerning and relating to the adoption of this resolution were adopted in an open meeting of the Council in compliance with Ohio law, and that all deliberations of the Council and any of its committees that resulted in such formal action were open to the public when required by Ohio

law.

SECTION 6. This resolution shall take effect at the earliest period allowed by law.

PASSED: March 27, 2024

Council Presiding Officer

Submitted to the Mayor for
approval on this 27th day of March, 2024

Approved by the Mayor this

27th day of March, 2024

ATTEST:

Clerk of Council

Mayor

City of Solon

Record of Ordinances

Requested by the
Public Works Committee

RESOLUTION NO: 2024-54

INTRODUCED BY: Kan

A RESOLUTION AUTHORIZING THE CITY OF SOLON'S PARTICIPATION IN A CONSORTIUM TO REQUEST BIDS FOR SOLID WASTE TRANSFER AND DISPOSAL SERVICES AND RECYCLING PROCESSING SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Cuyahoga County Solid Waste District offered to facilitate the creation of a consortium including various communities within Cuyahoga County, for the development of a combined invitation to bid, an agreement and related bid documents, to obtain solid waste transfer and disposal services and recycling processing services for the participants in the consortium; and

WHEREAS, the Cuyahoga County Solid Waste District prepares the invitation to bid, the agreement and related bid documents to request bids for the simultaneous award of a contract for solid waste transfer and disposal services and recycling processing services, including a recommendation by the consortium regarding the lowest and best bid for consideration by each of the participants in the consortium; and

WHEREAS, the Public Works Committee has determined that it is in the best interest of the City of Solon to participate in the consortium and authorize the Cuyahoga County Solid Waste District, by and on behalf of the City of Solon and the other participants in the consortium, to advertise and request bids for solid waste transfer and disposal services and recycling processing services required by the City of Solon.

NOW, THEREFORE, be it resolved by the Council of the City of Solon, State of Ohio

SECTION 1. That the Director of City Services is hereby authorized to participate in a consortium on behalf of the City of Solon, to obtain bids for solid waste transfer and disposal services.

SECTION 2. That the Director of City Services is hereby authorized to participate in a consortium on behalf of the City of Solon, to obtain bids for recycling processing services.

SECTION 3. That the Director of City Services is authorized to meet with the Cuyahoga County Solid Waste District and the participants in the consortium for the development of bid documents and the review of such bid documents to recommend the lowest and best bid for solid waste transfer and disposal services and recycling processing services on behalf of the City of Solon.

SECTION 4. That the Cuyahoga County Solid Waste District is authorized to attach a copy of this Resolution as an exhibit to the bid documents to demonstrate that the Director of City Services is authorized to participate in the Consortium on behalf of the City of Solon.

SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that it is immediately necessary to submit to the Cuyahoga County Solid Waste District authorization for the Director of City Services to participate in the consortium's request for bids for Solid Waste Transfer and Disposal Services and Recycling Processing Services on behalf of the City of Solon, prior to the consortium's invitation to bid scheduled for mid-June; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: March 4, 2024

Edward H Kraus
Mayor

ATTEST:

Donna J. Letourneau
Clerk of Council

I, Donna J. Letourneau, Clerk of Council of the City of Solon, do hereby certify that there is no newspaper published or having an office of publication in said City, and that I posted a copy of the foregoing Resolution by posting the same in five (5) of the most public places in said City, as defined by Ordinance of the Council for a period of fifteen (15) days beginning

3-8-24

Donna J. Letourneau

Clerk of Council

Public Works

AGENDA ITEM REPORT

AIR-24-066

To:	Public Works Committee
Subject:	Request Legislation be prepared for the Authorization for the City of Solon to Participate in a Consortium and Request Bids for Solid Waste Transfer and Disposal Services and Recycling Processing Services
Meeting:	Public Works - Mar 04 2024
Department:	Public Works
Staff Contact:	Mark Hawley, Service Director

BACKGROUND INFORMATION:

Since 2016, the City of Solon has been participating in a Consortium, organized through the Cuyahoga County Solid Waste District, for Solid Waste and Recycling Services. The current contract agreement is set to expire this year and the Consortium is recommending going out for bid for the aforementioned services.

FINANCIAL IMPACT:

By participating in a large Consortium, the City of Solon will obtain the lowest and best pricing for both solid waste and recycling versus the City of Solon going out to bid by ourselves.

RECOMMENDATION:

Request Legislation be prepared, under emergency, for the Authorization for the City of Solon to Participate in a Consortium and Request Bids for Solid Waste Transfer and Disposal Services and Recycling Processing Services

ATTACHMENTS:

Form of Disposal Consortium Resolution 2024
Form of Recycling Consortium Resolution 2024
2024 DRAFT ITB Recycling Consortium
2024 DRAFT ITB Transfer and Disposal Solid Waste Services Consortium
24 02 27 PW Consortium request

Solon
— Ohio —
WORKING | LEARNING | THRIVING TOGETHER

Memorandum

TO: **Public Works Committee**
FROM: **Mark S. Hawley Director of City Services**
DATE: **April 22, 2020**
SUBJECT: **Authorization for the City of Solon to Participate in a Consortium and Request Bids for Solid Waste Transfer and Disposal Services and Recycling Processing Services**

Since 2016, the City of Solon has been participating in a Consortium, organized through the Cuyahoga County Solid Waste District, for Solid Waste and Recycling Services. The current contract is set to expire on September 30, 2020.

The Cuyahoga County Solid Waste District has, again, offered to facilitate a new contract for the Consortium that includes many of the surrounding cities, townships and villages. The goal of the Consortium is to obtain Solid Waste Transfer and Disposal Services and Recycling Processing Services for the communities involved.

As the current contract agreement is set to expire this year, the Consortium is recommending to go out for bid for the mentioned services. The Cuyahoga County Solid Waste District has offered to prepare the request for proposals and contract documents pertaining to Solid Waste Transfer and Disposal Services and Recycling Processing Services, including the Consortium's recommendations regarding the successful proposal for consideration by each of the participants within the consortium.

In order for the City of Solon to participate in the Cuyahoga County Solid Waste District's Consortium to invite bids for recycling processing services and solid waste transfer and disposal services, City Council will need to pass legislation or a resolution to participate in the process. I am requesting the Public Works Committee's forward to Council this request to participate in the Consortiums invitation to bid for recycling processing services and solid waste transfer and disposal services. I am also requesting that this legislation contain an emergency clause in order for the Solid Waste District advertise the invitation to bid by the beginning of June 2020.

Solon
Ohio
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If Solon City Council passes this legislation, it would give the City the best opportunity to participate, along with the Solid Waste District and other communities, to review submitted bid documents, to recommend the lowest and best bid for these services on behalf of the City of Solon.

By executing the legislation, the Cuyahoga County Solid Waste District will be authorized, by the City, to attach a copy of the signed resolution, as an exhibit, to the bid documents to demonstrate that the Director of City Services is authorized to participate in the consortium on behalf of the City of Solon.

I am available to answer questions relating to this matter and I thank the committee for their time and consideration.

C: Ed Kraus, Mayor-*Via Email*
Matt Rubino, Director of Finance-*Via Email*
William J. Drsek, Public Works Commissioner-*Via Email*
Anita L. Matic, Assistant Service Director-*Via Email*
Mike Gelardi, Solid Waste Manager-*Via Email*

City of Solon

Record of Ordinances

Requested by the
Public Works Committee

RESOLUTION NO: 2020-95

INTRODUCED BY: Shimits

A RESOLUTION AUTHORIZING THE CITY OF SOLON'S PARTICIPATION IN A CONSORTIUM TO REQUEST BIDS FOR SOLID WASTE TRANSFER AND DISPOSAL SERVICES AND RECYCLING PROCESSING SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Cuyahoga County Solid Waste District offered to facilitate the creation of a consortium including various communities within Cuyahoga County, for the development of a combined invitation to bid, an agreement and related bid documents, to obtain solid waste transfer and disposal services and recycling processing services for the participants in the consortium; and

WHEREAS, the Cuyahoga County Solid Waste District prepares the invitation to bid, the agreement and related bid documents to request bids for the simultaneous award of a contract for solid waste transfer and disposal services and recycling processing services, including a recommendation by the consortium regarding the lowest and best bid for consideration by each of the participants in the consortium; and

WHEREAS, the Public Works Committee has determined that it is in the best interest of the City of Solon to participate in the consortium and authorize the Cuyahoga County Solid Waste District, by and on behalf of the City of Solon and the other participants in the consortium, to advertise and request bids for solid waste transfer and disposal services and recycling processing services required by the City of Solon.

NOW, THEREFORE, be it resolved by the Council of the City of Solon, State of Ohio

SECTION 1. That the Director of City Services is hereby authorized to participate in a consortium on behalf of the City of Solon, to obtain bids for solid waste transfer and disposal services.

SECTION 2. That the Director of City Services is hereby authorized to participate in a consortium on behalf of the City of Solon, to obtain bids for recycling processing services.

SECTION 3. That the Director of City Services is authorized to meet with the Cuyahoga County Solid Waste District and the participants in the consortium for the development of bid documents and the review of such bid documents to recommend the lowest and best bid for solid waste transfer and disposal services and recycling processing services on behalf of the City of Solon.

SECTION 4. That the Cuyahoga County Solid Waste District is authorized to attach a copy of this Resolution as an exhibit to the bid documents to demonstrate that the Director of City Services is authorized to participate in the Consortium on behalf of the City of Solon.

SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that it is immediately necessary to submit to the Cuyahoga County Solid Waste District authorization for the Director of City Services to participate in the consortium's request for bids for Solid Waste Transfer and Disposal Services and Recycling Processing Services on behalf of the City of Solon, prior to the consortium's invitation to bid scheduled for mid-June; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: May 18, 2020

Mayor

ATTEST:

Clerk of Council

Resolution No. 2024-14

AUTHORIZING THE CITY TO PARTICIPATE IN A CONSORTIUM TO INVITE BIDS FOR RECYCLING PROCESSING SERVICES.

WHEREAS, the Cuyahoga County Solid Waste District offered to facilitate the creation of a consortium among various communities in Cuyahoga County to obtain bids for recycling processing services for participants in the consortium; and,

WHEREAS, the Cuyahoga County Solid Waste District has agreed to prepare all bid documents and to invite bids on behalf of the consortium for the simultaneous award of a contract for Recycling Processing Services by each consortium participant; and,

WHERES, the consortium participants will review the bids to determine the lowest and best bid and recommend a successful bidder for a contract award; and,

WHEREAS, the City Council of the City of University Heights has determined that it is in the best interests of the City of University Heights and its residents to participate in the consortium and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the City of University Heights and the other participants in the consortium, to advertise and Invite Proposals for the Recycling Processing Services required by the City of University Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO, THAT:

Section 1. The City Council of the City of University Heights approves the participation of the City of University Heights in a consortium to obtain proposals for recycling processing services.

Section 2. The City Council of City of University Heights authorizes Michael Dylan Brennan, Mayor to meet with the Cuyahoga County Solid Waste District and the participants in the consortium for the development of proposal documents and the review and recommendation to the City of University Heights of the successful contractor.

Section 3. The City Council of City of University Heights authorizes the Cuyahoga County Solid Waste District to attach a copy of this Resolution as an exhibit to the request for proposals to demonstrate that the City of University Heights authorized participation in the consortium.

Section 4. It is hereby found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Resolution shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: 04.01.2024

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to form: _____
Bradric T. Bryan, Law Director

RESOLUTION NO. 2024-12
INTRODUCED BY MAYOR HOLBERT

A RESOLUTION AUTHORIZING THE VILLAGE TO PARTICIPATE IN A CONSORTIUM TO INVITE PROPOSALS FOR SOLID WASTE TRANSFER AND DISPOSAL SERVICES AND FOR RECYCLING PROCESSING SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the Cuyahoga County Solid Waste District offered to facilitate the creation of a consortium including the City of Beachwood, City of Cleveland Heights, Village of Highland Hills, City of Independence, City of Lyndhurst, Village of Moreland Hills, City of Pepper Pike, the City of Shaker Heights, City of Solon, City of University Heights, and the Village of Woodmere to obtain solid waste transfer and disposal services and recycling processing services for the participants in the consortium; and

WHEREAS, the Cuyahoga County Solid Waste District has agreed to prepare all bid documents and to invite bids on behalf of the consortium for the simultaneous award of a contract for Solid Waste Transfer and Disposal Services and for the Recycling Processing Services by each of the participants in the consortium; and

WHEREAS, the consortium participants will review the bids to determine the lowest and best bid, respectively, and to recommend a successful bidder, respectively, for a contract award for the solid waste transfer and disposal services and for the recycling processing services; and

WHEREAS, the Council has determined that it is in the best interests of the Village of Woodmere and its residents to participate in the consortium and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the Village of Woodmere and the other participants in the consortium, to advertise and Invite Proposals for the Solid Waste Transfer and Disposal Services and for the Recycling Processing Services required by the Village;

NOW, THEREFORE, Be it Resolved by the Council of the Village of Woodmere, County of Cuyahoga, State of Ohio that:

Section 1: The Council approves the participation of the Village of Woodmere in a consortium to obtain proposals for solid waste transfer and disposal services and for recycling processing services.

Section 2: The Council authorizes the Mayor and/or Service Director to meet with the Cuyahoga County Solid Waste District and the participants in the consortium for the development of proposal documents and the review and recommendation to the Village of the successful contractor, respectively, for the solid waste transfer and disposal services and for recycling processing services.

Section 3: The Council authorizes the Cuyahoga County Solid Waste District to attach a copy of this Resolution as an exhibit to the request for proposals for the solid waste transfer and disposal services and for recycling processing services to demonstrate that the Village authorized participation in the consortium.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village and for the further reason to immediately allow the Village to participate in the consortium process. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

PASSED: APRIL 10, 2024

Nicole Y. Culliver, PhD, Council President

Benjamin I. Holbert, III, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST:

Juliasena W. Stevenson, Clerk of Council

I, Juliasena W. Stevenson, as Clerk of Council of the Village of Woodmere, Ohio do hereby certify that the foregoing is a true and correct copy of Resolution No. 2024-12 adopted by the Council of said Municipality on the 10TH day of APRIL, 2024.

Juliasena W. Stevenson, Clerk of Council

BID FORMS AND ENCLOSURES

Bid Form 1: Bidder Identification and Statement of Qualifications

Bid Form 2: Receiving Facility/ MRF Information

Bid Form 3: Recycling Terms and Conditions and Market Identification

Bid Form 4: Bidder's Representations and Warranties

Bid Form 5: Non-Collusion Affidavit

Bid Form 6: Personal Property Tax Affidavit

Bid Form 7: Taxpayer Identification – W-9 Form

Bid Form 8: Price Sheets

Bid Bond Attach

BID FORM 1

Bidder Identification and Statement of Qualifications

Bidder Identification:

Name of Company Submitting Bid: WM Recycle America, L.L.C.

Street Address: 7450 Oakleaf Oval, Oakwood, OH 44146

Mailing Address: 7450 Oakleaf Oval, Oakwood, OH 44146

Name and Title of Individual Responsible for the Administration of a Contract, if awarded:

Vince Crawford, Senior Account Executive - Public Sector Solutions

Phone: 440-226-6321 E-mail: vcrawford@wm.com

Qualifications Statement: In the space below or on an attached sheet, describe your company's (corporate) qualifications, experience, and capacity to provide the services requested in ITB Section II: Scope of Services.

Please see our attached proposal for details on WM's qualifications, experience, and capacity to provide the services requested in ITB Section II: Scope of Services.

BID FORM 2

Receiving Facility / MRF Information

Identify the facilities that would be used to manage recyclables in the performance of contract services.

Receiving Facility (if other than the MRF)

Name of Facility: Not applicable

Owner of Facility:

Street Address:

Facility Manager:

Phone Number:

Operating Hours:

Material Recovery Facility – MRF

Name of Facility: WMRA Cleveland Recycling Facility

Owner of Facility: WM Recycle America L.L.C.

Street Address: 7450 Oakleaf Oval, Oakwood, OH 44146

Facility Manager: Jason Bring, District Manager

Phone Number: 440 201 1126

Operating Hours: M-F, 5:30am - 6:00pm; closed Saturdays, except after a holiday, then 5:30am - 6:00pm

On an attached sheet, provide a description and drawings or photographs of the MRF to be used to process Recyclables. Include the tipping location(s) and the location of ingress and egress. Indicate the total estimated time needed to accept and unload the City/Village vehicles following arrival at the MRF. Attach a copy of the Bidder's rules and regulations applicable to all users of the MRF.

Please see our attached proposal for a description and photographs of the Cleveland Recycling Facility. Included is information on the tipping locations and the location of ingress and egress. Also provided is the total estimated time needed to accept and unload the City/Village vehicles following arrival at the facility, along with WM's rules and regulations applicable to all users of the facility.

BID FORM 3

Recycling Terms, Conditions and Market Identification

Terms and & Conditions

In the space below, or on an attached sheet, provide a list of acceptable Recyclable Materials and examples of unacceptable materials. Describe your process used to identify, determine, and document excess Contamination that would result in rejecting a load of Recyclables delivered by a Contracting Community. Define excess Contamination and percentage limits. Describe your procedures for notifying a Contracting Community if a load is to be rejected and the process to document the rejected load for the City/Village. Identify the price to be charged for a rejected load.

Acceptable Recyclable Materials	**Unacceptable Recyclable Materials**	**Describe your process used to identify, determine, and document excess Contamination that would result in rejecting a load of Recyclables delivered by a Contracting Community.**
Aluminum Cans and Cups	Plastic bags and bagged materials	Loads are visually inspected by the loader operator to determine contamination. As part of this process, the operator breaks apart the suspected load to inspect and confirm high levels of contaminations and document with photos. The documentation and photos are delivered to the scale house where a downgrade form is filled out. If an entire load or partial load must be rejected, the operator will call a supervisor to inspect and confirm.
PET bottles with symbol #1	Porcelain and ceramics	
HDPE plastic bottles with symbol #2	Light bulbs	
PP Plastic bottles and tubs with symbol #5	Soiled paper	
Plastics with symbols #3, #4, #6, #7	Expanded polystyrene	
Glass food and beverage containers	Glass cookware/bakeware	
Steel and tin cans	Hoses, cords, wires	
Newspaper	Flexible plastic or film packaging	
Mail	Food waste and liquids	
Uncoated paperboard	Microwavable trays	
Uncoated printing, writing, office paper	Mirrors, window or auto glass	
Old, corrugated cardboard (uncoated)	Coated cardboard	
Magazines, glossy inserts, pamphlets	Fiber recyclable material with excess moisture	
	Coat hangers	
	Household appliances and electronics	
	Yard waste, construction debris, and wood	**Rejected Load Charge $** 80 **yd³ or ton** *(circle one)*
	Needles, syringes, IV bags, other medical supplies	
	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)	

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BID FORM 3 *(continued)*

Recycling Terms, Conditions and Market Identification

Market Identification In the space below, please indicate the Recyclable Materials you accept for processing and marketing. To ensure transparency, identify the name and location of the companies to which you currently send your processed recyclables. Please identify these by material.

Material	Materials Accepted in Curbside Recycling Program	Company(ies) Receiving Processed Recyclables
Aluminum Cans	Yes	Universal Scrap Metal, Schupan
Aluminum Cups	Yes	Universal Scrap Metal, Schupan
Steel Cans	Yes	Conti Metals
Mixed Paper	Yes	Pratt Industries
Cardboard	Yes	Greif, Pratt, Recycled Fiber, USG Gypsum, International Paper
Paper Cups	Yes	Pratt Industries
Cartons	Yes	Pratt Industries
Glass	Yes	Carry All Products
PET Plastic Bottles	Yes	Mohawk Industries, Dak Americas
HDPE Plastic Jugs	Yes	Advanced Drainage, Axium
PP Plastic Tubs	Yes	KW Plastics
PP Plastic Fast Food Cups	Yes	KW Plastics
Other plastic (describe)	Yes, rigid plastics	KW Plastics
Other materials (describe)	TBD	

BID FORM 4

Bidder's Representations and Warranties

Each Bidder by submitting a Bid represents and warrants to the Cuyahoga County Solid Waste District and the Consortium Communities the following:

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the services requested.
3. Bidder will provide Recycling Processing Services in compliance with all federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect costs, progress, or performance of the Recycling Processing Services.
4. Bidder will not discriminate, by any reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Material Recovery Facility or legitimate Recycling Facility is in operation and to the best of Bidder's knowledge will remain in operation during the term of the Contract.

Aaron J. Johnson
Signature

Aaron J. Johnson, Area Vice President
Printed Name, Title

June 25, 2024
Date

440-201-1126
Customer Service Phone Number

BID FORM 5

Non-Collusion Affidavit

This affidavit is to be filled in and executed by the Bidder; if the Bid is made by a corporation, then by its Chief Officer.

STATE OF ~~OHIO~~ Michigan
COUNTY OF Washtenaw

CONTRACTOR Aaron J. Johnson, being first duly
(Name)

sworn, deposes and says that he is Area Vice President of
(Sole owner, partners, president, etc.)

WM Recycle America, L.L.C.
(Company name)

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly, induced or solicited any other Bidder to submit a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham Bid, or that anyone will refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to secure any advantage against the owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed: Aaron J. Johnson

Subscribe and sworn to before me

this 25 day of June, 2024

Seal of Notary

Tori Mock
Notary Public

TORI MOCK
NOTARY PUBLIC
My Comm. Expires
Sep 27, 2029
Acting in the County of
County of Washtenaw
STATE OF MICHIGAN

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BID FORM 6

Personal Property Tax Affidavit

STATE OF ~~OHIO~~ Michigan

COUNTY OF ~~CUYAHOGA~~ Washtenaw, SS:

The AFFIANT, being first duly sworn, states that he/she is the

Area Vice President of WMRA Cleveland MRF

Title and Name of Company

And that he/she or WM Recycle America, L.L.C.

Name of Company

was:

✓(1) NOT CHARGED with any delinquent personal property taxes on the general tax list of personal property of Cuyahoga County, Ohio, at the time of submitting the bid.

(OR)

(2) CHARGED with delinquent personal property taxes on the general tax list of personal property of _____, Ohio, at the time of submitting the bid and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT sayeth naught:

COMPANY	AFFIANT AND TITLE
WM Recycle America, L.L.C.	Aaron J. Johnson, Area Vice President

Sworn to before me, a Notary Public, this 15 day of June, 2024.

Tori Mock

Notary Public

My Commission Expires: 09/27/29

TORI MOCK
NOTARY PUBLIC
My Comm. Expires
Sep 27, 2029
Acting in the County of
Washtenaw
STATE OF MICHIGAN

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BID FORM 7

Attach Taxpayer Identification W-9 Form

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Recycle America Holdings, Inc.

2 Business name/disregarded entity name, if different from above.

WM Recycle America, L.L.C.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

800 Capitol St., Suite 3000

6 City, state, and ZIP code

Houston, TX 77002

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	2	–	1	5	4	1	9	1	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Rachel Spears **Date** 4/5/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED)

PRICE SHEET (1 OF 2)

Recycling Processing Services for Bagged Recyclables Indicate the price per ton to be charged for the processing of bagged recyclables at the MRF.	
Contract Year	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$ $120.00
Year 2: 10/1/2025 – 9/30/2026	$ 132.00
Option Year 1: 10/1/2026 – 9//30/2027	$ 145.00
Option Year 2: 10/1/2027 – 9/30/2028	$ 160.00

Container Services for OCC and Mixed Paper Recycling (REVISED) - Consortium				
	10-yard	**20-yard**	**40-yard**	
Container Rental Fee Per month	$ 89.00	$ 89.00	$ 89.00	
Delivery Charge	$ 170.00	$ 170.00	$ 170.00	
	Price Per pull	**Price per pull**	**Price per pull**	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$ 320.00	$ 320.00	$ 320.00	$ 0.00
Year 2: 10/1/2025 – 9/30/2026	$ 333.00	$ 333.00	$ 333.00	$ 0.00
Option Year 1: 10/1/2026 – 9//30/2027	$ 346.00	$ 346.00	$ 346.00	$ 0.00
Option Year 2: 10/1/2027– 9/30/2028	$ 360.00	$ 360.00	$ 360.00	$ 0.00

Container Services for OCC and Mixed Paper Recycling (REVISED) **(Insert community name here)** Any or All communites will receive the same rate as Consortium ~~No minimum requirement~~				
	10-yard	**20-yard**	**40-yard**	
Container Rental Fee	$	$	$	
Delivery Charge	$ ***See Rates above service and years would be the same***	$	$	
	Price Per pull	**Price per pull**	**Price per pull**	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$ ***See Rates above service and years would be the same***	$	$	$
Year 2: 10/1/2025 – 9/30/2026	$	$	$	$
Option Year 1: 10/1/2026 – 9//30/2027	$	$	$	$
Option Year 2: 10/1/2027– 9/30/2028	$	$	$	$

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED) - Consortium

PRICE SHEET (2 OF 2)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream			**[3]% Share With Community**	
Materials	**[1]Current Contractor Supplied Comp. %**	**[2]Unit Price (Ton)**	**%** 80	**Processing Fee (Ton)**
Aluminum Cans/Cups	**0.27%**	**$1,450.00**	The percentage share with the City/Village is to remain constant for the Term of the Contract.	
Steel Cans	**2.39%**	**$222.50**		
#1 PET	**2.13%**	**$340.00**		
#2 HDPE Natural	**1.49%**	**$710.00**		
#2 HDPE Color (Natural and Color Combined)		**$540.00**		
#5 PP		**$145.00**		
#3-7 Plastic		**$30.00**		
Mixed Glass	**9.69%**	**$** -22.00		
Mixed Paper	**29.20%**	**$82.50**		
OCC	**29.20%**	**$115.00**		
Residue	**25.62%**	**$** -48.50		
Complete Yellow Boxes	**100.00%**			**$** -74.50

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
Materials	**Year 1: 10/1/2024 – 9/30/2025**	**Year 2: 10/1/2025 – 9/30/2026**	**Option Year1: 10/1/2026 – 9//30/2027**	**Option Year 2: 10/1/2027 – 9/30/2028**
Mixed Glass	$ -22.00	$ actual cost	$ actual cost	$ actual cost
Residue	$ -48.50	$ -50.44	$ -52.45	$ -54.55
Processing Fee	$ -74.50	$ -77.48	$ -80.58	$ -83.80
[3]% Share With Community (Complete Again)	80 %	80 %	% 80	% 80

NOTE: *Expenses are to be represented as a negative dollar amount by enclosing the number in parentheses "($123.45)". Utilizing both parentheses and red ink is acceptable "($123.45)". Utilizing red ink only is not acceptable.*

Cuyahoga County
SOLID WASTE DISTRICT

Any or All communities will receive the ~~same rates as the Consortium bid. No minimum requirement~~

BID FORM 8 (REVISED) – (Insert community name here)

PRICE SHEET (2 OF 2)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream			**[3]% Share With Community**	
Materials	**[1]Current Contractor Supplied Comp. %**	**[2]Unit Price (Ton)**	80 %	**Processing Fee (Ton)**
Aluminum Cans/Cups	**0.27%**	**$1,450.00**	The percentage share with the City/Village is to remain constant for the Term of the Contract.	
Steel Cans	**2.39%**	**$222.50**		
#1 PET	**2.13%**	**$340.00**		
#2 HDPE Natural	**1.49%**	**$710.00**		
#2 HDPE Color (Natural and Color Combined)		**$540.00**		
#5 PP		**$145.00**		
#3-7 Plastic		**$30.00**		
Mixed Glass	**9.69%**	**$** -22.00		
Mixed Paper	**29.20%**	**$82.50**		
OCC	**29.20%**	**$115.00**		
Residue	**25.62%**	**$** -48.50		
Complete Yellow Boxes	**100.00%**			**$** -74.50

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
Materials	**Year 1: 10/1/2024 – 9/30/2025**	**Year 2: 10/1/2025 – 9/30/2026**	**Option Year1: 10/1/2026 – 9//30/2027**	**Option Year 2: 10/1/2027 – 9/30/2028**
Mixed Glass	$ -22.00	$ actual cost	$ actual cost	$ actual cost
Residue	$ -48.50	$ -50.44	$ -52.45	$ -54.55
Processing Fee	$ -74.50	$ -77.48	$ -80.58	$ -83.80
[3]% Share With Community (Complete Again)	80 %	80 %	80 %	80 %

NOTE: *Expenses are to be represented as a negative dollar amount by enclosing the number in parentheses "($123.45)". Utilizing both parentheses and red ink is acceptable "($123.45)". Utilizing red ink only is not acceptable.*

WMRA Example

Residential Single Stream				Value Share 80%		
Materials	**Composition %**	**Unit Price**	**Material Value**	**Value Share**	**Processing Fees**	**Rebate or (Tip Fee)**
UBC	0.27%	$1,450.00	$ 3.92			
STEEL CANS	2.39%	$ 222.50	$ 5.32			
#1 PET	2.13%	$ 340.00	$ 7.24			
#2 Natural Hdpe	1.49%	$ 710.00	$ 10.58			
#2 Color Hdpe	0.00%	$ 540.00	$ -			
#5 Polypropylene	0.00%	$ 145.00	$ -			
Other Plastic	0.00%	$ 30.00	$ -			
Mixed Glass	9.69%	$ (22.00)	$ (2.13)			
Mixed paper	29.20%	$ 82.50	$ 24.09			
OCC	29.20%	$ 115.00	$ 33.58			
RESIDUE	25.62%	$ (48.50)	$ (12.43)			
	100.0%		**$ 70.17**	**$ 56.13**	**$ (74.50)**	**$ (18.37)**

BID BOND

Enclose a Bid Bond in the amount of $2,000 for each Consortium Community listed below as security that if the Bid is accepted, a Contract will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents. Should any Bid be accepted, the Bid Bond will be returned to the Successful Bidder by the Community upon proper execution of the Contract. Bid Bonds will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are, rejected.

Consortium Communities
City of Beachwood
Village of Highland Hills
City of Independence
City of Lyndhurst
Village of Moreland Hills
City of Pepper Pike
City of Solon
City of University Heights
Village of Woodmere

Bond No. 874205

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we WM Recycle America, LLC, 7450 Oakleaf Road, Oakwood, OH 44146 the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto City of Beachwood, 23355 Mercantile Road, Beachwood, OH 44122, the Obligee, in the penal sum of Two Thousand and 00/100 Dollars ($2,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Recycling Processing Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 28th day of June 2024.

WM Recycle America, LLC
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Witness: Hilarie Frankenberry
Hilarie Frankenberry, Witness

Evergreen National Indemnity Company
Surety

By: Denise M Borowy
Denise M. Borowy, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Denise M. Borowy, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 28, 2024.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Leslie Nagy

Leslie Nagy
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 874205

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

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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

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

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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

WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: _____
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio) SS:

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

Signed and sealed in Independence, Ohio, this **28th** day of **June**, 2024.

Wan C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2024

State of Ohio

Department of Insurance

Certificate of Authority

This is to Certify, that

EVERGREEN NATIONAL INDEMNITY COMPANY

NAIC No. 12750

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

Section 3929.01 (A)

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

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

Mike DeWine, Governor

Judith French, Director



Evergreen National Indemnity Company

Certificate

2023

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

Statement of Income

Direct Written Premium	41,420,842
Reinsurance Assumed	2,392,355
Reinsurance Ceded	(26,104,423)
Net Written Premium	17,708,774
Change in Unearned	(306,829)
Net Earned Premium	17,401,945
Losses & LAE Incurred	3,322,879
Net Commission Expense	7,351,374
Other Expenses	3,799,836
Underwriting Gain/ (Loss)	2,927,856
Net Investment Income	2,642,252
Net Realized Capital Gains (Loss)	(501,843)
Other Income/ (Expense)	14,081
Income Before FIT	5,082,346
Federal Income Tax	1,095,312
Net Income	**3,987,034**

Balance Sheet

Assets	
Invested Assets	64,762,689
Uncollected premium and agents' balances	1,675,437
Reinsurance Recoverable	149,235
Other Assets	332,083
Total Assets	**66,919,444**
Liabilities & Surplus	
Unearned Premium Reserve	7,776,825
Loss & LAE Reserves	6,734,555
Ceded Reinsurance Payable	3,355,886
Amounts retained for others	1,533,470
Other Liabilities	2,243,329
Total Liabilities	**21,644,065**
Surplus	**45,275,379**
Total Liabilities & Surplus	**66,919,444**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

David A. Canzone, Treasurer

Bond No. 874206

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we WM Recycle America, LLC, 7450 Oakleaf Road, Oakwood, OH 44146 the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto City of Independence, 6800 Brecksville Road, Independence, OH 44131, the Obligee, in the penal sum of Two Thousand and 00/100 Dollars ($2,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Recycling Processing Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 28th day of June 2024.

WM Recycle America, LLC
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Witness: Hilarie Frankenberry
Hilarie Frankenberry, Witness

Evergreen National Indemnity Company
Surety

By: Denise M Borowy
Denise M. Borowy, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Denise M. Borowy, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 28, 2024.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Leslie Nagy

Leslie Nagy
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 874206

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

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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

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

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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

WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: _____
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio) SS:

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

Signed and sealed in Independence, Ohio, this **28th** day of **June**, 2024.

Wan C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2024

State of Ohio

Department of Insurance

Certificate of Authority

This is to Certify, that

EVERGREEN NATIONAL INDEMNITY COMPANY

NAIC No. 12750

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

Section 3929.01 (A)

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

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

Mike DeWine, Governor

Judith French, Director

Evergreen National Indemnity Company

Certificate

2023

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

Statement of Income

Direct Written Premium	41,420,842
Reinsurance Assumed	2,392,355
Reinsurance Ceded	(26,104,423)
Net Written Premium	17,708,774
Change in Unearned	(306,829)
Net Earned Premium	17,401,945
Losses & LAE Incurred	3,322,879
Net Commission Expense	7,351,374
Other Expenses	3,799,836
Underwriting Gain/ (Loss)	2,927,856
Net Investment Income	2,642,252
Net Realized Capital Gains (Loss)	(501,843)
Other Income/ (Expense)	14,081
Income Before FIT	5,082,346
Federal Income Tax	1,095,312
Net Income	**3,987,034**

Balance Sheet

Assets	
Invested Assets	64,762,689
Uncollected premium and agents' balances	1,675,437
Reinsurance Recoverable	149,235
Other Assets	332,083
Total Assets	**66,919,444**
Liabilities & Surplus	
Unearned Premium Reserve	7,776,825
Loss & LAE Reserves	6,734,555
Ceded Reinsurance Payable	3,355,886
Amounts retained for others	1,533,470
Other Liabilities	2,243,329
Total Liabilities	**21,644,065**
Surplus	**45,275,379**
Total Liabilities & Surplus	**66,919,444**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

David A. Canzone, Treasurer

Bond No. 874207

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we WM Recycle America, LLC, 7450 Oakleaf Road, Oakwood, OH 44146 the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto City of Lyndhurst, 5301 Mayfield Road, Lyndhurst, OH 44124, the Obligee, in the penal sum of Two Thousand and 00/100 Dollars ($2,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Recycling Processing Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 28th day of June 2024.

WM Recycle America, LLC
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Witness: Hilarie Frankenberry
Hilarie Frankenberry, Witness

Evergreen National Indemnity Company
Surety

By: Denise M Borowy
Denise M. Borowy, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Denise M. Borowy, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 28, 2024.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Leslie Nagy
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 874207

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

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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

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

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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

WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: _____
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio) SS:

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

Signed and sealed in Independence, Ohio, this **28th** day of **June**, 2024.

Wan C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2024

State of Ohio

Department of Insurance

Certificate of Authority

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- Commercial Auto - Physical Damage
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- Fidelity
- Fire
- Glass
- Inland Marine
- Multiple Peril - Commercial
- Multiple Peril - Farmowners
- Multiple Peril - Homeowners
- Ocean Marine
- Other Liability
- Private Passenger Auto - Liability
- Private Passenger Auto - No Fault
- Private Passenger Auto - Physical Damage
- Surety
- Workers Compensation

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

Mike DeWine, Governor

Judith French, Director



Evergreen National Indemnity Company

Certificate

2023

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Balance Sheet

Assets	
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I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

David A. Canzone, Treasurer

Bond No. 874208

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we WM Recycle America, LLC, 7450 Oakleaf Road, Oakwood, OH 44146 the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto City of Pepper Pike, 28000 Shaker Boulevard, Pepper Pike, OH 44124, the Obligee, in the penal sum of Two Thousand and 00/100 Dollars ($2,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Recycling Processing Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 28th day of June 2024.

WM Recycle America, LLC
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Witness: Hilarie Frankenberry
Hilarie Frankenberry, Witness

Evergreen National Indemnity Company
Surety

By: Denise M Borowy
Denise M. Borowy, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Denise M. Borowy, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 28, 2024.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Leslie Nagy
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 874208

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Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
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Mike DeWine, Governor

Judith L. French

Judith French, Director

Evergreen National Indemnity Company

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David A. Canzone, Treasurer

Bond No. 874209

Bid Bond

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WHEREAS, the Principal is herewith submitting a bid or proposal for Recycling Processing Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

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Signed, sealed and executed this 28th day of June 2024.

WM Recycle America, LLC
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Witness: Hilarie Frankenberry
Hilarie Frankenberry, Witness

Evergreen National Indemnity Company
Surety

By: Denise M Borowy
Denise M. Borowy, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

POWER OF ATTORNEY

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1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

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The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 28, 2024.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Leslie Nagy
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

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

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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

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

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS.

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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

WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: _____
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio) SS:

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

Signed and sealed in Independence, Ohio, this 28th day of June, 2024.

Wan C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2024

State of Ohio

Department of Insurance

Certificate of Authority

This is to Certify, that

EVERGREEN NATIONAL INDEMNITY COMPANY

NAIC No. 12750

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

Section 3929.01 (A)

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

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

Mike DeWine, Governor

Judith French, Director



Evergreen National Indemnity Company

Certificate

2023

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

Statement of Income

Direct Written Premium	41,420,842
Reinsurance Assumed	2,392,355
Reinsurance Ceded	(26,104,423)
Net Written Premium	17,708,774
Change in Unearned	(306,829)
Net Earned Premium	17,401,945
Losses & LAE Incurred	3,322,879
Net Commission Expense	7,351,374
Other Expenses	3,799,836
Underwriting Gain/ (Loss)	2,927,856
Net Investment Income	2,642,252
Net Realized Capital Gains (Loss)	(501,843)
Other Income/ (Expense)	14,081
Income Before FIT	5,082,346
Federal Income Tax	1,095,312
Net Income	**3,987,034**

Balance Sheet

Assets	
Invested Assets	64,762,689
Uncollected premium and agents' balances	1,675,437
Reinsurance Recoverable	149,235
Other Assets	332,083
Total Assets	**66,919,444**
Liabilities & Surplus	
Unearned Premium Reserve	7,776,825
Loss & LAE Reserves	6,734,555
Ceded Reinsurance Payable	3,355,886
Amounts retained for others	1,533,470
Other Liabilities	2,243,329
Total Liabilities	**21,644,065**
Surplus	**45,275,379**
Total Liabilities & Surplus	**66,919,444**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

David A. Canzone, Treasurer

Bond No. 874210

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we WM Recycle America, LLC, 7450 Oakleaf Road, Oakwood, OH 44146 the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto City of University Heights, 2300 Warrensville Center Road, University Heights, OH 44118, the Obligee, in the penal sum of Two Thousand and 00/100 Dollars ($2,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Recycling Processing Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 28th day of June 2024.

WM Recycle America, LLC
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Witness: Hilarie Frankenberry
Hilarie Frankenberry, Witness

Evergreen National Indemnity Company
Surety

By: Denise M Borowy
Denise M. Borowy, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Denise M. Borowy, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 28, 2024.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Leslie Nagy

Leslie Nagy
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 874210

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

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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

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

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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

WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: _____
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio) SS:

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

Signed and sealed in Independence, Ohio, this 28th day of June, 2024.

Wan C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2024

State of Ohio

Department of Insurance

Certificate of Authority

This is to Certify, that

EVERGREEN NATIONAL INDEMNITY COMPANY

NAIC No. 12750

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

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

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

Mike DeWine, Governor

Judith L. French

Judith French, Director



Evergreen National Indemnity Company

Certificate

2023

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

Statement of Income

Direct Written Premium	41,420,842
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Reinsurance Ceded	(26,104,423)
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Other Expenses	3,799,836
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Other Income/ (Expense)	14,081
Income Before FIT	5,082,346
Federal Income Tax	1,095,312
Net Income	**3,987,034**

Balance Sheet

Assets	
Invested Assets	64,762,689
Uncollected premium and agents' balances	1,675,437
Reinsurance Recoverable	149,235
Other Assets	332,083
Total Assets	**66,919,444**
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Unearned Premium Reserve	7,776,825
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Total Liabilities	**21,644,065**
Surplus	**45,275,379**
Total Liabilities & Surplus	**66,919,444**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

David A. Canzone, Treasurer

Bond No. 874211

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we WM Recycle America, LLC, 7450 Oakleaf Road, Oakwood, OH 44146 the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto Village of Highland Hills, 3700 Northfield Road, Highland Hills, OH 44122, the Obligee, in the penal sum of Two Thousand and 00/100 Dollars ($2,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Recycling Processing Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 28th day of June 2024.

WM Recycle America, LLC
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Witness: Hilarie Frankenberry
Hilarie Frankenberry, Witness

Evergreen National Indemnity Company
Surety

By: Denise M Borowy
Denise M. Borowy, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Denise M. Borowy, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 28, 2024.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Leslie Nagy
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 874211

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Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
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By: _____
William J. Koval, Jr., Notary Public
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Signed and sealed in Independence, Ohio, this **28th** day of **June**, 2024.

Wan C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2024

State of Ohio

Department of Insurance

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- Private Passenger Auto - No Fault
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- Surety
- Workers Compensation

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

Mike DeWine, Governor

Judith French, Director



Evergreen National Indemnity Company

Certificate

2023

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Other Liabilities	2,243,329
Total Liabilities	**21,644,065**
Surplus	**45,275,379**
Total Liabilities & Surplus	**66,919,444**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

David A. Canzone, Treasurer

Bond No. 874212

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we WM Recycle America, LLC, 7450 Oakleaf Road, Oakwood, OH 44146 the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto Village of Moreland Hills, 4350 SOM Center Road, Moreland Hills, OH 44022, the Obligee, in the penal sum of Two Thousand and 00/100 Dollars ($2,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Recycling Processing Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

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Signed, sealed and executed this 28th day of June 2024.

WM Recycle America, LLC
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Witness: Hilarie Frankenberry
Hilarie Frankenberry, Witness

Evergreen National Indemnity Company
Surety

By: Denise M Borowy
Denise M. Borowy, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Denise M. Borowy, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 28, 2024.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Leslie Nagy

Leslie Nagy
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 874212

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

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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

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

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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

WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: _____
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio) SS:

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

Signed and sealed in Independence, Ohio, this 28th day of June, 2024.

Wan C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2024

State of Ohio

Department of Insurance

Certificate of Authority

This is to Certify, that

EVERGREEN NATIONAL INDEMNITY COMPANY

NAIC No. 12750

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

Section 3929.01 (A)

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

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

Mike DeWine, Governor

Judith French, Director



Evergreen National Indemnity Company

Certificate

2023

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

Statement of Income

Direct Written Premium	41,420,842
Reinsurance Assumed	2,392,355
Reinsurance Ceded	(26,104,423)
Net Written Premium	17,708,774
Change in Unearned	(306,829)
Net Earned Premium	17,401,945
Losses & LAE Incurred	3,322,879
Net Commission Expense	7,351,374
Other Expenses	3,799,836
Underwriting Gain/ (Loss)	2,927,856
Net Investment Income	2,642,252
Net Realized Capital Gains (Loss)	(501,843)
Other Income/ (Expense)	14,081
Income Before FIT	5,082,346
Federal Income Tax	1,095,312
Net Income	**3,987,034**

Balance Sheet

Assets	
Invested Assets	64,762,689
Uncollected premium and agents' balances	1,675,437
Reinsurance Recoverable	149,235
Other Assets	332,083
Total Assets	**66,919,444**
Liabilities & Surplus	
Unearned Premium Reserve	7,776,825
Loss & LAE Reserves	6,734,555
Ceded Reinsurance Payable	3,355,886
Amounts retained for others	1,533,470
Other Liabilities	2,243,329
Total Liabilities	**21,644,065**
Surplus	**45,275,379**
Total Liabilities & Surplus	**66,919,444**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

David A. Canzone, Treasurer

Bond No. 874213

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we WM Recycle America, LLC, 7450 Oakleaf Road, Oakwood, OH 44146 the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto Village of Woodmere, 27899 Chagrin Boulevard, Woodmere, OH 44122, the Obligee, in the penal sum of Two Thousand and 00/100 Dollars ($2,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Recycling Processing Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 28th day of June 2024.

WM Recycle America, LLC
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

Witness: Hilarie Frankenberry
Hilarie Frankenberry, Witness

Evergreen National Indemnity Company
Surety

By: Denise M Borowy
Denise M. Borowy, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple, Witness

POWER OF ATTORNEY

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1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 28, 2024.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Leslie Nagy
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 874213

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

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
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Wan C. Collier, Secretary

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Evergreen National Indemnity Company

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I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

David A. Canzone, Treasurer

Cuyahoga County
SOLID WASTE DISTRICT

ADDENDUM 1
6-18-2024

ITB FOR RECYCLING PROCESSING SERVICES
FOR A CONSORTIUM COMPRISED OF
City of Beachwood, Village of Highland Hills, City of Independence, City of Lyndhurst, Village of Moreland Hills, City of Pepper Pike, City of Solon, City of University Heights, and Village of Woodmere

This Addendum addresses questions submitted at the mandatory Pre-Bid Meeting or in writing to the District. This Addendum supplements and amends the *Invitation to Bid for Recycling Processing Services* issued by the Cuyahoga County Solid Waste District on June 5, 2024.

1. Can all the current rates be provided for:
   Recycling Contract
   Recycle processing
   Glass
   Residue
   Share %
   Container services (OCC & Paper)
   Price per pull
   Price per ton
   The current contracts for recycling processing use a price per ton, rather than a blended market rate. See attached price sheet.

2. Will documents signed with E-signature and notarized be accepted?
   Yes.

3. Can you get clarification regarding if you will need a separate $2,000.00 bid bond for EACH community or if one bid bond of $16,000.00 will suffice?
   Bidders must provide a separate bid bond for each community for each bid submitted.

4. Submittal of copies – Page 3 says two printed and one digital, Page 8 says one printed and one digital.
   One (1) original (printed) + one (1) duplicate copy (printed) + one (1) electronic copy (flash/jump drive)

5. Are we able to submit 1 bid bond for both the recycling and the hauling/disposal? Or do we need to submit separate bid bonds for each bid?
   Bidders must provide a separate bid bond for each community for each bid submitted.

6. Would we consider creating separate bid sheets for individual consortium community?
   Replace BID FORM 8 - PRICE SHEET (1 OF 2) and BID FORM 8 – PRICE SHEET (2 OF 2) with the revised price sheets attached. BID FORM 8 - PRICE SHEET (1 OF 2) and BID FORM 8 – PRICE SHEET (2 OF 2) affords the Bidder the opportunity to provide pricing for the entire consortium; each individual community; or both.

Cuyahoga County
SOLID WASTE DISTRICT

7. Will Pepper Pike ever collect curbside recyclables loose, instead of using blue bags?
   This cannot be determined at this time.

8. Would the District consider including a separate price per ton Price Sheet (for recycling)?
   No.

9. Can the bidders use their preferred market index, instead of recyclingmarkets.net ?
   Yes, but it must be made available for the Consortium members to access at any time. A printed copy of the pricing sheet utilized to create the monthly invoice must accompany the invoice for each community.

10. Are electronic weight/scale slips for Recyclables acceptable versus printed?
    Yes.

11. For the containers, can we get the number of pulls per year?
    The data will be forwarded as *Addendum 2* as soon as it is received from all of the communities.

12. On Bid Form 8, can the District provide a separate composition percentage for Mixed Paper and OCC?
    Yes. Replace BID FORM 8 – PRICE SHEET (2 OF 2) with the revised price sheets attached

13. Can we add a delivery charge for containers services on Bid Form 8?
    Replace BID FORM 8 – PRICE SHEET (1 OF 2) with the revised price sheets attached.

14. Can the bid opening be pushed back a week?
    The bid opening has been moved to NOON on Tuesday, July 9, 2024, at the CCSWD.

Cuyahoga County
SOLID WASTE DISTRICT

Current Consortium Contract Pricing

	Recycling		Disposal	
Communities	**Contractor (R)**	**Opt. YR 2 (R)**	**Contractor (D)**	**Opt. YR 2 (D)**
Beachwood	Kimble	$ 60.68	Kimble	$ 46.69
Highland Hills	Kimble	$ 90.47	Kimble	$ 46.69
Independence	Kimble	$ 76.13	n/a	
Lyndhurst	Kimble	$ 60.68	Kimble	$ 46.69
Moreland Hills	Kimble	$ 60.68	Kimble	$ 46.69
Pepper Pike *	Kimble	$ 105.92	Republic	$ 44.21
Solon	Kimble	$ 76.13	Republic	$ 44.21
University Heights **	Kimble	$ 105.92	Republic	$ 44.21
Woodmere	Kimble	$ 60.68	Kimble	$ 46.69

*Bagged recyclables

** Switching from bagged to loose recyclables by 10-1-2024

Container Rental and Hauling Services (Fiber) OCC and Mixed paper

KIMBLE					
	10-yard	**20-yard**	**40-yard**		
Container Rental Fee	$62.50	$62.50	$62.50		
	Price per pull	**Price per pull**	**Price per pull**	**Price per ton Mixed**	**Price per ton OCC**
Option Year 2	$317.00	$317.00	$317.00	$38.00	$0.00

REPUBLIC/BFI				
	10-yard	**20-yard**	**40-yard**	
Container Rental Fee				
	Price per pull	**Price per pull**	**Price per pull**	**Price per ton**
Option Year 2	No Bid			

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED)

PRICE SHEET (1 OF 2)

Recycling Processing Services for Bagged Recyclables Indicate the price per ton to be charged for the processing of bagged recyclables at the MRF.	
Contract Year	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$
Year 2: 10/1/2025 – 9/30/2026	$
Option Year 1: 10/1/2026 – 9//30/2027	$
Option Year 2: 10/1/2027 – 9/30/2028	$

Container Services for OCC and Mixed Paper Recycling (REVISED) - Consortium				
	10-yard	**20-yard**	**40-yard**	
Container Rental Fee	$	$	$	
Delivery Charge	$	$	$	
	Price Per pull	**Price per pull**	**Price per pull**	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$	$	$	$
Year 2: 10/1/2025 – 9/30/2026	$	$	$	$
Option Year 1: 10/1/2026 – 9//30/2027	$	$	$	$
Option Year 2: 10/1/2027– 9/30/2028	$	$	$	$

Container Services for OCC and Mixed Paper Recycling (REVISED) **(Insert community name here)_____**				
	10-yard	**20-yard**	**40-yard**	
Container Rental Fee	$	$	$	
Delivery Charge	$	$	$	
	Price Per pull	**Price per pull**	**Price per pull**	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$	$	$	$
Year 2: 10/1/2025 – 9/30/2026	$	$	$	$
Option Year 1: 10/1/2026 – 9//30/2027	$	$	$	$
Option Year 2: 10/1/2027– 9/30/2028	$	$	$	$

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED) - Consortium

PRICE SHEET (2 OF 2)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream			**[3]% Share With Community**	
Materials	**[1]Current Contractor Supplied Comp. %**	**[2]Unit Price (Ton)**	**%**	**Processing Fee (Ton)**
Aluminum Cans/Cups	**0.27%**	**$1,450.00**	The percentage share with the City/Village is to remain constant for the Term of the Contract.	
Steel Cans	**2.39%**	**$222.50**		
#1 PET	**2.13%**	**$340.00**		
#2 HDPE Natural	**1.49%**	**$710.00**		
#2 HDPE Color (Natural and Color Combined)		**$540.00**		
#5 PP		**$145.00**		
#3-7 Plastic		**$30.00**		
Mixed Glass	**9.69%**	**$**		
Mixed Paper	**29.20%**	**$82.50**		
OCC	**29.20%**	**$115.00**		
Residue	**25.62%**	**$**		
Complete Yellow Boxes	**100.00%**			**$**

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
Materials	**Year 1: 10/1/2024 – 9/30/2025**	**Year 2: 10/1/2025 – 9/30/2026**	**Option Year1: 10/1/2026 – 9//30/2027**	**Option Year 2: 10/1/2027 – 9/30/2028**
Mixed Glass	$	$	$	$
Residue	$	$	$	$
Processing Fee	$	$	$	$
[3]% Share With Community (Complete Again)	%	%	%	%

NOTE: *Expenses are to be represented as a negative dollar amount by enclosing the number in parentheses "($123.45)". Utilizing both parentheses and red ink is acceptable "($123.45)". Utilizing red ink only is not acceptable.*

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED) – (Insert community name here)_____

PRICE SHEET (2 OF 2)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream			**[3]% Share With Community**	
Materials	**[1]Current Contractor Supplied Comp. %**	**[2]Unit Price (Ton)**	**%**	**Processing Fee (Ton)**
Aluminum Cans/Cups	**0.27%**	**$1,450.00**	The percentage share with the City/Village is to remain constant for the Term of the Contract.	
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Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
Materials	**Year 1: 10/1/2024 – 9/30/2025**	**Year 2: 10/1/2025 – 9/30/2026**	**Option Year1: 10/1/2026 – 9//30/2027**	**Option Year 2: 10/1/2027 – 9/30/2028**
Mixed Glass	$	$	$	$
Residue	$	$	$	$
Processing Fee	$	$	$	$
[3]% Share With Community (Complete Again)	%	%	%	%

NOTE: ***Expenses are to be represented as a negative dollar amount by enclosing the number in parentheses "($123.45)". Utilizing both parentheses and red ink is acceptable "($123.45)". Utilizing red ink only is not acceptable.***

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8: PRICE SHEET (2 OF 2) - INSTRUCTIONS

The composition analysis and documentation of commodity pricing is to be completed as outlined in II. Scope of Services. The price resulting from updating **BID FORM 8 – Pricing Sheet 2 of 2** (yellow boxes in **BID FORM 8**) will remain in effect until 9-30-2025. Prior to 9-30-2025, the process of performing a composition analysis, updating the composition percentages and commodity market values, and calculating an updated price for Recycling Processing Services will be completed. This process will be repeated prior to 9-30-2026, 9-30-2027, and 9-30-2028 respectively. The remaining individual commodity prices shall be updated by the Contractor monthly and reflected as an updated table accompanying the monthly invoice to the City/Village. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and the Consortium.

https://www.recyclingmarkets.net/secondarymaterials/prices.html?cid=3&city=CHICAGO+%28Midwest+%2F+Central%29#prices

[1]Neither the District nor the Consortium have conducted a composition analysis for any of the Consortium communities. The Consortium's current recyclables processing Contractor has provided the composition percentages experienced in their MRF. These percentages have been inserted into **BID FORM 8 – Price Sheet (2 of 2): Market Rate Calculation for Recycling Processing Services.** .

[2] Commodity pricing was obtained on 5-22-2024 from RecyclingMarkets.Net
https://www.recyclingmarkets.net/secondarymaterials/prices.html?cid=3&city=CHICAGO+%28Midwest+%2F+Central%29#prices

[3]The percentage share with the City/Village is to remain constant for the term of the Contract. Insert the percentage from prior table into each year's respective box.

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8: PRICE SHEET (2 OF 2) - EXAMPLE OF CALCULATIONS

EXAMPLE

BID FORM 8 – CONSORTIUM

PRICE SHEET (2 OF 2)

Percentage of Gross Revenue

EXAMPLE

Market Rate Calculation For Recycling Processing Services							
Loose Residential Single Stream				[3]% Share With Community			
Materials	[1]Current Contractor Supplied Comp. %	[2]Unit Price (Ton)	Total Revenue (Ton)	85%	Processing Fee (Ton)	Total Revenue minus Processing Fee	Revenue to City
Aluminum Cans/Cups	0.27%	$1,450.00	$3.92	The percentage share with the City/Village is to remain constant for the Term of the Contract.			
Steel Cans	2.39%	$222.50	$5.32				
#1 PET	2.13%	$340.00	$7.24				
#2 HDPE Natural	1.49%	$710.00	$10.58				
#2 HDPE Color	0.00%	$540.00	$0.00				
#5 PP	0.00%	$145.00	$0.00				
#3-7 Plastic	0.00%	$30.00	$0.00				
Mixed Glass	9.69%	($22.00)	($2.13)				
Mixed Paper	29.20%	$82.50	$24.09				
OCC	29.20%	$115.00	$33.58				
Residue	25.62%	($45.00)	($11.53)				
Complete Yellow	99.99%		$71.06	$60.40	($75.00)	($14.60)	($14.60)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
Materials	Year 1: 10/1/2024 – 9/30/2025	Year 2: 10/1/2025 – 9/30/2026	Option Year 1: 10/1/2026 – 9/30/2027	Option Year 2: 10/1/2027 – 9/30/2028
Mixed Glass	($22.00)	actual cost	actual cost	actual cost
Residue	($45.00)	($47.00)	($49.15)	($51.35)
Processing Fee	($75.00)	($78.38)	($81.90)	($85.59)
[3]% Share With Community (complete again)	85%	85%	85%	85%

NOTE: *Expenses are to be represented as a negative dollar amount by enclosing the number in parentheses "($123.45)". Utilizing both parentheses and red ink is acceptable "($123.45)". Utilizing red ink only is not acceptable.*

Cuyahoga County
SOLID WASTE DISTRICT

ADDENDUM 2
6-26-2024

ITB FOR RECYCLING PROCESSING SERVICES
FOR A CONSORTIUM COMPRISED OF
City of Beachwood, Village of Highland Hills, City of Independence, City of Lyndhurst, Village of Moreland Hills, City of Pepper Pike, City of Solon, City of University Heights, and Village of Woodmere

This Addendum addresses questions submitted at the mandatory Pre-Bid Meeting or in writing to the District. This Addendum supplements and amends the *Invitation to Bid for Recycling Processing Services* issued by the Cuyahoga County Solid Waste District on June 5, 2024.

1. Point of clarification pertaining to the City of Independence.
   The City of Independence is only participating in the Recycling Consortium ITB. The City of Independence has a transfer and disposal contract that is completely separate from the Consortium's ITB for Transfer and Disposal..

2. The City of Pepper Pike is requesting that a price for the processing of blue bagged recyclables be provided to them via the Consortium Bid response. They also request that they be considered as part of the volume associated with Consortium's loose recycling processing cost. The City of Pepper Pike is investigating methods for delivering loose recyclables to the Recycling Processor.

3. On Wednesday, June 26, 2024 at 9:00 a.m., the members of the Recycling Consortium met with the District to discuss the concern brought forth by all of the entities in attendance at the Mandatory Pre-Bid meeting for this ITB pertaining to a community's participation in this Consortium. The potential Bidders conveyed their belief that the communities listed as participating in the Consortium should be obliged to utilize a singular Recycling Processor, and not be allowed to choose another service provider. The District shared with the communities participating in this ITB the implications on pricing when not all of the communities participate with a singular Recycling Processor (amount of tonnage affects pricing).

4. The District informed the communities participating in this ITB, that based on the concern raised in #3 above, that a Bid Sheet for the Consortium, inclusive of all of the listed/participating communities, as well as a Bid Sheet for each individual community was provided to the potential Bidders via Addendum 1. The Bidders were instructed to complete Bid Sheets for either the Consortium; individual communities; or both.

5. At the bottom of *Bid Form 8 (REVISED) – Consortium PRICE SHEET (2 of 2)*, the Bidder shall indicate if the prices set forth in the bid form can be enjoyed based upon a lesser tonnage than set forth in this ITB's *Table 1: Estimated Annual Tonnage of Materials*, and if so, what is that lesser tonnage amount.

Cuyahoga County
SOLID WASTE DISTRICT

Table 2: Container Services for OCC and Mixed Paper Recycling (UPDATED)

Consortium Member	Container Service
Beachwood	No current service. May want to add OCC The City of Beachwood did not use any open top containers at all for anything last year.
Highland Hills	No current service. Highland Hills has (2) recyclable 8-yard containers each pulled once per week.
Independence	No current service. Do not utilize large containers for collection of recyclables.
Lyndhurst	No current service.
Moreland Hills	No current service
Pepper Pike	40- yard for OCC picked up approx. 3 x / month (on-call service).
Solon	Option to rent as needed. 30-yard for OCC and paper Solon doesn't use any of the containers on the Solid Waste or Recycling bid.
University Heights	30-yard for OCC
Woodmere	No current service. Woodmere does not have any containers for any solid waste or recycling.

Cuyahoga County
SOLID WASTE DISTRICT

ADDENDUM 3
7-3-2024

ITB FOR RECYCLING PROCESSING SERVICES
FOR A CONSORTIUM COMPRISED OF
City of Beachwood, Village of Highland Hills, City of Independence, City of Lyndhurst, Village of Moreland Hills, City of Pepper Pike, City of Solon, City of University Heights, and Village of Woodmere

This Addendum addresses questions submitted at the mandatory Pre-Bid Meeting or in writing to the District. This Addendum supplements and amends the *Invitation to Bid for Recycling Processing Services* issued by the Cuyahoga County Solid Waste District on June 5, 2024.

1. Are waste haulers allowed to bid a price for one community totally different than that of all the other communities?
   Bidders may submit a bid(s) that reflects a price for loose recyclables as follows:
   - A price for all communities listed as participating in the consortium [BID FORM 8 (REVISED) – Consortium PRICE SHEET (2 OF 2)]; and/or,
   - An individual price for each community [BID FORM 8 (REVISED) – (Insert community name here)___ PRICE SHEET (2 OF 2)] ; and/or,
   - All the above.

2. Bidders must provide a response for processing bagged recyclables for Pepper Pike [BID FORM 8 (REVISED) PRICE SHEET (1 OF 2)].

3. NOTE: This is the last communication pertaining to this Invitation to Bid. Per Invitation to Bid for Recycling Processing Services, Instructions to Bidders, I. Intent and Purpose, E. "A request for an interpretation of the Bid Documents…no later than three (3) days prior to the date fixed for the opening of Bids."

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED)

PRICE SHEET (1 OF 2)

Recycling Processing Services for Bagged Recyclables Indicate the price per ton to be charged for the processing of bagged recyclables at the MRF.	
Contract Year	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$
Year 2: 10/1/2025 – 9/30/2026	$
Option Year 1: 10/1/2026 – 9//30/2027	$
Option Year 2: 10/1/2027 – 9/30/2028	$

Container Services for OCC and Mixed Paper Recycling (REVISED) - Consortium				
	10-yard	**20-yard**	**40-yard**	
Container Rental Fee	$	$	$	
Delivery Charge	$	$	$	
	Price Per pull	**Price per pull**	**Price per pull**	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$	$	$	$
Year 2: 10/1/2025 – 9/30/2026	$	$	$	$
Option Year 1: 10/1/2026 – 9//30/2027	$	$	$	$
Option Year 2: 10/1/2027– 9/30/2028	$	$	$	$

Container Services for OCC and Mixed Paper Recycling (REVISED) **(Insert community name here)_____**				
	10-yard	**20-yard**	**40-yard**	
Container Rental Fee	$	$	$	
Delivery Charge	$	$	$	
	Price Per pull	**Price per pull**	**Price per pull**	**Price per ton**
Year 1: 10/1/2024 – 9/30/2025	$	$	$	$
Year 2: 10/1/2025 – 9/30/2026	$	$	$	$
Option Year 1: 10/1/2026 – 9//30/2027	$	$	$	$
Option Year 2: 10/1/2027– 9/30/2028	$	$	$	$

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED) - Consortium

PRICE SHEET (2 OF 2)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream			**[3]% Share With Community**	
Materials	**[1]Current Contractor Supplied Comp. %**	**[2]Unit Price (Ton)**	**%**	**Processing Fee (Ton)**
Aluminum Cans/Cups	**0.27%**	**$1,450.00**	The percentage share with the City/Village is to remain constant for the Term of the Contract.	
Steel Cans	**2.39%**	**$222.50**		
#1 PET	**2.13%**	**$340.00**		
#2 HDPE Natural	**1.49%**	**$710.00**		
#2 HDPE Color (Natural and Color Combined)		**$540.00**		
#5 PP		**$145.00**		
#3-7 Plastic		**$30.00**		
Mixed Glass	**9.69%**	**$**		
Mixed Paper	**29.20%**	**$82.50**		
OCC	**29.20%**	**$115.00**		
Residue	**25.62%**	**$**		
Complete Yellow Boxes	**100.00%**			**$**

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
Materials	**Year 1: 10/1/2024 – 9/30/2025**	**Year 2: 10/1/2025 – 9/30/2026**	**Option Year1: 10/1/2026 – 9//30/2027**	**Option Year 2: 10/1/2027 – 9/30/2028**
Mixed Glass	$	$	$	$
Residue	$	$	$	$
Processing Fee	$	$	$	$
[3]% Share With Community (Complete Again)	%	%	%	%

NOTE: *Expenses are to be represented as a negative dollar amount by enclosing the number in parentheses "($123.45)". Utilizing both parentheses and red ink is acceptable "($123.45)". Utilizing red ink only is not acceptable.*

Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8 (REVISED) – (Insert community name here)_____

PRICE SHEET (2 OF 2)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream			**[3]% Share With Community**	
Materials	**[1]Current Contractor Supplied Comp. %**	**[2]Unit Price (Ton)**	**%**	**Processing Fee (Ton)**
Aluminum Cans/Cups	**0.27%**	**$1,450.00**	The percentage share with the City/Village is to remain constant for the Term of the Contract.	
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Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
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Mixed Glass	$	$	$	$
Residue	$	$	$	$
Processing Fee	$	$	$	$
[3]% Share With Community (Complete Again)	%	%	%	%

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Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8: PRICE SHEET (2 OF 2) - INSTRUCTIONS

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Cuyahoga County
SOLID WASTE DISTRICT

BID FORM 8: PRICE SHEET (2 OF 2) - EXAMPLE OF CALCULATIONS

EXAMPLE

BID FORM 8 – CONSORTIUM
PRICE SHEET (2 OF 2)
Percentage of Gross Revenue

EXAMPLE

Market Rate Calculation For Recycling Processing Services							
Loose Residential Single Stream				[3]% Share With Community			
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Mixed Glass	9.69%	($22.00)	($2.13)				
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OCC	29.20%	$115.00	$33.58				
Residue	25.62%	($45.00)	($11.53)				
Complete Yellow	99.99%		$71.06	$60.40	($75.00)	($14.60)	($14.60)

Market Rate Calculation For Recycling Processing Services				
Loose Residential Single Stream				
Materials	Year 1: 10/1/2024 – 9/30/2025	Year 2: 10/1/2025 – 9/30/2026	Option Year 1: 10/1/2026 – 9/30/2027	Option Year 2: 10/1/2027 – 9/30/2028
Mixed Glass	($22.00)	actual cost	actual cost	actual cost
Residue	($45.00)	($47.00)	($49.15)	($51.35)
Processing Fee	($75.00)	($78.38)	($81.90)	($85.59)
[3]% Share With Community (complete again)	85%	85%	85%	85%

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CUYAHOGA COUNTY SOLID WASTE DISTRICT COPY

Recycling Processing Services
Due July 9, 2024 at 12:00pm

SUBMITTED BY

WM Recycle America, L.L.C.

CONTACT
Vince Crawford | Senior Account Executive
440-226-6321 | vcrawford@wm.com

WM Recycle America, L.L.C.
7450 Oak Leaf Rd.
Oakwood Village, OH 44146

July 9, 2024

Cuyahoga County Solid Waste District
4750 East 131 Street
Garfield Heights, OH 44105

Attn: Beth Biggins-Ramer, Executive Director

Dear Ms. Biggins-Ramer:

WM Recycle America, L.L.C. (WM) is pleased to provide the Cuyahoga County Solid Waste District (the District) this fully responsive proposal in response to the Invitation to Bid (ITB) for Recycling Processing Services. We acknowledge receipt and understanding of Addendum 1, issued on June 18, 2024, and Addendum 2, issued on June 26, 2024. WM wishes to earn the business of the Consortium Communities and be the solution provider for the municipalities' recycling needs.

In making this offer of services, WM represents that:

- ✓ We have reviewed and understand the District's requirements on behalf of the Consortium Communities as expressed in the ITB and are prepared to negotiate an agreement that will exceed your expectations.
- ✓ We have the financial strength and recycling expertise to collaborate with the Consortium Communities to provide the landfill diversion solutions the municipalities need now and into the future.
- ✓ We have the worldwide network for material markets to maximize the value of the Consortium Communities' recycled materials
- ✓ WM's customer-specific material stream composition analysis methodology will provide municipalities with unmatched insight into the composition of your materials and the greatest value as rebates are calculated on real composition versus the average composition of the facility. Please see Appendix for more information.

I am WM's primary contact for execution and management of this project. We are excited for this opportunity to begin a relationship with the Consortium Communities. We look forward to assisting with your sustainability success. WM welcomes the opportunity to discuss the enclosed proposal.

Sincerely,

Vince Crawford

Vince Crawford, Senior Account Executive
440-226-6321, vcrawford@wm.com

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Data contained in this proposal represents the most recently published information for WM's wholly owned operations, unless otherwise indicated.



1 | Bidder Identification and Statement of Qualifications

The following are the narratives requested in Form 1.

Describe your company's (corporate) qualifications, experience, and capacity to provide the services requested in ITB Section II: Scope of Services.

While we are a large company, we are indeed your local provider, with employees who live, work, and raise their families in Cuyahoga County. We are strongly committed to a foundation of sustainability, innovation, financial strength, and professionalism.

Scan here to see a video about the recycling process at WM.

Commented [YC1]: Change to different video - Vince will send me

Commented [YC2R1]: Waiting for update - how external party can access video (vs. sharepoint)

WM: Who We Are and What We Do

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 48,000 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

WM At-A-Glance (data represents the most recently published information)

People	Operations				
48,000 team members	**263** solid waste landfills	**5** hazardous waste landfills	**497** hauling facilities	**332** transfer facilities	**$32.8B** asset base

Material is Repurposed	Energy is Renewable	Communities are Thriving
102 recycling facilities **41** organics recycling facilities, including WM CORe® sites and composting **14.8 million tons** of material recovered	**11,307** alternative-fuel vehicles **181** natural gas fueling stations **95** landfill gas-to-electricity facilities **23** direct landfill gas-to-industrial customers **17** renewable natural gas facilities	**74** certified wildlife habitat programs **72** pollinator gardens and wildflower meadow projects **291** habitat, species, and education projects "on-the-ground" **13,413** acres actively managed for wildlife preservation

WM is Evolving from Service Provider to Sustainability Leader

WM is more than just a waste management company. We are advancing from a service provider to a true sustainability leader by making it easier for customers to reduce waste, decrease emissions, and use more recycled materials in a manner that is good for people, communities, and the environment.

As we continue to evolve, a critical component of this sustainability strategy is expanding services that support a transition to a lower-carbon economy. With this new strategy, we aim to help customers increase circularity and accelerate their decarbonization goals. And we are investing – significantly – in this sustainability strategy.

With sustainability at the center of everything we do, we feel prepared for today and the future. Please see our latest Sustainability Report for details on our activities.

Scan here to view our latest Sustainability Report.

A Local Company with National Resources

WM is a local company with operations throughout Ohio. We have been providing waste and recycling services to Ohio communities for over 30 years. Our recently opened, state-of-the-art Cleveland Recycling Facility, which is co-located at our Cleveland Transfer Station, provides the latest recycling technology to over 500,000 customers throughout Ohio.

Our Cleveland Recycling Facility will provide the Consortium Communities with operational, management, financial, and reserve resources as part of this Agreement. WM's outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only meet but exceed the District's expectations for recycling services.

WM Recycle America, L.L.C.

WM Recycle America, L.L.C. is an indirect subsidiary of Waste Management, Inc. Our team of professionals will provide world-class recycling services for Consortium Communities from our Cleveland Recycling Facility. We invite municipality representatives to visit our facilities and learn firsthand about our superior operational approach to providing recycling services for your community.

WM's Highly Experienced Local Team

WM brings specialized resources and deep industry experience. The following team members will guide this project and interface directly with the local management team and negotiation process, led by our President, Aaron Johnson.



Aaron Johnson | President, Waste Management of Ohio, Inc.
519-652-5299 x232 | ajohns14@wm.com

As a fourth-generation garbage man, Aaron has not only made waste management a life-long priority, but a meaningful and impactful career. He obtained his start early-on while being immersed in the various responsibilities of a family business started by his great-grandfather in Northwest Indiana. There Aaron worked on the front lines - greasing rear-load trucks, changing tires, assisting drivers, and eventually became a driver himself. In addition to working those facets of the family business, he also worked in sales. In 2003, WM acquired Aaron's family business,

marking the beginning of his journey alongside the WM family, just a few months after graduating from Purdue University.

At just 22 years old, he became a District Manager for WM, managing sites such as LaPorte, Kokomo, and San Jose, California before coming back to the Midwest in 2006 as WM's Senior District Manager in Illinois. After seven years in the Chicago area, he became the Area Director of Collection Operations and later the Corporate Director of Operations for the Michigan/Ohio/Indiana area and Corporate Director of Operations for the Northern United States and all of Canada. Most recently, he spent the last three years as the President of Eastern Canada before becoming the President in the Great Lakes.

As President for WM's Great Lakes Area (MI/OH/IN), Aaron leads a team of over 2,500 people, 31 landfills, nine MRF's, 37 hauling districts, and 17 transfer stations. As President of Waste Management of Ohio, Inc., Aaron is the primary executive contact for Cuyahoga County's project.



Johan Chabrel | Director of Engineering, WM Recycle America
631-756-0095 | jchabrel@wm.com

Johan has more than 11 years of experience at WM, serving as the Director of Engineering for WM Recycle America since August of 2023. In his current role, he is responsible for the design, engineering and construction of recycling systems located throughout the eastern U.S. His work has included the design of mechanical equipment systems, preparation of specifications, procurement, and supervision of project teams. Johan is responsible for the extensive detail work performed to integrate a wide array of equipment into a complete turnkey system installed to specific building and site requirements.

Prior to WM, Johan was a mechanical engineer at RRT Design and Construction.



Shawn Logan | Director of Commodity Sales
614-205-8583 | slogan@wm.com

As Director of Commodity Sales, Shawn is responsible for managing a commodity sales team and associated support staff for WM's central and western regions. Shawn comes from a recycling family and has spent 17 years in the industry. Aa a hands-on, creative professional with a proven record of accomplishment within the recycling commodity sales sector, he is an effective general manager, mentor, and negotiator. He has experience in international business negotiations and holds an MBA and CCIC inspector's license.

Prior experience includes Midwest Recycling Sales Manager for WM and a sales rep for Medina Paper Recycling, Inc.



Dave Bower, Area Director, Sustainable Growth
330-340-5977 | dbower@wm.com

Dave oversees Sustainable Growth for WM's Great Lakes Market Area, which includes eight single stream and commercial recycling facilities. His responsibilities include strategic planning, operations oversight, customer retention, and budgeting. Dave has 31 years of industry experience, including energy services, solid waste collection, recycling, and disposal, and has been with WM since 1993.

Dave's experience includes his work as Director of Post Collection Operations for Pennsylvania, Ohio, Kentucky, Michigan, and Indiana throughout his career in post collections with WM. Recently he completed the retrofit of WM's Cleveland Recycling Facility in Cleveland, Ohio. This new plant uses the most advanced automated sorting technologies to process approximately 40 tons of single

stream material per hour, with less than half of the sorters needed in prior-generation recycling facilities. The design of the new Cleveland Facility will deliver the highest quality finished goods to domestic consumers. This facility helps meet the growing demand for single stream processing in Ohio.



Betty Trimper | Area Recycling Manager
248-521-9060 | btrimper@wm.com

As Area Recycling Manager, Betty manages seven WM MRFs, including one single stream facility. Her team oversees the processing of 180,000 tons of recycling. She is responsible for strategic planning, budgeting, capital investment justification, managing key performance indicators, asset and material management, contracts, revenue management, and implementing safety standards. Betty focuses on ensuring a safe, environmentally compliant, and productive work environment. She manages the execution of maintenance standards and preventative programs. Betty is a sustainability leader, and as such, is an asset to WM, the communities she serves, and customers as she assists them in achieving their sustainability goals.

Prior positions include WM District Manager and WM Operations and Plant Manager.



George Brown | Public Affairs Manager
330-307-6821 | gbrown19@wm.com

George is responsible for government and regulatory affairs for WM in the Great Lakes region, with one year of experience at the company. George is a seasoned professional with deep experience in government affairs, who is committed to providing solutions across private and public sectors. With a heart for servant leadership, he maintains a strong background in navigating complex issues related to government, communications, public relations and community affairs.

Prior to joining WM, George was the Executive Director for the Ohio Natural Energy Institute, the public outreach organization for natural gas and oil. Prior to that, he held roles at the Federal Housing Finance Agency and the U.S. Small Business Administration.

Your Local Primary Point of Contact

Vince Crawford, Senior Account Executive
440-226-6321 | vcrawford@wm.com



Vince has worked in the environmental services industry for the past 28 years, with over 20 of those years at WM. In his current role, he is responsible for relationship building and contract management for municipal services throughout central and northeast Ohio. Vince has been solely responsible in managing all of the municipal recycling processing contracts in Ohio for the past seven years. He brings extensive experience and best practices to the District.

References: Empower Your Decision Making with our Satisfied Customers

Our team has relevant experience and expertise in delivering exceptional results in similar projects. As a trusted recyclables management service provider for communities throughout Ohio, we know municipal customers, their processing needs, and their requirements better than any other company.

We have included some of our customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service.

Reference Name

City of Cleveland Heights

Contact Name and Title:

Collette Clinkscale, Director of Public Works

Address:	**Phone:**
40 Severance Circle, Cleveland Heights, OH 44118	216-291-2209

Description of Services:

Providing recycling processing services from 2022 to present.

Reference Name

City of Lakewood

Contact Name and Title:

Glen Bleich, Division Manager, Refuse and Recycling

Address:	**Phone:**
12650 Detroit Ave., Lakewood, OH 44107	216-337-9315

Description of Services:

Providing recyling processing services from 2022 to present.

Reference Name

City of Akron

Contact Name and Title:

Dan Dempsey, Sanitation and Recycling Manager

Address:	**Phone:**
1436 Triplett Blvd., Akron, OH 44306	330-375-2890

Description of Services:

Providing recycling processing services from 2013 to present.

Our Receiving Facility Capabilities

WM's Cleveland Recycling Facility, which is co-located with our Cleveland Transfer Station, at 7450 Oak Leaf Oval, Oakwood Village, OH 44146 is located within a reasonable driving distance of each Consortium Community and **meets the location requirement**.

Our Cleveland Recycling Facility also meets the following minimum requirements:

1) **Scale:** WM's Cleveland Recycling Facility has a truck scale and record-keeping system to weigh and record the tonnage of recyclables delivered by each contracting community. Scale tickets will be provided electronically detailing each load by time and date, truck #, ticket #, and weight.
2) **Staging Area:** WM's Cleveland Recycling Facility has a truck staging area for dumping loads and adequate equipment to assist with the unloading of recyclables as needed.
3) **Staffing:** WM's Cleveland Recycling Facility is staffed and open to receive deliveries from 5:30 a.m. to 6:00 p.m. Monday through Friday, and from 5:30 a.m. to 6:00 p.m. on the Saturday after a week with a holiday.

Local, Regional, and National Resources for the District

With WM, the District's municipalities will receive more than simple recycling services. You will have an ally with unmatched resources that give you peace of mind that your recyclables will be accepted, transferred, and processed of, even during emergency and natural disaster situations.

Local support: There are two other WM processing facilities in Ohio, one in Pittsburgh, one in Indianapolis, and two facilities in Michigan. This means that if there is a need, we can redirect a municipality's recyclables to these facilities. Having the ability to share processing resources within a small geographic area allows us to service your community without interruption.



Regional support: Our regional operations stretch throughout Ohio, Indiana, and Michigan. This allows our team to respond to regional events with seamless support. Needed resources can be requested from our area to support unusual events if ever needed. These resources can be deployed the same day.

National support: As the leading recycling services provider in North America, in the event of an emergency or natural disaster, we can pull additional resources from our disposal operations throughout the nation.

Our Recycling Processing Services Capabilities

The Contractor must have a Material Recovery Facility to sort and prepare the Recyclables for sale to recycling markets and must be able to provide, or arrange for, the transport of all processed Recyclables to recycling markets.



WM's Cleveland Recycling Facility.

WM has the necessary recycling facility, equipment, capacity, management, labor, and industry experience needed to process and market the recyclables delivered by the contracting communities as detailed below:

- **State-of-the-Art Recycling Facility:** As noted above, WM's Cleveland Recycling Facility will sort and prepare the recyclables for sale to recycling markets. ***WM's state of the art facility is equipped with 11 optical scanners and designed with redundance to capture more recyclables than other plants. WM's technology is able to separate HDPE by natural and color and now capture #5 polypropylene***. WM will provide the transport of all processed recyclables to recycling markets.
- **Established, Industry-Leading Materials Marketing Team:** As described in the following section, WM has strong, established relationships with recycling markets that are sufficient to

ensure that the recyclable materials delivered by the contracting communities are recycled during all market conditions.

- **Regular Composition Analyses:** WM will perform a composition analysis of the recyclable materials for the Consortium to determine contamination levels and recyclable material percentages within the first 90 days of the contract and annually thereafter. Studies will be performed on a representative sample of the recyclable material delivered by each of the contracting communities at WM's expense. WM can work with communities as needed to provide analysis by route or day in conjunction with the City's efforts to improve the recycle stream.

Recycling Experience and Capabilities: WM is Growing Recycling

Recycling is a growing and dynamic movement - what material is in demand, how it is collected, processed, and where a market exists is continuously evolving. As North America's largest residential recycler our focus is on running a recycling operation that is able to constantly adapt, advance, and be sustained for future generations.

We can only accomplish this by being an active contributor to our industry, working together with key stakeholders like the District, and leading the types of changes we believe are essential for current and future recycling growth and viability.

WM is Making Unprecedented Investments in Recycling Infrastructure

Since the late 1990s, WM has gained invaluable experience designing, constructing, operating, and maintaining recycling facilities, and our network now encompasses 102 recycling facilities across North America, including 44 single-stream recycling facilities.

And we are making commitments to grow our recycling business, with recycling playing an integral role in our growth strategy. Over the past decade, we have invested more than $1 billion in recycling infrastructure and we plan to invest approximately $1.2 billion more from 2022 to 2026 in our recycling infrastructure.

WM has invested more than $1 billion in recycling infrastructure over the past decade, we plan to invest $1.2 billion in our recycling infrastructure over the next three years.

Our next generation investments in recycling include adding or replacing eight new single stream recycling facilities (15% of our facilities) and upgrading 23 recycling facilities (44% of our facilities). By 2025, WM expects that 95% of the recycling volume flowing through our residential single stream recycling facilities will be processed with state-of-the-art processing technology.

These new and improved facilities boost recycling efficiency and quality. Each facility will be highly automated based on the typical material composition in that market, expected volumes and the types of recycled materials we plan to sell.

Forging New Processing Technologies

WM operations experts and engineers have collaborated with experts in material separation, image recognition technology, advanced screen technology, high speed baling technology, and other separating and cleaning techniques to continuously improve the efficiency and processing capabilities of our recycling facilities. In total, WM facilities handle around 15 million tons of recyclables in a single year.

Here are a few of the cutting-edge technologies at work at many of our recycling facilities across the country:

Optical Sorters
Optical sorters analyze materials moving along a conveyor belt, then use a stream of air to remove recyclable items at a rate of up to 600 pieces per minute.

Robotics
Robotics provide quality control, picking out additional materials that optical sorters may miss.

Intelligent Sorting
Intelligent sorting enables communication between all pieces of equipment in a recycling facility, which helps improve material quality and eliminate downtime.

Volumetric Scanners
Volumetric scanners evaluate how much material is distributed throughout a facility and adjust to prevent a system from being overloaded.

Cameras
Cameras identify contamination as soon as materials land on a recycling facility's tipping floor, allowing us to quickly notify customers of any issues and remove the offending materials.

Fire Suppression Technology
Fire suppression technology detects fire or smoke that results from flammable materials that sometimes enter the recycling stream and, if needed, deploys a foam cannon to put out flames.

Locally, WM has a more than 30-year history of proudly providing recycling processing and collection services throughout Ohio and in collaboration with our customers, we have made great strides in the quality and quantity of material we process. Through our network of three recycling facilities in Ohio, we are able to process more than 24,000 tons of recyclables per month.

Area Recycling Facilities Owned and Operated by WM

Facility Name	Location	Facility Type	Processing Capabilities
New Cleveland MRF	7450 Oakleaf Road, Oakwood	Single Stream	15,000 Tons per Month
Poland MRF	5505 Center Road, Lowellville	Commercial and Industrial Fiber Dump and Bail	2,000 Tons per Month
Columbus MRF	1006 Walnut Street, Canal Winchester	Commercial and Industrial Fiber Dump and Bail	6,000 Tons per Month

Local Facility and Processing Capabilities

The Consortium Communities' recyclables will be processed at the state-of-the-art WM Cleveland Recycling Facility. As the sole owner and operator of the Cleveland Recycling Facility, recyclables are processed according to the highest industry standards. This facility has ample queuing, parking, processing and storage capability, and can effectively accommodate all incoming and outgoing municipal vehicles.

Opened in 2023, following a $30 million investment, the Cleveland Recycling Facility can process 144,000 tons of material per year.

The Contractor must have established relationships with recycling markets that are sufficient to ensure that the Recyclable Materials delivered by the Contracting Communities to the Contractor are Recycled during all market conditions. Upon request by the District or a Contracting Community, the Contractor must identify the companies to which they sell the Recyclables and provide verifiable information that the Recyclable Materials delivered to the Contractor by the Contracting Communities are being continuously delivered to a recycling market.

Demand for Recyclables - A World Economy and its Local Impact

Every day we work with customers like the municipalities of the District to collect, transport, and sort recyclables, but these local efforts are supported by global economic trends. When economies are thriving, people buy more, which increases the demand for recyclables that are used to produce new products. Also, when fuel prices are high there is a greater demand for recyclable petroleum-based products such as plastic bottles. Such economic factors and the overall strength of the global economy drive demand for recyclable material, the growth of single stream recycling infrastructure, and the expansion of collection programs at the local level. While a global market has supported recycling growth, it also means that market conditions – both positive and negative – are a reality that we must constantly manage in collaboration with our customers.

WM is the largest recycler in North America, handling approximately 15 million tons of recyclables per year at 102 processing facilities.

For more than two decades, WM has sustained recycling programs despite a persistent decline in commodity markets. We have relied heavily on the experience, relationships, and proactive efforts of our material marketing team as well as significant investments in recycling technologies to ensure WM Recycling Facilities are efficiently producing the highest quality feedstock to our customers.

WM's Material Marketing Team

Our Material Marketing Team has expertise in securing end markets for our customers' materials, even during difficult economic times, has proven to be invaluable for the success of North America's recycling programs.

In addition to marketing to domestic and international customers, we target new markets based on global growth trends (GDP), new regulations, and the path of manufacturing. Our team works directly with all end consumers, cutting out the middleman and maximizing our ability to market material to its highest and best use. We also work closely with our recycling facility operations teams to define changes in specifications and quality standards needed to market material. This allows our operations team to confirm the processing standards we utilize to yield material that can be sold.

Our Position on Plastic Exports

WM has responded to market challenges by redirecting our efforts to establish responsible, domestic solutions for plastics.

Nearly 82% of recyclables (paper and plastic) we collect are sold to domestic markets for processing and *no plastics collected on our residential routes and processed at WM single stream recycling facilities are sent outside North America.* Where there is no market, after we have exhausted every effort, we are disposing of this material responsibly.

As your service provider, WM will be the District's advocate for proper management of materials through end of life.

WM's materials marketing team will consistently and aggressively:

- Explore all potential short and long-term material sales options
- Maintain an accurate and detailed compilation of end markets, market opportunities, and material market specifications

- Negotiate and sell materials in an honest, forthright manner to our customers, for the best possible prices on behalf of our projects
- Provide material marketing services that meet customer requirements and help sustain the dependability and long-term sustainability of programs.

Sustainable Outlets Growing Domestically

Since China's retreat from the import market in 2018, domestic markets have slowly begun to come online - particularly for paper and plastic. New and expanded paper mills in the U.S. are using more curbside mixed paper and cardboard while the growing economy in the U.S. and the growth of e-commerce further bolsters fiber markets.

At the same time, pressure on the plastic industry has increased demand for most plastic bottles. Manufacturers who have made commitments to using post-consumer content in their bottles to reduce GHG emissions and marine debris are stepping up to purchase more post-consumer plastic.

A Multi-Faceted Approach to Driving Recycling Growth

Educating Customers We're committed to improving recycling by reducing contamination through our Recycle Right® campaign and community partnerships. Our 2030 goal calls for increasing recovery of materials by 60%.	**Helping Design for Recycling** We are a leader among industry participants working to create guidelines for packaging companies designing with recyclability in mind. We're also working with brands to provide feedback on products/packaging.
Investing in Technology Our significant investments in recycling infrastructure are lowering operating costs and improving plant efficiency while also allowing for dynamic adjustments to respond to evolving end-market demands.	**Supporting Demand Creation** WM works with the U.S. EPA to support its goal to increase the national recycling rate to 50% by 2030, and we also support minimum content legislation at the state level.

Purchasing Recycled Content

We are using our purchasing power to support demand. We signed on to The Association of Plastic Recyclers Demand Champions program and committed to purchase carts, vests, uniforms, and shoes made from post-consumer materials.

Market Identification

As listed in Bid Form 3, the companies to which we currently send our processed recyclables are as follows:

COMPANY	MATERIAL
Universal Scrap Metal	Aluminum cans and cups
Schupan	Aluminum cans and cups
Conti Metals	Steel cans
Pratt Industries	Mixed paper, cardboard, paper cups, cartons

COMPANY	MATERIAL
International Paper	Cardboard
Recycle Fibers	Cardboard
USG Gypsum	Cardboard
Greif	Cardboard
Mohawk Industries	PET plastic bottles
Dak Americas	PET plastic bottles
KW Plastics	PP plastic tubs, PP plastic fast food cups, rigid plastics
Advanced Drainage	HDPE plastic jugs
Axium	HDPE plastic jugs
Carry All Products (CAP Glass)	Glass

Glass Recycling with CAP Glass



WM's Cleveland Recycling Facility has a Glass Recovery & Glass Breaker System, which is part of an Ohio EPA Market Development Grant to support recycling processing improvements. The grant award continues the strong collaboration between WM and the Cuyahoga County Solid Waste Management District to improve recycling capabilities in the State of Ohio.

WM recycles the glass collected in the recycling program so that it can be made into new glass products. It is not used as road base or alternative daily cover. Glass is sorted at WM's Cleveland Recycling Facility and then goes to CAP Glass in Mt. Pleasant, PA for reuse as cullet. Opening their doors in 1989, CAP Glass offers 30 years of glass recycling experience for building materials, glass, and metal reconditioning. CAP Glass is one of the nation's largest recyclers of glass.

The Contractor must be willing to perform a composition analysis of the Recyclable Materials for the Consortium for the purpose of determining Contamination levels and Recyclable Material percentages within the first 90 days of the Contract and annually thereafter prior to the anniversary date of the Contract. The Consortium will require no more than one composition study to be performed annually. The study shall be performed on a representative sample of the Recyclable Material delivered by each of the Contracting Communities at the Contractor's expense. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and each community.

WM's Comprehensive Customer-Specific Recyclables Material Stream Audit Protocol

Since 2013, all WM recycling facilities have been required to participate in our standardized Quality, Auditing, Analysis, and Improvement (AAI) Program. In this program, trained personnel audit inbound (customer material), outbound (commodities), and residue streams. The AAI Program aims to measure what our facilities receive, identify operational improvement opportunities, and determine how to optimize the recovery of recyclables throughout our systems.

Each recycling facility has trained personnel and audit equipment to collect and sort materials into commodity categories per ASTM 5231-2016 standards. All facilities use audit forms and categories that reflect customer and commodity streams. Audit data is entered into our proprietary database to create robust reporting so we can analyze data at the micro and macro scale. Facilities audit their streams with enough frequency to collect statistically reliable data, which is then used to identify areas for improvement.

For each type of audit, WM analyzes the material composition to address various questions to optimize facility performance.

Inbound

Ensure our customers meet composition and quality criteria

What is the quality and value of the material composition?

How much contamination is in the stream?

Does composition align with the customer contract?

Will composition changes impact equipment performance?

Outbound

Ensure our products meet quality standards

Do commodities meet industry standards and buyer criteria?

How can we reduce contamination and minimize risk in our products?

Are manual and technical processes working optimally?

Is there a way to increase yield?

Residue

Monitor to optimize performance and extract more value

Are we missing valuable recyclables?

Are manual and technical processes working optimally?

Can we capture more materials and increase yield?

Do we need to address unsaleable materials that getting into stream that need to be addressed?

Auditing, Analysis, and Continuous Improvement Program



Provided below is information on WM's audit process. After collecting a representative sample, the auditor begins to separate material based on the material categories outlined in the "MRF Audit Material Types" poster and weighs each category on a scale that measures to the tenth of a pound and logs the weights by material type on the Audit Form. Once all materials are weighed, the numbers are entered from the Audit Form into WM's audit database for analysis.

How to Collect a 200-250-pound Sample

1. **Direct the driver to discharge the load in one continuous pile on a clean floor. Make sure to avoid gaps in the discharged load.**



2. **Take Pictures of intact load (immediately after it is dumped. Make sure you capture the entirety of each side (long sides and each end) in each photo.**



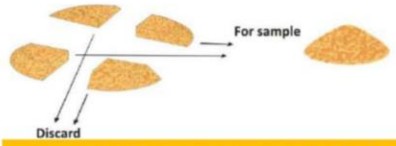
3. **With an excavator or Bobcat scoop material from the pile (2 from near floor, 2 from mid-height in the pile and 2 from high in the pile). Put scoops in a separate pile. Should be at least 800 lbs. of material.**



4. **Mix the 800-pound pile, Cone it (create high pile), then select a quarter of the entire sample to get a sample weighing 200- 250 pounds.**



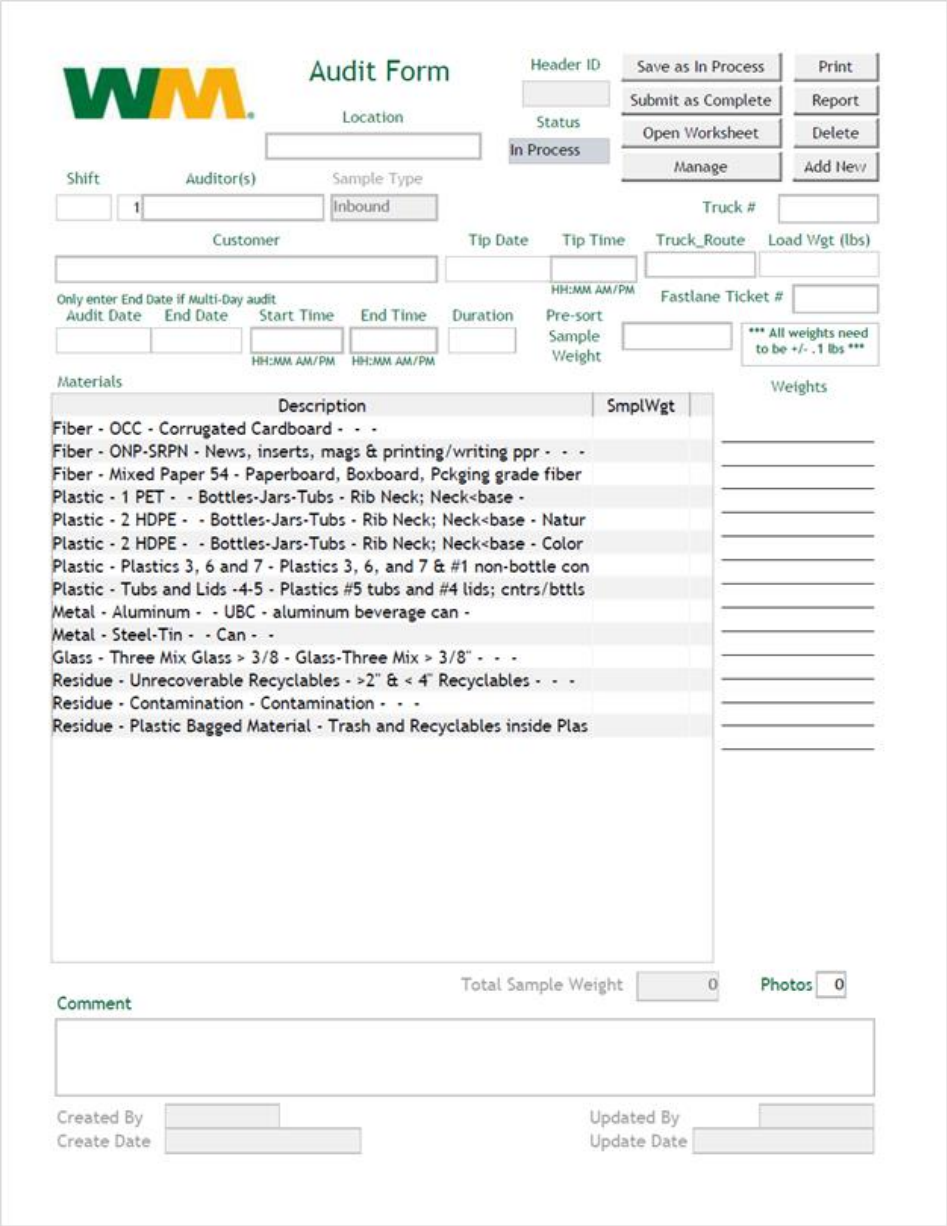
Approx. 800 pounds (create cone)



Flatten pile, divide into quarters, randomly select one quarter to get a **200 to 250-pound sample.**

5. **Dump the sample (200-250 pounds) into a container and deliver it to the audit area.**


AUDIT MATERIAL TYPES
Use audit forms for guidance on audit sorting categories
Fiber
OCC - Corrugated Cardboard
Cartón corrugado
Mixed Paper 54
Cartulinas
ONP8-SRPN News & Paper
Periódicos, revistas y papel
Aseptic Cartons
Cartones asépticos
Metal
Aluminum - UBC
Latas de aluminio
Steel-Tin
Latas de acero o estaño
Aluminum - Non-UBC
Papel de aluminio y sartén
Scrap Metal
Chatarra
Glass
Three Mix Glass > 3/8"
Botellas de vidrio > 3/8"
Plastic
1 PET
2 HDPE - Natural
Translúcido
2 HDPE - Colored
Coloreado
#1 and #2 - Only bottles, jars & tubs with neck < base
#1 y #2 - Solo botellas, frascos & contenedores de tina con cuello < base
4 Lids
Tapas de plastico
5 PP
Dairy & deli, & black trays
Envases de lácteos y deli
Plastics 3,6 & 7 and #1 non-bottles
Todos los demás envases de plástico
Bulky Rigid Plastics
Plásticos rígido voluminosos
Residue
Bagged Recyclables/Trash
Material en bolsas de plástico
To Residue
Wax cardboard
Newspaper and cardboard in plastic
Wet or heavily soiled fiber
Items where liquid/food skews weight
Bottle caps
Nested materials of different types
Styrofoam packaging/materials
Food, green waste, and yard waste
Textiles (clothing, bedding, etc.)
Wood, rocks, dirt, and bricks
Paper towels, plates, and cups
Residue - Trash
Basura y residuos
MRF Film Plastic
Bolsas de plástic y película
9/9/2022
WM RECYCLING SERVICES



Audit Form

Header ID | Save as In Process | Print | Submit as Complete | Report | Open Worksheet | Delete | Manage | Add New

Location | Status: In Process

Shift | Auditor(s): 1 | Sample Type: Inbound | Truck #

Customer | Tip Date | Tip Time (HH:MM AM/PM) | Truck_Route | Load Wgt (lbs)

Only enter End Date if Multi-Day audit

Audit Date | End Date | Start Time (HH:MM AM/PM) | End Time (HH:MM AM/PM) | Duration | Pre-sort Sample Weight | Fastlane Ticket # | *** All weights need to be +/- .1 lbs ***

Materials

Description	SmplWgt	Weights
Fiber - OCC - Corrugated Cardboard - - -		
Fiber - ONP-SRPN - News, inserts, mags & printing/writing ppr - - -		
Fiber - Mixed Paper 54 - Paperboard, Boxboard, Pckging grade fiber		
Plastic - 1 PET - - Bottles-Jars-Tubs - Rib Neck; Neck<base -		
Plastic - 2 HDPE - - Bottles-Jars-Tubs - Rib Neck; Neck<base - Natur		
Plastic - 2 HDPE - - Bottles-Jars-Tubs - Rib Neck; Neck<base - Color		
Plastic - Plastics 3, 6 and 7 - Plastics 3, 6, and 7 & #1 non-bottle con		
Plastic - Tubs and Lids -4-5 - Plastics #5 tubs and #4 lids; cntrs/bttls		
Metal - Aluminum - - UBC - aluminum beverage can -		
Metal - Steel-Tin - - Can - -		
Glass - Three Mix Glass > 3/8 - Glass-Three Mix > 3/8" - - -		
Residue - Unrecoverable Recyclables - >2" & < 4" Recyclables - - -		
Residue - Contamination - Contamination - - -		
Residue - Plastic Bagged Material - Trash and Recyclables inside Plas		

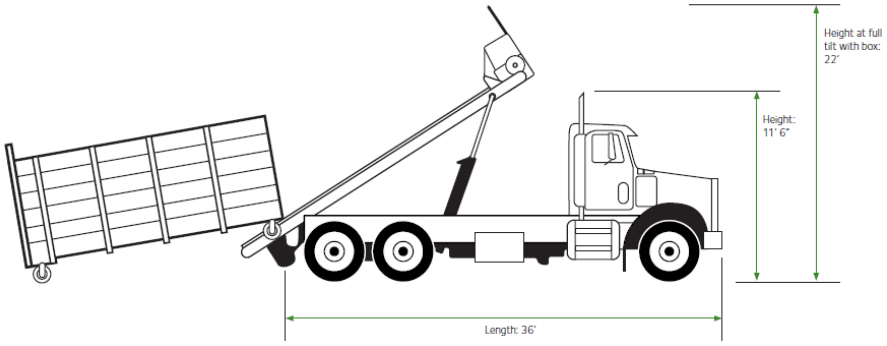
Total Sample Weight: 0 | Photos: 0

Comment

Created By | Create Date | Updated By | Update Date

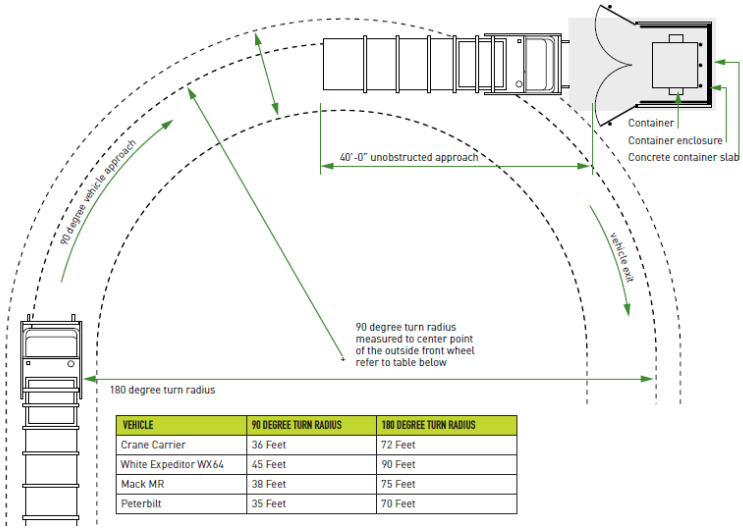
Roll Off Services

First and foremost, our top priority in receiving, delivering, and emptying roll-off containers is safety. Upon arrival at the site, our drivers will conduct a thorough inspection of the area to determine if there are any potential concerns, such as access to alleys or roads, and whether there is foot traffic nearby. We need to determine if there is sufficient room to deliver a 30-yard roll-off container while safely maneuvering the vehicle in and out of the site.



Width: 11' (with mirrors)	Maximum Weight: 54,000 lbs (Interstate)
Empty Weight: 32,000 lbs.	

Roll-Off Specifications



VEHICLE	90 DEGREE TURN RADIUS	180 DEGREE TURN RADIUS
Crane Carrier	36 Feet	72 Feet
White Expeditor WX64	45 Feet	90 Feet
Mack MR	38 Feet	75 Feet
Peterbilt	35 Feet	70 Feet

Sufficient turn radius on site is critical for safe receiving and delivery of roll-off containers. This diagram illustrates the necessary approach and turn radius.

Roll-off containers, once picked up by our vehicle, will be driven to our facility to unload. After the containers are emptied, they are driven back to the site and placed in the pre-determined area.

Below are several roll-off container sizes offered by WM:

WM Roll-Off Containers



15-Yard Roll Off



20-Yard Roll Off



30-Yard Roll Off



40-Yard Roll Off

Record-Keeping and Billing

WM will maintain a record-keeping system to record the tonnage of recyclables received from each contracting community. WM will send each contracting community a monthly statement and invoice documenting the tonnage of recyclables delivered and the rebate check or the payment due. Invoices will be sent within 30 days following the last day of the month of service. Invoices will be accompanied by weight reports from a certified scale documenting the net weight of the recyclables delivered to our receiving facility, the date of delivery, and the vehicle number for each contracting community. Invoices are due and payable within 30 days of receipt of the invoice. No fuel price adjustment or surcharges will be applied during the term of this agreement.

WM Fastlane Keeps Trucks Out of Lines and On the Road


WM gate houses quickly process vehicles.

Using a proprietary gate house management software system called Fastlane, WM has developed procedures to ensure accurate, real-time data reporting focused on prompt receipt and departure of vehicles. Fastlane is specially designed for receiving, tracking, and reporting solid waste transactions at our network of facilities. Fastlane offers reporting flexibility and customization to generate meaningful, timely data for our customers.

Innovation is a cornerstone of our operations. We use a technology solution called an Application Programming Interface (API), an integration tool that allows for an unprecedented level of sharing data between systems. API allows WM's business partners, vendors and customers (including cities and municipalities) to integrate data with their applications, mobile solutions, and business processes. API enables the sharing and exchange of waste-related information in different business areas including:

- Hauling related data – ticket information, service status, service confirmation, etc.
- Disposal related data – ticket status and tonnage
- Billing – invoice and payment information, etc.

Finding unique ways to enable innovation through technology and being the first in the industry to provide this kind of service, sets WM apart from competitors. Our leading-edge technologies facilitate the movement of waste through our facilities in an expedited manner.

We maintain certified scale operations at our Cleveland MRF and Transfer Station. The Fastlane system electronically captures pertinent driver, equipment, and shipment information, including, but not limited to:

- Date and time of container receipt
- Date of disposal
- Customer name
- Type of recycling
- Tonnage of recycling
- Type of container (i.e., closed top container or open top container)
- Compacted or un-compacted container

WM will continue to work closely with the municipalities to ensure reporting compliance and all record sharing requests are addressed in a timely manner.

Enhancements to your payment experience

Beginning August 2024, WM customers will have access to a more flexible and comprehensive online bill-management experience. Powered by Paymentus, a best-in-class electronic bill payment solutions provider, we're excited to offer additional payment methods, including popular digital wallet services like Venmo, PayPal, Apple Pay and Google Wallet. In addition to these new ways to pay, customers will still be able to pay by electronic debit from a bank account (ACH network in the U.S. and PAD in Canada) and credit or debit card. Accounts may be subject to a convenience fee ($1.99 USD/$2.75

CAD per transaction for residential service; $9.99 USD/$13.75 CAD per transaction for commercial service; fee amount subject to change) for payments made using credit cards, debit cards and digital wallets. The convenience fee amount is subject to change from time to time. If a customer's payment is subject to the convenience fee, it will be disclosed during the online bill payment process. We also will continue to offer a free way to pay invoices by ACH debit from a bank account if customers do not wish to pay a convenience fee.

Printed on **100%** post-consumer recycled paper.
Please recycle after use.



2 | Receiving Facility / Recycling Facility Information

The following are the narratives requested in Form 2.

Provide a description and drawings or photographs of the MRF to be used to process Recyclables.

WM's Highly Reliable, State-of-the-Art Recycling Facility

WM will accept the Consortium Communities' recyclables at our Cleveland Recycling Facility, located at 7450 Oak Leaf Oval, Oakwood Village, OH 44146. Our Cleveland Recycling Facility represents the best of the best when it comes to recycling operations. Our highly trained and experienced staff are solely focused on safe and efficient turnaround times for our customers and safe and efficient load outs.



Cleveland Transfer Station and Recycling Facility.

Our Recycling Facilities

Recycling facilities are sophisticated manufacturing plants that use a combination of mechanical and manual processes to sort commingled recyclable material into clean, marketable commodities.

Starting at the point of collection, recycling facilities make the convenience of single stream recycling programs possible by allowing all recyclables to be collected in the same container.

Each day, WM collection vehicles pick up carts and containers full of mixed recyclables from homes and businesses. When the truck is full, the material is delivered to a recycling facility and tipped by the truck onto a floor where it is inspected and fed to a conveyor. Once material is introduced to the conveyor, it is fed on to a belt where through a combination of automated and manual processes we have an opportunity to remove problematic materials including large contaminants, and bulky items. From this point the material continues to travel through various sorting technologies designed to separate out each specific material type. As material is separated, each individual material stream is held in a storage bunker, awaiting the baling process. This baling process compacts the commodities into bales for shipment to end-use markets.

- **Corrugated Screens** skim off cardboard, which is quality controlled and then conveyed to storage bunkers.
- **Paper Screens** separate paper from containers, cans, and bottles. Paper is sent to the paper quality control lines and bottles and containers are sent to the container line for further separation.



At recycling facilities, materials are compacted into bales and stored for shipment to end-use markets.

- **Paper Magnets** extract small paper from the stream using a powerful vacuum technology to hold paper flat to the conveyor while containers continue on. (Equipment varies by recycling facility.)
- **Optical Sensing Technology**, including laser scanning and spectroscopy, to identify and sort recyclable materials based on their material type.
- **Eddy Current** uses electromagnetism to repel and capture aluminum.
- **Steel Magnets** remove metal cans from the stream.
- **Glass Sorters** separate glass and feed it to equipment that breaks the glass and then moves it to a storage area.

Recycling Facility Processing and Quality Measures

Not all Recycling Facilities are created equal; they range from very simple to large and complex. Some rely on manual hand sorting while others use highly sophisticated technologies such as optical sorters that can separate plastics by resin type. There is no single metric that fully captures the quality and effectiveness of a recycling facility. But WM has demonstrated time and again, across a broad range of metrics, our ability to recover clean material for high value market.

After recyclables are delivered to our facility, we have a number of safeguards in place to monitor and control the quality of the materials we process and prepare for sale. We have established quality assurance processes at our Cleveland Recycling Facility that begin as soon as material enters the facility.

1) When material is first tipped on our floor it is visually inspected and, if it is highly contaminated, we can either reject or downgrade it. We will provide pictures to support the reason for rejection or downgrade.

2) Immediately after being fed into the system, it passes through a conveyor where anywhere from four to eight sorters are positioned to remove contaminants that will either damage or interfere with the processing of our equipment. Unfortunately, due to the amount of contamination received and the amount of material passing through this conveyor, it is physically impossible for these sorters to remove all of the contaminants that enter the facility.
3) From this point the material continues to travel through various sorting technologies designed to separate out each specific material type. Prior to each material entering the final bunker (for storage and baling), quality control ~~sorters~~ personnel are stationed to remove any identifiable contaminants.
4) Finally, after materials are baled, quality control sorters examine the physical presentation of each bale and remove any missed contaminants.
5) Material that is not baled and remains at the end of the processing system, which includes unrecoverable materials and contaminants, also called residual, is collected and disposed of as garbage.

In order to confirm that the bales we deliver to end-users meet or exceed industry quality standards, the Cleveland Recycling Facility conducts audits of sorted recyclables that are ready for market. Samples of materials are either taken or bales are broken and sorted to understand the composition of the bale. All materials found in the sample are weighed to determine the percentage of contaminants in the bale. Our quality control measures consistently allow us to market our material according to current stringent market requirements.



Bales of materials are stacked at a recycling facility awaiting shipment.

Recycling Facilities Safety

Historically, waste collection, processing, and disposal have ranked among the most dangerous occupations in North America – in fact, the U.S. federal government ranks trash and recycling collection among the top 10 most dangerous jobs in the country. Our employees who collect and process material spend much of their workday lifting heavy items and operating large vehicles and heavy machinery - all of which can lead to injuries. It is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night.

Therefore, safety is not just a priority for WM; safety is a core value for our company. We understand the magnitude of the responsibility and strive to verify that each task, piece of equipment, company policy, and procedure reinforces safe actions and behaviors.

Safety at WM recycling facilities is accomplished through a comprehensive Injury and Illness Prevention Program (IIPP), Occupational Safety and Health Administration (OSHA) Safety Regulations, WM-specific safety policies and procedures as well WM's Recycling Operations Standards that include safety precautions or policies for each designated task within our recycling facility recycling facility operations. In addition to OSHA Safety Regulations, our safety policies and

procedures have been created utilizing the American National Standards Institute (ANSI) Z245 - American National Standards Equipment Technology and Operations for Wastes and Recyclable Materials.

Our recycling facilities have unique safety requirements. WM's front-line employees come in direct and frequent contact with the materials we process each day. Some of the safety precautions we train on that are unique to our material recovery facility environment include:

- Bale quality and integrity
- Safe bale stacking
- Blood borne pathogens safeguards
- Conveyer and processing machinery safety
- Fire prevention protocols
- Mobile Equipment operation safety
- Hearing conservation
- Puncture prevention
- Respiratory protection
- Tipping floor safety
- Trailer loading safety

All employees, including managers and supervisors, receive training on general and job-specific safety and health practices. Training is provided:

- Comprehensive safety orientation upon starting with
- When the IIPP is first established or is revised
- To all employees given new job assignments for which training has not previously been provided
- Whenever new substances, processes, procedures or equipment are introduced into our recycling facilities and represent a new hazard
- To supervisors to familiarize them with the safety and health hazards to which employees under their supervision may be exposed
- To all employees with respect to hazards specific to each employee's job assignment
- To all employees with respect to hazards that are located in common areas throughout our recycling facilities

Our recycling processing equipment and facilities are inspected at regular intervals. High hazard or frequently changing operations or equipment (e.g. forklifts, sorting equipment, etc.) are inspected daily and additional safety inspections are conducted monthly and annually by company compliance managers and environmental health and safety auditors.

Employees are encouraged to be active participants in their personal health and safety as well as the broader safety of our facility and workplaces. Each of our recycling facilities has an established Safety Committee that consists of at least four workers from different departments within the

operation – safety teams meet monthly and are empowered to review, adopt and implement practices as needed to maintain a safe work environment. Employees are also encouraged to inform management of existing hazards or concerns by communicating directly with their supervisor, facility manager or by calling the WM Helpline.

Recycling Facility Preventive Maintenance

Disciplined adherence to preventive maintenance programs and tasks helps us reduce equipment failures and lost productivity at the Cleveland Recycling Facility and provide assurance to the District that your recyclables are being handled by a safe, dependable, and efficient operation. Our preventive maintenance inspection (PMI) program establishes a systematic procedure to minimize all equipment failures by monitoring the current conditions and correcting defects before they develop into safety concerns or costly repairs.

Through WM's use of the COMPASS® maintenance planning and management system, we can track every machine for alignment with expectations for good preventive maintenance. COMPASS includes predictive maintenance features, complete repair and service histories, and maintenance scheduling. Each equipment component and its available manufacturer-recommended maintenance requirements (or WM standard maintenance intervals) are individually loaded by type and given a specific tracking number into COMPASS.

We also use an electronic Daily Equipment Inspection (DEI) program that provides our maintenance team with real-time data. The Daily Equipment Inspection allows Operations communicate equipment defects to maintenance and allows maintenance to communicate back to Operations regarding the status of repairs. Work Requests are created, scheduled, and assigned to technicians in the maintenance management system (COMPASS) from the noted defects on the Daily Equipment Inspection and the equipment hours are input into COMPASS from the Daily Equipment Inspection, and are also used to help forecast the Preventive Maintenance Inspection program.

Each piece of equipment is inspected daily by a trained staff member to verify it is functioning properly. The inspection is then entered into a tablet and supervisors and maintenance staff are updated in real-time on the status of equipment. It also instantaneously communicates any defects, no matter how small, to our management and maintenance team to be corrected before the defects become a problem. This preventive maintenance focus is part of what helps us achieve industry-leading facility uptimes. This allows us to serve each municipality better and to always be ready to accept material, day after day.

WM's Cleveland Recycling Facility

Our state-of-the-art Cleveland Recycling Facility opened in 2023, following a $30 million investment. This facility features optical sorting scanners for both fibers and plastic that work to optimize the recovery and quality of recycled materials. Additionally, the operation includes system upgrades to support glass recovery and clean-up, as well as an advanced fire detection system designed to detect fires before they spread.



The facility features more than 12 high-speed conveyor belts that carry a single stream of recyclable material through numerous sorting processes inside the facility.



The WM Cleveland Recycling Facility is capable of processing 144,000 tons a year of material, potentially giving materials a second life, and providing greater opportunity for local solutions for single stream recycling.

Include the tipping location(s) and the location of ingress and egress.

All trucks will enter and exit through the gate off Oak Leaf Road. After scaling in, they head to the spotting area on the north parking lot and wait to be directed into bays 1 through 5.





Indicate the total estimated time needed to accept and unload the City/Village vehicles following arrival at the Solid Waste Transfer Station.

The average turn time at our Cleveland Transfer Station is 10 to 20 minutes. Some trucks, such as roll-offs or transfer trailers, take longer to unload than standard packer trucks.

Attach a copy of the Bidders rules and regulations applicable to all users of the Solid Waste Transfer Station.

Safety is a core value for our company, and we understand the magnitude of this responsibility. We strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

All post-collection facilities are adequately staffed and follow life safety critical rules. Signage throughout our facilities indicate a number of life critical safety rules, such as seatbelt requirements, vehicle and foot traffic flow, speed limits, vehicle distancing (minimum 15 feet), no cellphone use zones, and warnings near open landfill pits or machinery.

Transfer Station Operating Procedures and Rules

Please see the following pages for the Safe Operating Procedures and Tip Floor Rules for the Cleveland Recycling Facility, which is co-located with our Cleveland Transfer Station.

WASTE MANAGEMENT
CLEVELAND TRANSFER STATION
SAFE OPERATING PROCEDURES

1) All employees, customers and visitors shall wear prescribed PPE in accordance with Waste Management Policy. The Waste Management PPE Matrix should be conspicuously displayed and strictly enforced.

2) All Heavy equipment (yellow iron) and trucks will be equipped with a back-up alarm of sufficient loudness that is audible by workers within 100 feet.

3) All equipment must be equipped with a horn. Maximum speed 5 mph on access road and 5 mph in Tipping Floor area.

4) Heavy equipment (yellow iron) must be equipped with mirrors.

5) Use of cell phones and other communication devices prohibited in a moving vehicle or heavy equipment on company premises.

6) Scavenging is prohibited by any person(s).

7) Smoking is prohibited on Transfer Station Floor.

8) Non-essential vehicular and foot traffic is prohibited in the staging, loading and unloading areas of the facility.

9) Horse play is prohibited

10) While operating on the facility all vehicle operators should drive defensively in accordance with Waste Management Safety Rules Book.

11) Spotters are prohibited from the staging area or inside the Transfer Station building.

12) There shall be no riding on the outside of delivery vehicles.

13) No workers allowed under a raised tailgate or tilt frame unless proper lock out and blocking procedures have been used.

14) Trucks waiting to enter the tipping floor zone must do so at the staging area outside of the building and tipping floor. Only the driver may exit the vehicle while in the staging area to loosen turnbuckles, etc. and must remain within 6 feet of the vehicle.

Printed on **100%** post-consumer recycled paper.
Please recycle after use.

15) Only the driver may exit a vehicle on the tipping floor. All other occupants must remain in the vehicle or at the scale house. The designated individual who exits the delivery vehicle must stay within 6 feet of their vehicle and move no closer than 10 feet within the edge of the open pit in the tipping building. When opening/closing swinging doors, the driver is to stay with the moving door until it is opened/closed. Vehicles are not to be left unattended.

16) Spacing between vehicles must be strictly followed in accordance with WM Rules Book (see table below).

Rear End Loader	15 feet/5 meters
Side Loader (full eject body)	15 feet/5 meters
Front End Loader (full eject body)	15 feet/5 meters
Side Loader (tilt body)	15 feet/5 meters
Front End Loader (half-pack/tilt body)	15 feet/5 meters
Roll Off	15 feet/5 meters
End Dump/Frameless Trailer	Length of Trailer + 10 feet

17) Drivers will clean off their tailgates and seals in the tipping area and then proceed to a designated area to close their turnbuckles and clean behind the blade.

18) No foot traffic is allowed within 15 feet of the facility's mobile equipment when it is in operation and must never cross behind a moving vehicle.

19) All facility traffic signals must be obeyed and compliance will be strictly enforced.

20) Any violation of these rules by a waste delivery vehicle driver or occupant shall be reported to the hauling company's district office. Facility Management shall document the hauling company name, license plate or other truck identifier, the date and time of the violation. (see attached Tipping Floor Violation Form)

21) WM employees who do not observe these rules are subject to disciplinary action, up to and including termination. Non-Waste Management employees (contractors, etc) who do not observe these rules are subject to being banned from the premises.

Tip Floor Rules

- Tipping areas will be designated on the site map and with appropriate signage. Trucks or vehicles tipping onto the floor, yard or pit will be directed to the designated area for the material. Ideally, the loader operator will act as the traffic coordinator at each facility.
- Passengers or helpers will remain in vehicle at all times when unloading unless engaged in assisting the driver and floor personnel. A minimum of 15 feet must be maintained between any persons and mobile equipment. If helpers must leave the vehicle to use the facilities, they will be dropped off prior to entering the floor area and go around the building. Afterwards they will wait in a designated area until the truck has completed tipping before re-entering the cab for departure. ***Crossing the tipping floor is strictly forbidden***.
- The designated person who exits the vehicle must stay within 6 feet of the vehicle. When closing swinging doors, the driver is to stay with the moving door until it is closed. Vehicles are not to be left unattended.
- Equipment operators must stay clear of loose swinging truck doors. A minimum of 15 ft. of clearance space must be maintained between tipping or loading vehicles. Where possible, drivers will pull forward off of the tipping floor to secure and close doors.
- Traffic Coordinators must establish communications with the driver prior to entering the tipping area. If communications are interrupted, the movement of the vehicle must be stopped.
- Drivers unloading must open doors away from heavy equipment, and not approach the rear of the truck unless adequate floor space exists between the truck and the pit or pile. No driver or helper is allowed under a raised tailgate without proper block out, a t-bar or similar device.
- WM employees are not allowed to help the general public with the unloading of material.
- When needed, a separate isolated area will be designated for drivers to clean behind packer blades.

Floor Safety

- Smoking is not allowed except in designated smoking areas.
- Workers or customers are not allowed to scavenge or salvage material.
- Maximum speed limits are 10 mph on access roads and 5 mph on tipping floors

Pedestrian Safety and Controls

- All Site-Specific Traffic / Pedestrian Control Procedures shall be documented on the hazard assessment form in this policy.
- Designated walkways will be provided throughout the facility and strictly enforced
- Where feasible sites shall employ traffic control devices such as stop signs, traffic lanes, red light/green light systems, etc.
- Visitors and Contractors will be briefed on the designated high hazard areas

Employee Visibility and Site Communications

- Signs shall be posted at the scale house and entrance to the tipping building summarizing the tipping floor rules.
- A posted site map and signage will designate safe egress and exit paths, fire suppression equipment, areas where additional personal protective equipment is required, high hazards, bale stacking areas, high traffic and material tipping and loading areas. Barriers will be used to direct traffic flow and create spatial separation for worker safety. There will be annual training on the Rules and Procedures for employees and new hires. Outside contractors will be briefed as necessary.
- All persons working at the facility in the tipping floor area, including drivers or helpers who get out of their vehicle, must wear high visibility reflective clothing and vests, hard hats, safety glasses and a minimum of 6-inch lace up leather boots. If outside personnel are observed not wearing the required equipment, they will be offered loaner equipment and informed of the rules and procedures. (In unusual circumstances, a waiver might be required)
- Visitors will be accompanied at all times by facility personnel and wear high visibility vests, hard hats and close-toed hard sole shoes and safety glasses.

Any violation of these rules by a vehicle driver or occupant, floor personnel or contractor will be reported to the Facility Manager. Violations of this policy may result in disciplinary action, up to and including termination for the first offense.



3 | Recycling Terms, Conditions and Market Identification

The following are the narratives requested in Form 3.

Provide a list of acceptable Recyclable Materials and examples of unacceptable materials.

Material and Delivery Specifications

As a society, we understand that recycling is important, but in order for recycling to make an impact, we have to recycle right. Today's most successful and sustainable recycling programs emphasize the value of the acceptable materials. We must ask ourselves, does this material have a viable market? If the answer is yes, we must also ensure the material we are recycling is properly prepared, clean, and free from contamination.

Our list of acceptable materials is reflective of today's market reality and includes only materials that meet industry quality standards and have viable market demands. However, due to the length of our Contract with the District, it is important to allow for the possibility that this list may need to be adjusted at some point. Contract language must support our collective need to make changes to acceptable materials in order to respond to global market demands as well as protect the quality of material we process. In light of these considerations, we propose the following contract language:

SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)

Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclables or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, fuel cannisters
Batteries	Metal cookware/bakeware
Fiber Recyclable Materials with moisture exceeding commodity market limits	

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as

amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials. Company may invoice Customers for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may bill Customers a contamination charge.

Describe your process used to identify, determine, and document excess Contamination that would result in rejecting a load of Recyclables delivered by a Contracting Community.

Loads are visually inspected by the loader operator to determine contamination. As part of this process, the operator breaks apart the suspected load to inspect and confirm high levels of contaminations and document with photos. The documentation and photos are delivered to the scale house where a downgrade form is filled out. If an entire load or partial load must be rejected, the operator will call a supervisor to inspect and confirm.

Define excess Contamination and percentage limits.

Any load above 40% contamination is defined as solid waste by Ohio EPA and would be disposed of as solid waste.

Describe your procedures for notifying a Contracting Community if a load is to be rejected and the process to document the rejected load for the City/Village.

Once a contaminated load is identified and documented with pictures, the customer is notified and provided the pictures with a timeframe to come view the load in person. The load will be pushed to the side for the agreed upon timeframe and then appropriately disposed of after inspection or at the end of the noted timeframe.

Identify the price to be charged for a rejected load.

The price that will be charged for contaminated loads that are rejected is $80 per ton.

4 | Requested Negotiable Clarifications

WM strives to be transparent in everything we do. We understand it is difficult for the Contracting Communities when contractors attempt to negotiate new terms after an award is made. That is not how we do business. At the same time, we feel a balanced contract will benefit all parties over the term of the agreement. As such, enclosed in this section are requested clarifications to the specifications in the ITB for your review and consideration. We welcome the chance to discuss and negotiate these items.

Page #	Section	Description of Exception
6 **59**	II.(A.) Bid Form 3	Insert the Single Stream Specifications attached hereto including language regarding acceptable material and contamination.
6	II.(A) 2nd Paragraph	Contractor takes exception to bagged recyclables. Recyclables in bags are considered contamination.
13	Article V. (2.) 2nd Paragraph	Contractor takes exception to listing council members, officers, representatives, agents, and employees as additional insureds but will list the Cuyahoga County Solid Waste District as an additional insured.
14	Article V. (2.) Insurance Coverage Requirement	Contractor takes exception to including Pollution Legal Liability coverage.
16	Article VII. (1.) Performance Assurance; Dispute Resolution	Line 10: Delete "sole".
17	Article VII. (5.)	Insert force majeure provision to read as, "Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, pandemic and government orders related thereto, and acts of God, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement and any or all SOWs without further penalty or liability.
18	Article VIII. (4.)	Contractor takes exception to additional cities/villages opting-in at a later date.

64	Bid Form 8	Contractor takes exception to any bagged recycling. The price provided is a straight charge per ton there is no revenue share.
Addendum 1	#9 Recycling Markets	WMRA will base commodity pricing off the 1st publication of the month for the commodities average price. WMRA will utilize Recycling Markets.Net SMP for plastics and metals WMRA will utilize PPI Pulp and Paper Midwest for mixed paper #54 and OCC#11 Due to copywrite law we are not allowed to share a physical document. Upon request WMRA can host a virtual call and show the commodity pricing form PPI.

SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard

Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (“Cost”). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-

conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer's Cost.

* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Company.

V6 February 2019

5 | Additional Information

Insurance

WM secures gold-standard insurance coverage to protect our customers. The Consortium Communities can rest easy with WM as your service provider knowing that you are always protected by best-in-class insurance. A copy of our certificate of insurance is included on the following page.

CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY): 12/13/2023

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

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

PRODUCER: LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Indemnity Insurance Co of North America	43575
INSURER B :	ACE American Insurance Company	22667
INSURER C :	ACE Fire Underwriters Insurance Company	20702
INSURER D :	ACE Property and Casualty Insurance Company	20699
INSURER E :		
INSURER F :		

INSURED 1300299: WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC.
800 CAPITOL STREET, SUITE 3000
HOUSTON TX 77002

COVERAGES CORPORATE CERTIFICATE NUMBER: 19287819 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	HDO G48902339	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X MCS-90 SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	MMT H10822294	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	XEU G27929242 009	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C55517010 (AOS) WLR C55516881 (AZ,CA & MA) SCF C55517083 (WI)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 3,000,000 $ 3,000,000 $ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822333	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

19287819
FOR INFORMATION PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Please recycle after use.

Certificate of Authority

ASSISTANT SECRETARY'S CERTIFICATE

WM RECYCLE AMERICA, L.L.C.

I, Jeff Viola, Assistant Secretary of WM Recycle America, L.L.C., a Delaware limited liability company (the "Company"), do hereby certify that the following resolution was adopted by the Sole Member of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Aaron J. Johnson, Area Vice President, Jason Bring, District Manager, or any officer of this Company, and each of them, are hereby authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and to submit on behalf of the Company a Bid Proposal to the Cuyahoga County Solid Waste District for Recycling Processing Services (the "Bid") and to execute on behalf of the Company any and all documents required to be submitted by the Company in connection with the Bid and to execute an approved contract resulting from the award of the Bid to the Company.

Dated: June 14, 2024

Jeffrey M. Viola
Assistant Secretary

Certificate of Good Standing

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

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show WM RECYCLE AMERICA, L.L.C., a Delaware Limited Liability Company, Registration Number 1365636, was registered in the State of Ohio on January 31, 2003, is currently authorized to transact business in this state.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 2nd day of July, A.D. 2024.

Ohio Secretary of State

Validation Number: 202418401160

Proposed: 04/20/2026

ORDINANCE NO. 098-2026(MSES), *First Reading*

By Mayor Petras

An Ordinance authorizing the Mayor to enter into an agreement with Waste management of Ohio through contracts entered into by individual members of the Recycling Processing Services Consortium (consortium), which includes the communities of Beachwood, Highland Hills, Independence, Lyndhurst, Moreland Hills, Pepper Pike, Solon, University Heights, and Woodmere, and which was organized by the Cuyahoga County Solid Waste District, for recycling processing services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Ohio Revised Code Section 9.48 permits a political subdivision to participate in a contract that another political subdivision has competitively bid for the "acquisition of equipment, materials, supplies, or services"; and

WHEREAS, the current contract between the City of Cleveland Heights and Waste Management of Ohio for Recycling Processing Services will expire on September 30, 2026, making it necessary for the City of Cleveland Heights to obtain said services; and

WHEREAS, the communities of Beachwood, Highland Hills, Independence, Lyndhurst, Moreland Hills, Pepper Pike, Solon, University Heights and Woodmere (the Consortium) have each entered into a contract with Waste Management of Ohio for Recycling Processing Services, with said contract having been competitively bid by the Cuyahoga County Solid Waste District on behalf of the Consortium.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby authorized to execute an agreement with the contractor selected by the Consortium, in accordance with R.C. Section 9.48 and in the form attached hereto as Exhibit A, for Recycling Processing Services and pursuant to the same terms, conditions, and rates offered to the Consortium Communities.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. The Clerk of Council shall provide a certified copy of this Ordinance to all of the communities comprising the Consortium.

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one

newspaper of general circulation in the City of Cleveland Heights, or by posting the full text to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet a May 15, 2026 deadline**.** Provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

_____
TONY CUDA
President of Council

_____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

_____
JIM PETRAS
Mayor

AGREEMENT FOR
RECYCLING PROCESSING SERVICES

THIS AGREEMENT (the "Agreement") for Recycling Processing Services by the City/Village of _____ is entered into by and between the City/Village of ___, a municipal corporation in the County of Cuyahoga, State of Ohio (the "City/Village") and _____ (the "Contractor").

W I T N E S S E T H

WHEREAS, pursuant to Resolution No. _____, the City/Village is authorized to participate in a consortium to obtain Proposals for Recycling Processing Services; and which authorized the Cuyahoga County Solid Waste District to issue an Invitation to Bid on behalf of the Consortium; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on June 5, 2024 and June 6, 2024 and the evaluation of the Bids, the Consortium selected the Contractor as the Successful Contractor and recommended each Community enter into an Agreement for Recycling Processing Services with the Contractor; and,

WHEREAS, the City/Village has considered the Bid and recommendation of the Consortium; and the City/Village, pursuant to Ordinance _____ approved the Contract and authorized _____ to execute the Contract by and on behalf of the City/Village, and the City/Village has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City/Village and the Contractor agree as follows:

ARTICLE 1: DEFINITIONS

The capitalized terms used herein are defined in **Exhibit A: Definitions**

ARTICLE II: TERM AND RENEWAL TERMS

This Agreement shall be effective on October 1, 2024, or upon the date last signed below whichever is later and shall terminate on September 30, 2026. Following the initial term of the Agreement, the City/Village may, by mutual agreement, renew and extend the Agreement for two (2) consecutive one-year terms ending on September 30, 2027 and September 30, 2028, respectively. The City/Village shall provide written notice to the Contractor of the City/Village's desire to renew and extend this Agreement on or before May 15, 2026 and May 15, 2027, respectively, and the Contractor shall provide written consent to the City/Village to renew and extend the Agreement on or before June 1, 2026 and June 1, 2027, respectively.

ARTICLE III: STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services set forth in this **Article III** of this Agreement and also set forth in the Invitation to Bid and the Contractor's Bid which are incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities, record keeping, and billing related to the provision of services. Such services will be performed throughout the term of this Agreement. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The Contractor represents and warrants that all facilities used in the performance of this Contract are, and shall remain, properly permitted, licensed and available to the City.

1. Recycling Processing Services

a. Receipt for Recyclable Materials. The Contractor is responsible for receiving all Recyclable Materials delivered by the City/Village at the Receiving Facility or Material Recovery Facility (MRF). The Contractor must receive the vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Recyclable Materials delivered and provide a weight ticket to the driver or an electronic scale ticket to the applicable City/Village. The Recyclable Materials will consist of household Recyclables the City/Village collects through their residential single stream Recycling program. The following materials shall be processed: mixed paper, cardboard, metal cans, glass and plastic bottles and jugs. The Contractor may offer to process additional materials. All materials to be processed by the Contractor, along with their end markets, shall be identified in **BID FORM 3**.

All communities collect loose Recyclables except for Pepper Pike who uses blue bags. The City of University Heights will be converting their collection system from that of bagged recyclables to loose at the curb in a cart. In the event that Pepper Pike implements a recycling collection system where the materials are loose (not bagged), the Contractor will offer the current Market Rate Calculation for Recycling Processing Services set forth in **BID FORM 8** to their community.

Please note that Pepper Pike and University Heights operate cardboard and paper drop-offs. See the requirements for containers services below.

b. Receiving Facility Services. The Contractor must own and operate a facility that is located within a reasonable driving distance from the City/Village to receive Recyclables delivered by the City/Village. The Receiving Facility may be the actual MRF, or a transfer facility needed to consolidate materials for shipment to a MRF. Reasonable driving distance is defined as an approximate thirty (30) minute drive each way from the City/Village. The Contractor is advised that distance, convenience of access routes, and turnaround time at the Receiving Facility was considered by the City/Village as part of the determination of the Successful Recycling Company. The Receiving Facility must meet the following minimum requirements:

i. The Receiving Facility must have a truck scale and record-keeping system in order to weigh and record the tonnage of Recyclables delivered by the City/Village. Scale tickets must be provided to the driver of each load delivered or an electronic scale ticket must be sent to the applicable City/Village and will serve as verification of tonnage for reporting

and payment purposes.

ii. The Receiving Facility must have a truck staging area for dumping loads and adequate equipment to assist with the unloading of Recyclables from City/Village vehicles as needed.

iii. The Receiving Facility must be staffed and open to receive deliveries from 7:00 a.m. to 4:00 p.m. Monday through Friday, and from 7:00 a.m. to 4:00 p.m. on the Saturday after a week with a Holiday.

c. Recycling Processing Services. The Contractor must have the necessary Recycling Facilities, equipment, capacity, management, labor, and industry experience needed to process and market the Recyclables delivered by the City/Village as detailed below.

i. The Contractor must have a Material Recovery Facility to sort and prepare the Recyclables for sale to recycling markets and must be able to provide, or arrange for, the transport of all processed Recyclables to recycling markets.

ii. The Contractor must have established relationships with recycling markets that are sufficient to ensure that the Recyclable Materials delivered by the City/Village to the Contractor are Recycled during all market conditions. Upon request by the District or the City/Village, the Contractor must identify the companies to which they sell the Recyclables and provide verifiable information that the Recyclable Materials delivered to the Contractor by the City/Village are being continuously delivered to a recycling market.

iii. The Contractor must perform a composition analysis of the Recyclable Materials for the City/Village for the purpose of determining Contamination levels and Recyclable Material percentages (**BID FORM 8 – Pricing Sheet (2 of 2)**) within the first 90 days of the Contract and annually thereafter prior to the anniversary date of the Contract. The City/Village will require no more than one composition study to be performed annually. The study shall be performed on a representative sample of the Recyclable Material delivered by City/Village at the Contractor's expense. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and the City/Village. This data will be used to complete the update of **BID FORM 8 – Pricing Sheet (2 of 2)**. On the day that the composition analysis is conducted, the web site RecyclingMarkets.Net or the Contractor's preferred market index (see below), will be utilized to document the applicable commodity pricing in **BID FORM 8 – Price Sheet (2 of 2): Market Rate Calculation for Recycling Processing Services.** If utilized, the Contractor's preferred market index must be made available for the City/Village to access at any time. A printed copy of the pricing sheet utilized to create the monthly invoice must accompany the invoice for the City/Village.

https://www.recyclingmarkets.net/secondarymaterials/prices.html?cid=3&city=CHICAGO+%28Midwest+%2F+Central%29#prices

iv. The composition analysis and documentation of commodity pricing is to be completed as outlined in the prior paragraph. The price resulting from updating **BID FORM 8 –**

Pricing Sheet (yellow boxes in BID FORM 8) will remain in effect until 9-30-2025. Prior to 9-30-2025, the process of performing a composition analysis, updating the composition percentages and commodity market values, and calculating an updated price for Recycling Processing Services will be completed. This process will be repeated prior to 9-30-2026, 9-30-2027, and 9-30-2028 respectively. The remaining individual commodity prices shall be updated by the Contractor monthly and reflected as an updated table accompanying the monthly invoice to the City/Village. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and the City/Village .

2. Container Services

The Contractor must have the ability to provide container and hauling services for any Contracting Community that requests this service. Container service may be requested for the collection of OCC and Mixed Paper. Communities that currently use containers is shown on **Table 2.**

Table 2: Container Services for OCC and Mixed Paper Recycling

Consortium Member	Container Service
Beachwood	No current service. May want to add OCC. The City of Beachwood did not use any open top containers at all for anything last year.
Highland Hills	No current service. Highland Hills has (2) recyclable 8-yard containers each pulled once per week.
Independence	No current service. Do not utilize large containers for collection of recyclables.
Lyndhurst	No current service.
Moreland Hills	No current service
Pepper Pike	40- yard for OCC picked up approx. 3 x / month (on-call service).
Solon	Option to rent as needed. 30-yard for OCC and paper. Solon doesn't use any of the containers on the Solid Waste or Recycling bid.
University Heights	30-yard for OCC
Woodmere	No current service. Woodmere does not have any containers for any solid waste or recycling.

3. Record-Keeping and Billing

The Contractor must maintain a record-keeping system to record the tonnage of Recyclables received from the City/Village. The City/Village must receive a monthly statement and invoice documenting the tonnage of Recyclables delivered and the payment due. Invoices must be received by the City/Village within thirty (30) days following the last day of the month of service. Invoices must be accompanied by weight slips from a certified scale documenting the net weight of the Recyclables delivered to the Receiving Facility, the date of delivery, and the vehicle number for the City/Village. Invoices will be due and payable within thirty (30) days of receipt of the invoice and all required documentation.

No fuel price adjustment or surcharges may be applied during the term of this Agreement.

ARTICLE IV: STATEMENTS, PAYMENTS, AND INVOICES

During the Term, the City/Village agrees to pay the Contractor in the following amounts as set forth in **BID FORM 8**, which includes all direct and indirect costs related to Recycling Processing Services and all Governmental Fees applicable in the State of Ohio.

1. **Permissible Pass-Through Fees:**
   Any and all Governmental Fee *increases* incurred for disposal of Solid Waste at a licensed Disposal Site may be passed on by the Contractor to the City/Village. Any and all Governmental Fee *decreases* shall be passed on by the Contractor to the City/Village. A Governmental Fee is a fee applied to the disposal of Solid Waste levied by the United States Federal Government, State of Ohio, County, Township, Municipality, or Solid Waste District. The Contractor shall give the City/Village and Residents as much notice as is practicable before adjusting for Governmental Fee modifications.

2. **Record-Keeping – Daily, Monthly, and Annual Report:**
   The Contractor must submit a monthly record of the total tonnage of Recyclable Materials managed for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the City/Village. The Contractor shall also submit a year-end annual report. The year-end report will be due within thirty (30) days of the end of the reporting year and include a month-by-month accounting of all Recyclable Materials delivered to the Receiving Facility.

3. **Billing Service and Payment**
   The composition analysis and documentation of commodity pricing is to be completed as outlined in **Article III: Statement of Work**. The price resulting from updating **BID FORM 8 – Pricing Sheet** (yellow boxes in **BID FORM 8**) will remain in effect until 9-30-2025. Prior to 9-30-2025, the process of performing a composition analysis, updating the composition percentages and commodity market values, and calculating an updated price for Recycling Processing Services will be completed. This process will be repeated prior to 9-30-2026, 9-30-2027, and 9-30-2028 respectively. The remaining individual commodity prices shall be updated by the Contractor monthly and reflected as an updated table accompanying the monthly invoice to the City/Village. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and the City/Village.

   https://www.recyclingmarkets.net/secondarymaterials/prices.html?cid=3&city=CHICAGO+%28Midwest+%2F+Central%29#prices

   The Contractor will invoice the City/Village for services rendered within ten (10) days following the end of the month. The invoice will be sent to City/Village Hall at the attention of the _____.

4. **Fuel Adjustments**
   The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Agreement.

ARTICLE V – PERFORMANCE BOND AND INSURANCE

1. **Performance Bond.**
   Within ten (10) days after receiving the Notice of Award, the Contractor will furnish a Performance Bond in the amount of [INSERT AMOUNT] executed by a duly authorized surety, acceptable to the City/Village in all respects, or such other security acceptable to the City/Village. The Performance Bond will be issued annually for each Contract year during the term of the Contract. The entire cost of the bond(s) will be paid for by the Contractor.

2. **Insurance.**
   The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City/Village, and the Contractor will furnish the City/Village certificates of insurance or other evidence satisfactory to the City/Village evidencing the required insurance has been procured and is in force. The Contractor will upon written request from City/Village provide City/Village with original copies of the insurance certificates associated with such policies.

   The City/Village and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self- insurance, or self-funding arrangement maintained by City/Village which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

   The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements	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/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 Contactor in the performance of services hereunder.

3. Workers' Compensation Coverage.

Prior to commencing work under this Agreement, the Contractor shall furnish to the City/Village satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as **Exhibit B.** The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an ongoing basis, as such proofs expire. The Contractor shall hold the City/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

ARTICLE VI – INDEMNIFICATION

1. **Environmental Indemnity.**
   The Contractor will indemnify, save, and hold the City/Village, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any 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 performance of the work hereunder. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim, and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

2. **General Indemnity.**
   The Contractor will indemnify, save, and hold the City/Village, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the 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 will 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. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

3. **Indemnity Not Limited.**
   In any and all claims against the City/Village, its employees, agents, officers, and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under 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 Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer, or consultant of the City/Village.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. **Performance Assurance; Dispute Resolution.**
   The Contractor agrees to immediately report to the City/Village any notice or order from any governmental agency or court or any event, circumstance, or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City/Village's own determination that any such notice, order, event, circumstance, or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City/Village will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City/Village its written response. In the event that the City/Village does not agree that the Contractor's response will provide adequate assurance of future performance to the City/Village, then the City/Village may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City/Village deems necessary to assure that the services will be available to the City/Village.

2. **Breach of Contract; Termination.**
   Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City/Village may terminate the Agreement in the following manner: The City/Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the City/Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the City/Village may terminate this Agreement. Any such termination shall not take effect until the City/Village is able to secure alternate or substitute performance. The City/Village may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City/Village, in the exercise of the reasonable discretion of the City/Village.

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

4. Termination for Change of Control of Contractor.

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

5. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. **Entire Agreement**
   This Agreement, the Invitation to Bid, Bidder's Bid Forms, and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by writing signed by both parties.

2. **Notices**
   Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention _____, and to the City/Village, attention _____, at their respective addresses set forth above. Any change of address must be given in like manner.

   (INSERT CONTACT NAMES, ADDRESSES HERE)

3. **Waiver**
   No waiver, discharge, or renunciation of any claim or right of the City/Village or the Contractor arising out of a breach or alleged breach of this Agreement by the City/Village, or the Contractor will be effective unless in writing signed by the City/Village and the Contractor.

4. **Applicable Law**
   This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may "opt-in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

5. **Unenforceable Provision**
   If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this 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.

6. **Binding Effect**
   This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City/Village, which consent may be withheld for any reason or for no reason.

7. **Rights or Benefits**
   Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City/Village and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City/Village and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City/Village and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

[INSERT CITY/VILLAGE]

_____ _____
Name Title

_____ _____
Signature Date

Approved by City/Village Attorney or

Law Director

_____ _____
Signature Date

[CONTRACTOR NAME]

_____ _____
Name Title

_____ _____
Signature Date

CONTRACT EXHIBIT A: DEFINITIONS

"Bid" means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein.

"Bid Attachment" means the supplemental information required by the Consortium to be submitted with the Bid Forms.

"Bid Bond" means a bond issued in the name of each individual Consortium Community in the amount of $2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and each Community.

"Bidder" means a person, partnership, joint venture, or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Recycling Processing Services.

"Bid Documents" means the documents prepared and furnished by the District on behalf of the Consortium. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms, and all attachments thereto.

"Bid Form" means the forms provided by the Consortium in the Bid Documents on which all Bids must be submitted.

"City/Village" means the communities participating in this Invitation to Bid and the Contracting Community if used in the Form of Contract

"Consortium" and "**Consortium Communities"** means the Cities and Villages participating in this Invitation to Bid that have passed resolutions authorizing participation.

"Consortium Resolutions" means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

"Container Services" means the provision by the Contractor of rear or front load, roll-off containers, and carts for the collection of Recyclables at various municipal facilities and the regularly scheduled emptying of the containers as indicated in Table 2 of the Invitation to Bid.

"Contamination" or "Contaminated Recyclables" means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste, or any Non-Recyclable Materials that are commingled with Recyclable Materials and hinder or prevent the processing of the Recyclable Materials by the Contractor at the MRF.

"Contaminated Loads" means loads of materials delivered to the MRF that contain a level of Contamination in such amounts as to hinder or prevent the processing of the load.

"Contract" and "Form of Contract" means the agreement entered into by and between the Successful Contractor and the Contracting Community.

"Contracting Community" means the Consortium Community that enters into an agreement with the Successful Contractor.

"Contractor" means a person, partnership, joint venture, or corporation that will provide the Recycling Processing Services.

"Disposal Site" means a Solid Waste or refuse depository including but not limited to Solid Waste Landfills, Solid Waste Transfer Stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

"District", "District Offices" and "Solid Waste District" means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

"**Holiday**" means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

"Form of Contract" means the form of the contract to be entered into by each Contracting Community and the Successful Bidder which contains the general terms and conditions required.

"Governmental Fees" means all federal, state, and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

"Invitation to Bid" means the request of the Consortium for Recycling Processing Services issued by the Cuyahoga County Solid Waste District.

"Notice of Award" means written notification that a Bid has been accepted by a Contracting Community.

"Notice to Proceed" means written notice from a Contracting Community to commence the Recycling Processing Services.

"Performance Bond" means the bond insuring performance of the Recycling Processing Services to be submitted to each Contracting Community upon Contract award in substantially the same form as that included in the Bid Documents.

"Receiving Facility" means the facility proposed by a Contractor to receive deliveries of Recyclables from the Consortium Communities. This may or may not be the facility where recyclable materials are processed.

"Recyclables" and "Recyclable Materials" means residential mixed paper, cardboard, aluminum, steel, and bi-metal cans; glass bottles and jars; and plastic bottles and jugs at a minimum.

"Recycled" and **"Recycling"** as defined in Chapter 3745 of the Ohio Administrative Code and/or the regulations promulgated thereunder.

"Material Recovery Facility or MRF" means the facility provided by the Contractor that has the adequate capacity, equipment, and labor needed to receive, sort, process, and prepare all commingled

cans, glass, plastic, paper, and cardboard delivered by the Contracting Communities for shipment to a recycled product manufacturer.

"Recycling Processing Services" means all services to relating to the receiving, sorting, baling and other handling of Recyclables delivered by the Consortium Communities in order to prepare the Recyclable Materials for shipment and sale to recycling markets to be made into new products.

"Solid Waste" means unwanted residual or semi-solid materials resulting from community, commercial, industrial, and agricultural operations, but 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, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or hazardous waste.

"Successful Contractor" means the Recycling Company selected by the Consortium to provide Recycling Processing Services.

"Term" means the duration of the Contract, including all executed option years.

CONTRACT EXHIBIT B: CURRENT WORKERS' COMPENSATION CERTIFICATE

CONTRACT EXHIBIT C: CORPORATION AFFIDAVIT

CONTRACT EXHIBIT D: PERFORMANCE BOND

To be provided by the Contractor within one week following the execution of the agreement.

Date: 4/17/26

To: Bill Hanna, Law Director
City Council

From: Deanna Bremer Fisher, Strategic Initiatives Manager

Subject: EV Chargers

Purpose Statement: Authorize the Mayor to approve a contract with NOACA for design and installation of 8 EV Fast Chargers for public use.

Is this legislation recurring: Yes: _____ No: __X____

Is emergency language necessary: Yes: _____ No: __X____

If yes, why?

Is passage on first reading necessary: Yes: _____ No: __X____

If yes, why?

If funding is required, is it already budgeted for? Yes: _____ No: __X____

If not already budgeted for, where will funding come from?

NOPEC Energized Community Grant Funds

NOACA
Northeast Ohio Areawide Coordinating Agency

NOACA Charging and Fueling Infrastructure Project Partner Responsibilities Agreement

Partner: City of Cleveland Heights

Project(s):

Community	Site Name	Level 2 Ports (L2)	Fast Charger Ports (DCFC)
Cleveland Heights	Cleveland Heights City Hall	0	4
Cleveland Heights	Cleveland Heights Community Center	0	4

Each station is required to have at least 4 ports. Planning level estimated costs of stations meeting minimum requirements are in the table below. Estimates include design/engineer costs, charger equipment purchase, site work, electric hookup, installation, prepaid warranty, cloud services, and inspection. A 20% local match will be required from local partners. NOACA anticipates the engineering phase to begin in late 2026 and construction to begin in 2027.

Charging Station Type *(Minimum 4 ports)**	Planning Level Design/Engineering/Construction Estimate**
(4) Level 2 Ports	$87,000
(4) Fast Charger – DCFC - Ports	$350,000
(2) Level 2 Ports & (2) DCFC Ports	$223,000

**Additional chargers at a station will increase station costs*
***Site characteristics, including electric hookup, will have impacts on station costs*

The City of Cleveland Heights shall work with NOACA as a partner in the development and implementation of the stated EV charging station project(s). To ensure NOACA program objectives are being met, NOACA and Partner participation is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. Partner participation and review in the design process for each station site, including affirmation of location and minimum site requirements, and coordination with design engineer and construction contractors.
2. NOACA participation in and approval of media, press releases, and other widespread external communications and events regarding the projects.
3. The City of Cleveland Heights intends to provide the 20% local match for the design and construction phases upon receipt of an invoice from NOACA.

Authorized Representative — Date: 3/25/26

Grace Gallucci, Executive Director & CEO, NOACA — Date: 4/16/26

APPROVED AS TO LEGAL FORM
DIRECTOR OF LAW
CITY OF CLEVELAND HEIGHTS, OHIO

Proposed: 05/06/2026

RESOLUTION NO. 095-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement with the Northeast Ohio Areawide Coordinating Agency for the design and installation of eight (8) DC Fast Charger electric vehicle charging points at City Hall and the Cleveland Heights Community Center.

WHEREAS, the City of Cleveland Heights seeks to advance sustainability, reduce greenhouse gas emissions, and support the transition to electric vehicles by expanding publicly accessible electric vehicle charging infrastructure; and

WHEREAS, the Northeast Ohio Areawide Coordinating Agency ("NOACA") administers federal and regional funding programs to support the deployment of electric vehicle charging infrastructure within Northeast Ohio; and

WHEREAS, NOACA has awarded funding to the City of Cleveland Heights for the design and construction of eight (8) DC Fast Charger (DCFC) ports, with four (4) ports to be located at Cleveland Heights City Hall and four (4) ports to be located at the Cleveland Heights Community Center; and

WHEREAS, the project scope includes design and engineering services to be performed in 2026, with construction and installation of the charging infrastructure anticipated to occur in calendar year 2027; and

WHEREAS, under the terms of the NOACA Charging and Fueling Infrastructure Project Partner Responsibilities Agreement, the City is required to provide a twenty percent (20%) local match for eligible project costs incurred during the design and construction phases; and

WHEREAS, the City plans to use One Hundred Forty Thousand Dollars ($140,000.00) in previously awarded NOPEC Energized Community Grant Funds as the local match for project costs anticipated to be incurred in 2027; and

WHEREAS, this Council finds that entering into this contract with NOACA is in the best interest of the City and its residents and is necessary to promote public convenience, environmental sustainability, and regional transportation goals.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLEVELAND HEIGHTS, OHIO:

SECTION 1. That the Mayor is hereby authorized to execute a contract and any related agreements with NOACA that are necessary for the design, engineering, construction, and installation of eight (8) DC Fast Charger (DCFC) electric vehicle

charging ports, to be located at Cleveland Heights City Hall and the Cleveland Heights Community Center.

SECTION 2. That City Council hereby authorizes the use of up to $140,000.00 in NOPEC Energized Community Grant Funds as the City's required local match for eligible project costs expected to be incurred in calendar year 2027, subject to receipt of invoices and compliance with NOACA program requirements.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City's website.

SECTION 5. This Resolution shall take effect and be in force from and after the earliest time allowed by law.

_____
TONY CUDA
President of Council

_____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

_____
JIM PETRAS
Mayor

Memorandum

Date: 4/22/26

To: Law Department

From: Deanna Bremer Fisher

Subject: Compost Program

Purpose Statement:

Continue and expand food waste compost program following completion of pilot program.

Is this legislation recurring: Yes: ☑ No: ☐

Is emergency language necessary: Yes: ☐ No: ☑

If yes, why?

We anticipate continuing this program in subsequent years so we would have recurring legislation.

Is passage on first reading necessary: Yes: ☐ No: ☑

If yes, why?

If funding is required, is it already budgeted for? Yes: ☑ No: ☐

If not already budgeted for, where will funding come from?

Yes, $100,000 is budgeted for 2026: 402.5101.3003

RUST BELT RIDERS

Cleveland Heights Composting Pilot Program
2026 Spring Report

A New Site in the Noble Neighborhood Expands Access!



Councilwoman Larson at the ribbon-cutting for the new site at Noble Library

CH Municipal Program: Spring 2026 Updates

Big wins in the CH program this spring! A brand new site launched at **Noble Library** on February 18th. Over 60 residents came out for the ribbon-cutting!

- **600 households** are enrolled in the CH composting pilot program
  - 48 households already signed up at the new Noble Library site
  - 552 households at the Dave's at Severance Center
- **217 64-gallon bins** have been collected so far
  - **33,859 lbs. of material** to date
- **Bin-count increased after Noble opening** from 8 bins to 12 bins weekly

Cleveland Heights' Impact	Estimated Value
Material Diverted	33,859 lbs.
Methane Emissions Avoided	29,796 lbs. CO_2e
Compost Produced	75 cubic yards
Miles Driven Offset	33,588 miles

Next Steps

We are excited for **FULL city-wide composting service** to begin on May 15th! The municipal program will now include all residents at the **Coventry and Lee Road sites.**

This will instantly expand free access to over 230 additional households.

Testimonials

This program has been **very popular with CH residents**! Here's what one said:

I'm so thankful for this trial! I've been wanting to do this for some time, but felt that as a one person household I wouldn't have much to contribute. I was so wrong! I can't believe how much I'm diverting from the landfill! Thank you Cleveland Heights for being so forward thinking! –Karen



Two Cleveland Heights residents at the Noble Library ribbon-cutting.

Questions? Don’t hesitate to reach out!

Site Host Operations Contact
Natalie Senturk - Residential Programs Manager
nataliesenturk@rustbeltriders.com - (216) 800-4651 Ext. 2

Sales Contact
Zoe Apisdorf - Residential Sales Director
zoe@rustbeltriders.com

Proposed: 05/06/2026

RESOLUTION NO. 096-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement for the continuation and expansion of the city-wide food scrap composting program through Rust Belt Riders Composting, LLC.

WHEREAS, in the United States, food waste is the single largest material type disposed of in municipal solid waste landfills, and organic materials decomposing in landfills generate methane, a potent greenhouse gas; and

WHEREAS, landfills are a significant source of methane emissions, and diversion of food scraps through composting is a proven method to reduce greenhouse gas emissions and improve waste management outcomes; and

WHEREAS, the City of Cleveland Heights has adopted a Climate Action and Resilience Plan that establishes a goal of diverting seventy-five percent (75%) of organic waste from landfills by the year 2030; and

WHEREAS, the City previously partnered with Rust Belt Riders Composting, LLC to implement an eight-month pilot food scrap composting program at two drop-off locations, which enrolled more than 600 households and diverted over 33,800 pounds of organic material from the landfill; and

WHEREAS, based on the success of the pilot program, the City desires to continue providing food scrap composting services to residents and to increase accessibility and participation by expanding the number of drop-off locations; and

WHEREAS, Rust Belt Riders Composting, LLC has submitted a proposal to continue the City-wide composting program and expand service to include two additional drop-off locations, bringing the total number of sites to four (4); and

WHEREAS, the expanded program will improve resident access to composting services, further reduce landfill waste and greenhouse gas emissions, advance environmental stewardship, and support community education and engagement; and

WHEREAS, City Council finds that continuation and expansion of the composting program with Rust Belt Riders Composting, LLC is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLEVELAND HEIGHTS, OHIO:

SECTION 1. That the Mayor is hereby authorized to execute an agreement with Rust Belt Riders Composting, LLC, for the provision of municipal composting services

and to expand the composting program up to December 31, 2026, and provide for two (2) additional drop-off locations for a total of four (4) composting sites as outlined in the proposal submitted by Rust Belt Riders Composting, LLC, attached hereto as Exhibit "A," for an amount not to exceed $100,000.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City's website.

SECTION 4. This Resolution shall take effect and be in force from and after the earliest time allowed by law.

_____
TONY CUDA
President of Council

_____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

_____
JIM PETRAS
Mayor

AGREEMENT

Between

THE CITY OF CLEVELAND HEIGHTS

And

RUST BELT RIDERS

THIS AGREEMENT for professional services is made this 14th day of May, 2025, between the City of Cleveland Heights ("City"), a municipal corporation of the State of Ohio, by and through its Mayor pursuant to C.O. 171.02., and Rust Belt Riders ("Consultant"), an Ohio corporation, by and through its duly authorized officer. City and Consultant may be individually referred to as a "Party" or collectively as "Parties."

RECITALS:

1. The City desires to supplement the regularly employed staff of the several departments of the City for the purpose of implementing a pilot composting program that will serve our community and potentially interested small businesses. The pilot will help assess feasibility, operations, and public engagement before considering citywide expansion. ("Project") for Client, and in return Client agrees to pay Consultant compensation as set forth herein; and.

2. Consultant has proposed by its proposal dated July 7, 2025 to provide such professional services to the City.

3. The City finds Consultant's Proposal acceptable and desires to hire and engage Consultant to supplement the staff of the City and furnish professional services in accordance with Consultant's Proposal and the terms, conditions and provisions in this Agreement.

IN CONSIDERATION OF THE FOREGOING, the payments and the mutual agreements of the parties contained in this Agreement, the parties agree as follows:

Section 1. Scope of Service

A. As of the date of this execution of this Agreement, the Consultant's Proposal of July 7, 2025 is attached as **Exhibit B**. Complete copy of **Exhibits** will be attached to the original of this Agreement on file in the City's Division of Accounts and made a part of this Agreement as if fully written in this Agreement, except as changed or modified by any provisions of this Agreement.

B. The City engages the services of Consultant and Consultant agrees to provide, professional services as defined in this Agreement in the Consultant's Proposal referred to as the "Work".

C. Any subcontract made by Consultant with the consent of the City shall incorporate by reference of all of the terms of this Agreement necessary for Consultant to meet its obligations to the City under this Agreement.

D. Consultant shall render such of the services included in the Work as may be requested by the Director. Such services shall be completed within the time period specified by the Director.

E. Consultant shall submit an appropriate written or oral report to the Director upon completion of each specific service requested.

F. At the request of the Director, Consultant shall provide a status report each month during the performance of the Work to describe the activities which took place during that month. The status report shall include reports of activities performed during the reporting period, activities planned for the next reporting period and should include descriptions of significant accomplishments, milestones, and problems encountered.

G. The term "Director", as used in this Agreement, shall mean and include the Office of the Mayor and such other duly authorized representatives as may be designated from time to time. The term "Consultant" shall mean Rust Belt Riders, its principals, officers, directors, employees, subcontractors, and subconsultants.

H. Approval by the Director, of services rendered under this Agreement, shall constitute only acknowledgement of performance, but shall not relieve or excuse Consultant from responsibility for any errors or omissions, and no fee or compensation will be paid to Consultant for the cost of rectification of any part of the Work required on account of such errors or omissions.

Section 2. Assistance of the City

The City shall assist Consultant to the extent possible as necessary during the term of this Agreement.

Section 3. **Payments**

A. The City shall pay Consultant for the accomplishment of all services in the performance of the Work hereunder a total cost ("Total Cost") not to exceed the amount of Thirty-Eight thousand, One Hundred and Sixty Dollars ($38,160).

B. Consultant shall submit a monthly request for payment in writing to the Director for approval. Any request for payment shall include a description of the Work completed. Invoices shall provide the date services were rendered; the name of the City employee requesting the services; the project name and location where the services were performed; a detailed description of the particular services provided; citing to appropriate Fee schedule item; the time expended, if applicable; and the applicable rate or charge according to the Fee Schedule Item.

C. The City is exempt from all sales, use and excise taxes, and any other assessments in the nature of taxes. The City shall not pay any late charges, interest, finance charges or service charges.

D. Additional Services

No services beyond the scope of the Work or services that would require the City to exceed the Total Cost ("Additional Services") shall be compensated by the City except with prior approval of the City Board of Control, as necessary, and upon additional certification of funds for the costs of such services, issuance by the Director of a requisition and order for such services, and modification of this Agreement in writing. Invoices for Additional services shall be in the same detail and form as provided for regular services and shall be submitted monthly during the time the Additional Services are rendered.

Section 4. **Cancellation**

A. This Agreement may be cancelled by the City at any time with cause upon written notice of intent to cancel when either the progress or results achieved under this Agreement are unacceptable to the City.

B. If this Agreement is canceled by the City prior to completion, Consultant within ten (10) days of such cancellation, shall submit final progress report of the percentage of Work completed by the date of cancellation. The City shall pay Consultant for the Work completed as certified in this statement and as approved by the Director. Notwithstanding any other provision of this Agreement, including **Exhibits**, all records, documents, materials and working papers prepared as part of the Work under this Agreement shall become and remain the property of the City, and upon any such cancellation, Consultant shall turn over to the City all records, judgments, documents, working papers and

other materials which would be necessary, in the judgment of the City, to maintain continuity in progress of the Work by another Consultant.

Section 5. Assignment Prohibited; Subconsultants

A. Consultant may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part of this Agreement, or any right or privilege created under this Agreement, nor shall any subconsultant commence performance of any part of the services included in this Agreement, without first obtaining written consent of the City, as expressed by resolution of its Board of Control. Upon any attempt by Consultant to do otherwise, this Agreement shall immediately terminate. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

B. Consultant shall be and remain solely responsible to the City for the acts or faults of any subconsultant and of such subconsultant's officers, agents and employees, each of whom shall for this purpose be deemed to be an agent or employee of Consultant to the extent of its subcontract. As a prior condition to approval of a subconsultant, Consultant shall file a conformed copy of the applicable subcontract with the City.

Section 6. Professional Responsibility; Indemnification

A. Professional Responsibility.

Consultant shall be responsible for the professional quality and technical accuracy of all services performed hereunder. Consultant shall be and remain liable to the City in accordance with applicable law for damage to the City caused by Consultant's negligence, error or omission in the performance of Consultant's professional services under this Agreement

B. Indemnification.

Consultant shall indemnify and save harmless the City and its respective officers, agents, employees, successors and assigns, for and from any and all suits, claims, fines, loss, cost damage, expense and liability from its failure to comply with all applicable laws, ordinances, orders and regulations in the performance of Consultant's services under this Agreement, and from loss of life or damage or injury to persons or property of any person, including but not limited to the agents, employees, invitees and licenses of the parties hereto and to the property of any of them, and of the parties hereto, arising out of or connected with and to the extent caused by negligent act, error or omission of Consultant or its subconsultants in their performance of this Agreement. Consultant shall, at its own expense, defend the City in all litigation, pay all attorneys' fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith. Furthermore, Consultant, at

its own expense, shall satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents, employees, successors or assigns arising out of such litigation. Nothing stated in this Agreement shall prevent Consultant from seeking indemnification from Consultant's subconsultants. This indemnification clause shall survive the completion of the services to be performed under this Agreement and the termination of this Agreement.

Section 7. **Insurance Requirement**

A. Consultant and each of its subconsultants shall, at their expense and at all times during the performance of services, under this Agreement, maintain comprehensive general and professional liability insurance insuring themselves against the indemnification obligations undertaken in Section 6, Indemnity above. Consultant shall require subconsultants to obtain insurance and shall be responsible for enforcement of its subconsultant's obligation to obtain insurance to satisfy the requirements under this Agreement. The policies shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The comprehensive general liability insurance policy shall: be occurrence type; name the City as an additional insured; have limits of not less then One Million Dollars ($1,000,000.00) for any one incident; have a "per project" endorsement; and be primary with respect to Consultant's general liability, notwithstanding any other insurance covering the City. Consultant's insurance policy shall include valuable papers coverage in the amount of One Hundred Thousand Dollars ($100,000.00). The professional liability insurance shall have limits of not less than One Million Dollars ($1,000,000.00) for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the Work. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies or insurance in amounts as follows:

> Business Automobile Liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than the combined limit of One Million Dollars ($1,000,000.00) for bodily injury and property damage per occurrence.

B. Notice of Cancellation.

The insurance policy or policies provided hereunder shall provide as follows:

> "The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Law of the City of Cleveland Heights."

In addition to the notification required of Consultant's insurance company, Consultant shall notify the City, in writing, by certified mail to the Director of Law of the City of Cleveland Heights, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

C. Copy of Insurance Policy

Upon the request of the Director of Law of the City of Cleveland Heights, Consultant shall immediately provide the Director of Law with an exact copy of the insurance policy or policies required by this Agreement.

D. Certificate of Insurance

Upon execution of this Agreement, Consultant shall submit to the City a certificate(s) of insurance with respect to such policy or policies. Such certificate(s) of insurance shall contain the notification provision set forth in paragraph B above. If the additional insured endorsement required above is not available at the Agreement execution date, Consultant shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to the endorsement. Consultant shall also provide a copy of the endorsement naming the City as an additional insured under Consultant's comprehensive general liability coverage. The endorsement shall be submitted no later than thirty (30) days after the execution date of this Agreement.

E. Policy

The policy or policies, certificate(s), Binder or Advice required in paragraphs C and D above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the coverage or carrier on any policy shall become unsatisfactory to the Director of Law, Consultant shall, immediately, provide a new policy meeting the requirements of the Director of Law.

F. No Limit of Liability

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Consultant is responsible under Section 6, Indemnity above.

City's examination of, or failure to request or demand, any evidence of insurance under this Agreement, shall not constitute a waiver of any requirement of this Section 7 and the existence of any insurance shall not limit Consultant's obligations under any provisions of this Agreement.

Section 8. State Industrial Compensation

Consultant shall be required at all times during the term of this Agreement to subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required under those laws and to save the City harmless from any and all liability from or under the act. It shall also furnish, upon request by the City, a copy of the official certificate or receipt showing the payments referred to above.

Section 9. Social Security Act

Consultant shall be and remain an independent contractor with respect to all services performed under this Agreement and agrees to and does accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or later imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by the Consultant on work performed under this terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may later be issued or promulgated under the respective laws by any duly authorized state or federal officials; and Consultant also agrees to indemnify and save harmless the City of Cleveland Heights from any such contributions or taxes or liability.

Section 10. Interest of Consultant

Consultant covenants that its principals have made no contributions to the Mayor of the City which would cause Consultant to be ineligible for the award of an unbid contract under division (I) or (J) of Section 3517.13 of the Ohio Revised Code, and that is has executed and submitted to the City an affidavit of such effect. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required to be performed under this Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Section 11. Defaults and Remedies

A. Default

Consultant shall be in default of this Agreement upon the happening of any of the following events:

1. If Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it under this Agreement and such failure continues for a period of five (5) days after written notice thereof is given Consultant by the City;

2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation, (ii) a petition in bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors; or

3. If Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance be caused by fire, earthquake, war, strike, or other calamity beyond its control.

B. Remedies

Upon the happening of any one or more of the events as set forth in paragraph A of this Section, or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one ore more of the following rights and remedies:

1. Without waiving such default, to pay any sum required to be paid by Consultant to others than the City and which Consultant has failed to pay under the terms and conditions of this Agreement, Consultant shall repay to the City, on demand, any amount so paid by the City, with interest thereon at eight percent (8%) per annum from the date of such payment and all expenses connected therewith:

2. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions or conditions thereof;

3. Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance, all without terminating this Agreement; and/or

4. Terminate this Agreement.

C. Rights and Remedies Not Exclusive

All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and/or in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy granted in this Agreement or to which it may be otherwise entitled.

Section 12. Notice and Payments

All notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail, or first class U.S. mail, postage prepaid and addressed to the parties at the respective addresses set forth in this Agreement, or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail. Such notices shall be sent to:

To the City: Mayor ~~Director of~~ _____
City of Cleveland Heights
City Hall, Room _____
40 Severance Circle
Cleveland Heights, Ohio 44118

To Consultant: Robert Kurtz Sales Director
Rust Belt Riders Composting
2701 Saint Clair Ave. NE Cleveland Ohio 44114

Section 13. Non-Discrimination Clause

This Agreement is a "contract" for the purposes of C.O. 171.011 and Consultant is hereby notified that it is prohibited from discriminating against any individual in violation of C.O. Chapter 749. A copy of this clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all entities, persons, firms, employees, agents, affiliates, assigns, and with whom Performer may deal.

Section 14. O.R.C. Compliance

Consultant hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)

(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

Section 15. Miscellaneous

A. Consultant agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing in this Agreement.

B. Nothing contained in this Agreement shall be deemed to constitute the City and Consultant as partners in a partnership or joint venture for any purpose whatsoever.

C. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause in this Agreement may require, the same as if such words have been fully and properly written in the number and gender.

D. The headings of sections and paragraphs, if any, to the extent used are used for reference only, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

E. In the event that any term(s) or provision(s) of this Agreement are held invalid, illegal or unenforceable, for any reason, by any court of competent jurisdiction, such invalidity, illegality or unenforceability should not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such term(s) or provision(s) had never been contained in this Agreement, to the extent the same has been held to be invalid, illegal or unenforceable.

F. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

G. In the event of any variance among the provisions of this Agreement, the City's RFP and of Consultant's Proposal (**Exhibit B**), the provisions of the document shall govern in the following order: (1) this Agreement; (2) City's RFP, (3) Consultant's Proposal.

H. The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality.

I. This Agreement constitutes the entire Agreement of the parties and shall not be deemed amended except by a writing signed by the parties.

J. This Agreement and any claims arising under this Agreement or related to this Agreement, whether in contract or tort shall be governed by the laws of the Ohio. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

The following attached documents are incorporated with and made part of this Agreement:

1. **Exhibit A** – City's RFP;
2. **Exhibit B** – Consultant's Proposal

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THIS AGREEMENT, the parties have caused this instrument to be executed as of the day and year written above.

CITY OF CLEVELAND HEIGHTS

By: _____
Mayor Kahlil Seren

[Consultant's Name] Rust Belt Riders Composting

By: _____

Title: Sales Director

Robert Kurtz
Printed Name:

46-5133072
Taxpayer Identification Number

The legal form and correctness of the within instrument are hereby approved.

WILLIAM R. HANNA
Director of Law

By: _____
Justin L. Hines
Assistant Director of Law

Date: 9/10/25

City-Wide Municipal Program Proposal

Prepared by Rust Belt Riders
April 2026

Summary:

As communities across the country seek sustainable and cost-effective solutions to manage organic waste, The City of Cleveland Heights has an opportunity to lead by example and expand food-scrap composting access to all of its residents. Rust Belt Riders Composting, LLC (RBR) is proud to propose a **city-wide composting program expansion designed to divert food scraps from the landfills, reduce greenhouse gas emissions, and return valuable nutrients back to local soils.**

Starting in May of 2026, this proposal would allow Cleveland Heights to expand its successful municipal composting pilot program to full citywide service. All residents currently using the Coventry and Lee Road Drop-Off sites would now gain free access. These sites would join the two existing pilot locations in the municipal program, located at Dave's Supermarket (Severance Center) and the Noble Library branch. This would bring the city to **four total Drop-Off sites**, immediately **extending free access to more than 230 additional households–with capacity to enroll many more.**

This expansion advances the City's commitment to sustainability–immeditately making composting more accessible and diverting more organic waste from landfills.

Site service is delivered by a team of more than 30 professionals, using commercial-grade vehicles and a dedicated administrative staff. Program deliverables include all materials, maintenance, cleaning, and signage. This proposal outlines the program costs, schedule, and opportunities for future partnership.







Resident Enrollment and Participation

Cleveland Heights residents can access the Drop-Off sites for free by enrolling through a **unique link provided and managed by RBR**, which the City will host on its website. Upon signing up, residents receive an instant Welcome Email with bin access information. Bins are secured with combination locks, using a code unique to the City's program, and members can start composting immediately. Enrollment allows RBR to communicate directly with participants, provide updates on site changes, and collect enrollment data to prepare Impact Reports.

Existing Cleveland Heights residents who are currently paying out of pocket to use the Coventry and Lee Road sites will have their memberships automatically converted into free memberships by RBR. New users will also be able to enroll at these sites for free.



Site Location

This program will consist of four food-scrap Drop-Off sites. The bins will be open to enrolled residents, who will receive the lock code upon registration. Users and RBR vehicles will have access to the collection bins during normal business hours. Site Location is defined as follows:

Site Location	Address
Dave's at Severance Center	**3628 Mayfield Rd, Cleveland Heights, OH 44118**
Noble Library	**2800 Noble Road, Cleveland Heights, OH 44121**
Lee Road: Church of the Savior	**2537 Lee Road, Cleveland Heights, OH 44118**
Coventry: Marc's Overflow Parking Lot	**Across from the P.E.A.C.E. Park, accessible via Euclid Heights Blvd. (41°30'31.1"N 81°34'42.8"W)**

Service

Schedule: The Service Schedule outlines the Site Location, the number of containers serviced each week, and the day of the week each Site will be serviced.

Site Location	Number of Containers on Site	Number of Services/Week	Service Days
Dave's at Severance Center	8	1	Monday
Noble Library	4	1	Monday
Lee Road: Church of the Savior	4	2	Monday
Coventry: Marc's Overflow Parking Lot	4	2	Monday

Weekly Pickups: Service will include maintenance of the containers, compostable liners for the containers, and cleaning of the containers on each day of service at the Site Locations. The weight of the material will be logged for tracking environmental impact and service usage.

Service Expansion: Service can be expanded to accommodate greater municipal usage through the addition of containers on site, frequency of service, or expansion to additional Site Locations.

Communication: RBR staff will communicate with the contact at the service location if any needs to amend the schedule arise. The City can also reach out to RBR for site, servicing, or program expansion needs by contacting support@rustbeltriders.com at least 24 hrs. in advance.

Vehicles: Service conducted through the use of our fleet which includes 16' box trucks and tipper trucks.

Acceptable Material:

All food scraps, including meat, dairy, bones, and eggshells, are acceptable material. Many uncoated paper products are also acceptable. Compostable serviceware is required to be BPI-, CMA-, or TUV-certified. You can review our **What Can I Compost?** page for the full list: https://www.rustbeltriders.com/whatcanicompost



Program Outreach:

Rust Belt Riders will participate in three resident education events in Cleveland Heights to build awareness of food scrap composting and encourage participation in the City's composting program. These are included in the Program Launch Expenses quoted below.

These events will provide hands-on, accessible education about how composting works, what materials are accepted, and the environmental and community benefits of diverting food waste from landfill. RBR staff will engage directly with residents through demonstrations, Q&A, and clear sign-up information, helping to lower barriers to participation and drive early adoption of the program.

Impact Report:

An Impact Report can be requested of RBR at any time. The Impact Report includes the following diversion statistics, as well as program successes, resident testimonials, and photographs of the site and important program milestones. Here is an example of an Impact Report provided recently to the City of Lakewood.



Shaker Library Director Amy Switzer, next to the Metrostor bins at the Shaker Main Library Branch

Service & Budget:

Program Launch Expenses

The Program Launch Expenses cover one-time costs for traditional **RBR Corral and Signage OR optional Metrostor bin enclosures at either one site or two sites (see summary of Enclosure Options below)**. All options would include bin enclosures with customized signage featuring the City's logo and enrollment QR code.

Below is a summary of the Enclosure Options corresponding to the budget:

Program Launch Expenses: Enclosure Options

Budget Option	Enclosure Type	Quantity	Enclosure Cost Total	Notes
Option 1	Metrostor Bins	8	$30,340.00	4 Metrostor bin enclosures will be deployed at each of **two of the program sites** (RBR recommends the Coventry and Noble Library locations)
Option 2	Metrostor Bins	4	$16,920.00	4 Metrostor bin enclosures will be deployed at **one of the program sites** (RBR recommends the Coventry location)
Option 3	RBR Corral	1	$2,175.00	**1 new RBR Corral with signage** is deployed at the Church of the Saviour site, updating the current infrastructure.

Also quoted are **Outreach & Education ($1500.00),** where RBR will participate in community education to drive participation and reduce contamination, along with one hundred **5-Gallon RBR Buckets ($1,200.00),** which allow folks to get started collecting their scraps at home and encourage them to attend the ribbon-cutting.

Total Program Launch Expenses for 2026 range from $4,875.00 to $33,040.00, depending on whether an RBR corral or Metrostor bins are installed. See budget details link below for more information.

Service Expenses

This proposal includes bin service at all four sites, beginning when the Pilot Program ends on May 15, 2026. The monthly flat-rates assumes the costs for servicing the existing sites at Dave's and Noble Library and adds the service at the Coventry and Lee Rd. sites.

The City will be billed a predictable monthly flat rate based on the expected participation level of Cleveland Heights households. This rate is designed to support service for an estimated 116 bins per month, which aligns with anticipated enrollment of approximately 800 to 1,000 households.

The flat rate includes all service up to this projected capacity, ensuring consistent and scalable support as residents enroll. If participation exceeds expectations and additional bins are needed beyond the projected level, those will be billed at a per-service rate of $85 per bin.

Total Service Expenses for 2026 (May 15-December 31) are estimated to be $77,350.00.

Below is a summary of the Service Expenses:

Service Expenses				
Year	**Month**	**Estimated Bins per Month**	**Monthly Flat-Rate**	**Notes**
2026	May	58	$4,930.00	Program begins May 15th
	Jun	116	$9,860.00	
	Jul	116	$9,860.00	
	Aug	116	$9,860.00	
	Sep	116	$9,860.00	
	Oct	116	$9,860.00	
	Nov	136	$11,560.00	Holiday Service
	Dec	136	$11,560.00	Holiday Service
	2026 Service Subtotal		**$77,350.00**	

Full Budget Details:

Full budget details can be found here:

Cleveland Heights: Updated City-Wide Service & Budget Proposal

Conclusion

This proposal is designed to meet the City's immediate needs while launching a thoughtful, first-time program that establishes a strong foundation for future food scrap diversion efforts.

Through this initial partnership, Cleveland Heights can anticipate **diverting approximately 204,750 lbs. pounds of organic material** from the landfill between May 15 and December 31, 2026. This will prevent an estimated **90.1 tons of local greenhouse gas emissions** over the course of only seven and a half months. This composting service expansion continues Cleveland Heights' commitment to organics diversion and collective action, setting the City on a path toward a cleaner, more sustainable future.

Thank you for considering this proposal. We appreciate your efforts to make sustainable practices more accessible to residents of The City of Cleveland Heights!

Contact

For any questions about this proposal please contact:

Pricing & Partnership
Zoe Apisdorf - Residential Sales and Partnerships Manager
zoe@rustbeltriders.com (216) 800-4651 Ext. 708

Enrollment, Site Operations, & Program Contact
Natalie Şentürk - Residential Programs Manager
nataliesenturk@rustbeltriders.com - (216) 800-4651 Ext. 2

Date: April 10, 2026

To: City Council

From: Allan Butler, Assistant Housing Director; Brian Iorio, Assistant Director of Community Development

Subject: American Builders & Applicators contract.

Purpose Statement:

To authorize a contract for a HOME Housing Rehabilitation Loan Program that includes use of CDBG Senior Home Repair Grant and ARPA Exterior Grant programs which increases the project budget over the $50,000 threshold for the contract authority. The project located at (PPN) 682-34-010, 3690 Monticello Blvd. is eligible for assistance through all programs noted above.

Is this legislation recurring: Yes: _____ No: ___x____

Is emergency language necessary: Yes: ___X____No: _____

If yes, why? To ensure that the contractor can begin work in a timely manner and to ensure current bid pricing remains accurate with cost of materials.
Is passage on first reading necessary: Yes: _____X____No: _____

If yes, why? T To ensure that the contractor can begin work in a timely manner and to ensure current bid pricing remains accurate with cost of materials.
If funding is required, is it already budgeted for? Yes: ___X____ No: _____

If not already budgeted for, where will funding come from?

Proposed: 04/20/2026

RESOLUTION NO. 081-2026(PD), *Second Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with American Builders & Applicators, a certified lead abatement contractor, for the use of HOME Investment Partnership funds, Community Development Block Grant (CDBG) funds, and American Rescue Plan Act (ARPA) funds in connection with a Housing Rehabilitation Deferred Loan Program at Permanent Parcel Number (PPN) 682-34-010; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Housing Rehabilitation Loan Program is a program administered by Cleveland Heights Housing Preservation Office through the Cuyahoga County Department of Development (CCDOD) from the HOME Investment Partnership, U.S. Department of Housing and Urban Development (HUD) Federally allocated funds; and

WHEREAS, the Senior Home Repair Grant Program is administered by the Cleveland Heights Housing Preservation Office through, CDBG, HUD Federally-allocated funds; and

WHEREAS, the ARPA Exterior Grant Program is administered by the Cleveland Heights Housing Preservation Office through, American Rescue Plan Act (ARPA) State-allocated funds; and

WHEREAS, the homeowner of the home located on (PPN) 682-34-010 has been approved for assistance through the Housing Preservation Office programs; and

WHEREAS, the Housing Rehabilitation Loan Program enables eligible low-and-moderate income homeowners to make repairs and basic home improvements that maintain the quality of their housing and create a positive effect in the surrounding neighborhood; and

WHEREAS, the lowest bidder, American Builders & Applicators is a certified lead abatement contractor and is in good standing with the City of Cleveland Heights' Housing Preservation Office; and

WHEREAS, it would be in the best interest of the City and its residents to provide funding to facilitate this project; and

WHEREAS, there are monies available for such purpose from the HOME Investment Partnership, Community Development Block Grant, and American Rescue

Plan Act.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement and any related documents with American Builders & Applicator for the violation repairs and home improvements at (PPN) 682-34-010. The agreement shall provide for funding in the amount of up to Sixty-two thousand and ninety-five dollars ($62,095.00) from HOME, CDBG, and ARPA Grant funds. The project to be completed by American Building & Applicators is set forth in the Bid Request Form on file with the Clerk of Council. The agreement shall be subject to the approval as to form by the Director of Law.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber grant funds for the abatement of lead-based paint hazards at PPN 681-34-010. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

_____
TONY CUDA
President of Council

_____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

_____
JIM PETRAS
Mayor

Date: 04/14/2026

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Lease of 1807 Coventry Rd.

Purpose Statement: Legislation to authorize the Mayor to enter into a lease with Mac's Backs LLC for the commercial storefront at 1807 Coventry Road.

This space has been vacant since early 2025. Mac's Backs contacted the City to discuss leasing the space which would allow them to expand compared to their current footprint in Coventry Village. The larger space will allow them to have increased offerings and to host author book signings and other events, which can be expected to have a positive impact on overall foot traffic to the district.

Is this legislation recurring: Yes: _____ No: __X_____

Is emergency language necessary: Yes: _____X_____ No: _____

If yes, why? To allow the City to enter the lease agreement sooner if the legislation is approved.

Is passage on first reading necessary: Yes: _____ No: __X_____

If yes, why?

If funding is required, is it already budgeted for? Yes: _____ No: _____ N/a: __X_____

If not already budgeted for, where will funding come from?

Proposed: 04/20/2026

ORDINANCE NO. 082-2026(PD), *Second Reading*

By Mayor Petras

An Ordinance authorizing the Mayor to enter into a lease agreement with Mac's Backs Bookstore, Inc. for the lease of 1807 Coventry Road; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio (the "City") is the fee simple owner of the property located at 1807 Coventry Road, Cleveland Heights, Ohio 44118 (the "Property"); and

WHEREAS, the Property is currently vacant and the City desires to lease the Property to Mac's Backs Bookstore, Inc.; and

WHEREAS the City intends to lease the Property to Mac's Backs Bookstore, Inc. in accordance with the terms and conditions of the Lease Agreement attached hereto as Exhibit A and incorporated herein by this reference ("Lease Agreement");

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to authorize the Mayor to execute the Lease Agreement with the Mac's Backs Bookstore, Inc. for the lease of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby authorized to execute and enter into a lease whereby the City will lease the Property to Mac's Backs Bookstore, Inc., substantially in accordance with the draft lease attached as Exhibit A, subject to the approval of the Director of Law as to form.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City's website.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need

for the timely relet the Property so that it does not continue to remain vacant and supports the vitality of the neighborhood. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

_____
TONY CUDA
President of Council

_____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

_____
JIM PETRAS
Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Lease**"), made and made effective as of this __ day of April, 2026 (the "Effective Date"), by and between the **CITY OF CLEVELAND HEIGHTS, OHIO** an Ohio municipal corporation, having an address at 40 Severance Circle, Cleveland Heights, Ohio 44118 ("**Landlord**") and **MAC'S BACKS BOOKSTORE, INC.**, an Ohio for-profit corporation, having an address at 200 Park Place, Chagrin Falls, Ohio 44022 "**Tenant**").

ARTICLE 1
BASIC LEASE TERMS

In addition to terms that are defined elsewhere in this Lease, the following words and phrases shall have the meanings ascribed below wherever used in this Lease.

1.1 Building: 1807 Coventry Rd, Cleveland Heights, OH 44118.

1.2 Building Land or Land: The land upon which the Building is situated is described on **Exhibit A,** attached hereto and made a part hereof.

1.3 Fixed Rent:

Month	Monthly Rent	Annual Rent
5/1/2026 – 7/31/2026	$0.00	-0-
8/1/2026 – 7/31/2027	$4,750.00	$57,000.00
8/1/2027 – 7/31/2028	$4,750.00	$57,000.00
8/1/2028 – 7/31/2029	$5,700.00	$68,400.00
8/1/2029 – 7/31/2030	$5,700.00	$68,400.00
8/1/2030 – 7/31/2031	$6,650.00	$79,800.00

Notwithstanding the foregoing or anything contained in this Lease to the contrary, Fixed Rent for the Premises shall be completely abated for the period (the "Rent Abatement Period") commencing on the Commencement Date and ending on July 31, 2026.

1.4 Initial Term: 5 years and three months, including the Rent Abatement Period.

Commencement Date: May 1, 2026

Expiration Date: July 31, 2031, or the last day of any applicable Renewal Term, unless sooner terminated in accordance with this Lease.

1.5 Notice Addresses:

If to Landlord:	City of Cleveland Heights, Ohio 40 Severance Circle Cleveland Heights, Ohio 44118 Attention: Brian Anderson Email:
with a copy to:	Roetzel & Andress, LPA 222 S. Main Street, Suite 400 Akron, Ohio 44308 Attention: Jason Dodson, Esq. Email: jdodson@ralaw.com
If to Tenant:	Attention: James C. McSherry Mac's Backs Bookstore, Inc. 200 Park Place Chagrin Falls, Ohio 44022 Email: _____
with a copy to:	_____ _____ _____ _____

1.6 Permitted Use: solely as a retail store selling books and related items.

1.7 Premises: Approximately 5,744 rentable square feet of retail space on the 1st floor, and approximately 1,027 rentable square feet on the mezzanine level to be used for office space only, together with access to the panels and trash disposal area behind the parking garage.

1.8 Rent Commencement Date: August 1, 2026.

1.9 Security Deposit: $4,750.00

1.10 Tenant Improvement Allowance: None

Each of the foregoing basic lease terms shall be construed in conjunction with and limited by references thereto and the other provisions of this Lease.

ARTICLE 2
PREMISES; INITIAL IMPROVEMENTS; TERM

Section 2.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the provisions of this Lease, the Premises for the Initial Term, unless extended or sooner terminated as set forth in this Lease.

Section 2.2 (A) Landlord shall deliver the Premises to the Tenant on the Commencement Date in "as is" "where is" condition.

(B) If Tenant proposes to undertake any alterations or work at the Premises, Tenant must obtain Landlord's prior written approval of its plans for any construction work to be performed at the Premises, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay for all utilities used by Tenant, and defend, indemnify and hold Landlord Indemnitees (hereinafter defined) harmless from all liability which arises out of the possession, use or occupancy of the Premises by Tenant or Tenant's employees, agents, contractors, subcontractors and invitees. Tenant shall, at Tenant's expense, have plans and specifications (collectively, "**Tenant's Plans**") delivered to Landlord for Landlord's approval in sufficient detail to obtain a building permit, prepared by Tenant's architect licensed in Ohio. Tenant shall revise Tenant's Plans (and re-revise them) in accordance with Landlord's comments within fifteen (15) days after receipt of such comments and this process shall be repeated with respect to any revisions of Tenant's Plans until Tenant's Plans are approved by Landlord. The submission to Landlord of Tenant's Plans shall constitute a warranty by Tenant that the work provided for in Tenant's Plans is in conformity with all Legal Requirements and the terms and conditions of this Lease. No approval by Landlord of Tenant's Plans shall constitute in any manner a waiver by Landlord of Landlord's rights under these warranties. Commencing from and after the Commencement Date, subject to Tenant's Plans as approved by Landlord, Tenant shall, at Tenant's expense, perform all work and construct all improvements necessary to improve the Premises in accordance with Tenant's Plans ("**Tenant's Work**"). Tenant's Work shall be done in conformance with Tenant's Plans approved by Landlord (in accordance with the terms of this Lease) in a good and workmanlike manner. Tenant shall deliver to Landlord the permanent and unconditional certificate of occupancy for the Premises on or before the Rent Commencement Date and "as built" plans and specifications for the Premises within sixty (60) days after the Rent Commencement Date. Prior to commencement of operations from the Premises, Tenant shall obtain final unconditional lien waivers for all work performed or material supplied by or on behalf of Tenant, and forward copies of these documents to Landlord. Tenant shall, in doing any work, making any installations, or in using, occupying or conducting business at the Premises, comply with all Legal Requirements, Governing Documents (hereinafter defined) and/or fire codes applicable to the Premises and Tenant's use or occupancy of the Premises. Tenant shall defend, indemnify and hold Landlord Indemnitees harmless from all losses, damages, lawsuits, claims, liabilities, costs and expenses (including attorney fees, paralegal fees, court costs and costs of appeal) arising out of any failure to comply with the foregoing.

Section 2.3 The Initial Term of this Lease shall commence on the Commencement Date and expire on the date set forth for the Initial Term in Article 1. The Term of this Lease shall include the Initial Term and all properly exercised Renewal Options, unless the Term of this Lease is sooner terminated in accordance with the agreements and conditions set forth in this Lease (the date on which the Term of this Lease ends by expiration or termination being in either case hereinafter referred to as the "**Expiration Date**").

Section 2.4 (A) Tenant shall have the option (a "**Renewal Option**") to extend the Initial Term for one additional period of 5 years ("**Renewal Term**"); provided, however, that this Lease shall not have been previously terminated and that Tenant shall not be in default in the observance of any of the terms, covenants or conditions of this Lease on the date Tenant gives Landlord written notice (the "**Renewal Notice**") of Tenant's election to exercise the Renewal Option or on the commencement of the Renewal Term. The Renewal Option may be exercised with respect to the entire Premises only and shall be exercisable by Tenant's delivering the Renewal Notice to Landlord no later than 6 months prior to the expiration of the existing term, time being of the essence with respect to the giving of the Renewal Notice. Tenant shall have no further right or option to extend or renew the Term beyond the last available Renewal Term. The rights set forth in this Section 2.4(A) are personal to Tenant and may not be assigned to any assignee of this Lease.

(B) If Tenant validly exercises a Renewal Option, the Renewal Term shall be upon the same terms, covenants and conditions as those contained in this Lease, except that: (a) the Fixed Rent shall be deemed to mean the Fixed Rent as **determined pursuant to Subsection (C) below**; (b) Tenant shall not be entitled to any work allowance or credit, any tenant improvements or any waiver of Fixed Rent, Additional Rent or any other rent abatement or concession during the Renewal Term; and (c) the provisions of this Section 2.4 relative to Tenant's right to renew the Term shall not be applicable during the Renewal Term, or, if any Renewal Terms remain, the amount of available Renewal Terms shall be reduced by one.

(C) In the event Tenant validly exercises the Renewal Option, the annual Fixed Rent for the Premises during the Renewal Term shall be $6,650.00 per month.

ARTICLE 3
FIXED RENT; ADDITIONAL RENT; ADDITIONAL CHARGES

Section 3.1 (A) During each Lease Year, Tenant shall pay Fixed Rent in the amount set forth in Article 1. Tenant shall pay Fixed Rent in equal monthly installments in advance on or before the first day of each month during the Term commencing on the Rent Commencement Date, in accordance with Section 3.1(C), without any set-off, offset, abatement or deduction whatsoever, except that Tenant shall pay the Security Deposit and the installment of Fixed Rent for the first month for which fixed Rent is due hereunder upon the execution hereof and before Landlord shall deliver possession of the Premises to Tenant. If the Rent Commencement Date occurs on a day other than the first day of a calendar month, the Fixed Rent for the partial calendar month shall be prorated based upon a 30-day month and any balance of the first month's Fixed Rent theretofore paid shall be credited against the next monthly installment of Fixed Rent. Tenant shall also pay other sums under this Lease, in addition to Fixed Rent, in the manner as hereinafter provided.

(B) All sums and charges other than Fixed Rent due and payable by Tenant to Landlord under this Lease including, without limitation, Additional Charges, utilities under Article 14 and late charges and interest assessed pursuant to this Lease are called "**additional rent**" or "**Additional Rent**". Fixed Rent and Additional Rent are collectively called "**rent**" or "**Rent**".

(C) All payments of Fixed Rent and Additional Rent shall be made to Landlord when due without notice or demand, in lawful money of the United States of America via a mutually agreeable method, unless any component of the Additional Rent expressly is required to be paid by Tenant to another party pursuant to this Lease. The parties agree to work together to arrange for payments made hereunder to be in an electronic form in lieu of paper check.

(D) Any payment of Rent due from Tenant to Landlord not paid upon the date herein specified to be paid shall bear interest from the date such payment is due to the date of actual payment at the highest lawful rate of interest permitted by the laws of the State of Ohio (the "**Interest Rate**"). If Tenant fails to pay any Rent within five (5) days after the due date thereof, Tenant shall also pay Landlord a late payment service charge equal to the greater of $250 or five percent (5%) of such unpaid sum for each and every calendar month or part thereof after the due date that such sum has not been paid to Landlord.

Section 3.2 For each month during the term of this Lease, Tenant shall pay directly to the **Coventry Village Special Improvement District,** c/o Elizabeth Donley, 2598 Queenston Road, Cleveland, OH 44118, as Additional Rent (the "**Additional Charges**"), the amounts set forth below:

Month	Monthly Additional Charges
5/1/2026 – 7/31/2026	$0.00
8/1/2026 – 7/31/2027	$166.66
8/1/2027 – 7/31/2028	$166.66
8/1/2028 – 7/31/2029	$166.66
8/1/2029 – 7/31/2030	$166.66
8/1/2030 – 7/31/2031	$166.66

Tenant shall pay the Additional Charges in advance on or before the first day of each month during the Term commencing on the Rent Commencement Date.

ARTICLE 4
OCCUPANCY; PERMITTED USE

Section 4.1 Tenant shall use and occupy the Premises for the Permitted Use and for no other purpose. Tenant will not at any time use or occupy the Premises in violation of the certificate of occupancy (whether temporary or permanent) issued for the Premises and/or the Building, as initially issued or thereafter amended or modified (the "**Certificate of Occupancy**").

Section 4.2 Tenant shall obtain a permanent Certificate of Occupancy prior to any occupancy of the Premises for the Permitted Use. Copies of the foregoing Certificate of Occupancy shall be delivered to Landlord promptly following the issuance thereof.

Section 4.3 In no event shall Tenant use or permit the use of the Premises, or any portion thereof, in any manner which, in Landlord's judgment, will materially and adversely affect (A) the appearance, character, reputation or first-class nature of the Building, or (B) the proper or economic furnishing of services to other tenants in the Building, or (C) the use and enjoyment of any other portion of the Building by any other tenant(s), or (D) the proper and economic functioning of any of the Building Systems. In addition, under no circumstances shall the Premises be used for any use which will, in Landlord's judgment: (i) introduce undue amounts of public traffic in the Building (in excess of average traffic which Landlord reasonably believes is generated by other tenants in the Building), or (ii) generate unusually high densities of employees per square foot of rentable space, or (iii) constitute a medical or dental use, an employment or governmental agency or an executive search firm, a school or vocational training center, or any other uses considered by Landlord to be inconsistent with a "general office" use, or (iv) violate any restriction in favor of another tenant or occupant of Building, or (v) be in conflict with Legal Requirements or any Governing Document.

ARTICLE 5
ALTERATIONS

Section 5.1 (A) For purposes of this Article 5 and this Lease, the following terms shall have the meanings ascribed to them below:

(1) "**Alteration**" shall mean any change, alteration, installation, addition or improvement which Tenant shall make or perform to the Premises at any time, including Structural Alterations, Non-Structural Alterations and Cosmetic Changes;

(2) "**Structural Alteration**" shall mean any Alteration which, in the reasonable opinion of Landlord (a) affects the proper functioning of the Building Systems; and/or (b) impacts the Building's structural elements such as the roof, exterior/load bearing walls (including exterior windows), foundation, structural floor slabs, and support columns (collectively, the "**Structural Elements**");

(3) "**Non-Structural Alteration**" shall mean any physical Alteration of the Premises that is neither a Structural Alteration or contains any element which is a Structural Alteration, nor a Cosmetic Change; and

(4) "**Cosmetic Change**" shall mean any work Tenant may elect to perform within the Premises that entails neither a Structural Alteration or Non-Structural Alteration, and is in the nature of redecorating and similar work, such as carpeting, repainting, installation of new wall coverings, window treatments, and the installation or relocation of moveable work stations and furnishings.

(B) Tenant shall be required to obtain Landlord's prior written approval as to the performance of any Structural Alteration, which approval Landlord may grant or withhold in its sole and absolute discretion.

(C) Tenant shall be required to obtain Landlord's prior consent to the performance of all Non-Structural Alterations, which consent Landlord agrees not to unreasonably withhold or delay.

(D) Tenant shall not be required to obtain Landlord's consent as to any Cosmetic Change; provided, however, Tenant shall notify Landlord at least ten (10) days prior to commencing any Cosmetic Change and shall comply with the requirements of Section 5.2 to the extent applicable thereto.

Section 5.2 Prior to making any Alterations, Tenant shall (a) submit to Landlord detailed plans and specifications (including drawings for layout, architectural, mechanical, structural, interior design, fixturing and finishing work) for each proposed Alteration and shall not commence any such Alteration without first obtaining Landlord's written consent to the extent required pursuant to Section 5.1 above, and (b) obtain insurance of the type and in the amounts specified under Section 10.2 covering all work in progress, completed operations and persons employed and to be employed by Tenant, including Tenant's contractors and subcontractors engaged in connection with any such Alteration. Every Alteration performed or procured by Tenant shall be performed, completed and maintained in compliance with all applicable Legal Requirements and Governing Documents.

Section 5.3 Tenant hereby acknowledges and agrees that Landlord's review of, and Landlord's granting of its approval to, any plans and specifications submitted to it under this Lease shall not constitute or be deemed to constitute a judgment, acknowledgment, representation or agreement by Landlord that such plans and specifications comply with the Legal Requirements of any Legal Authorities or any Governing Documents and/or the requirements of any Insurance Bodies, and/or that such plans and specifications will be approved by the applicable Legal Authority, respectively, as the case may be.

Section 5.4 (A) Tenant shall, before making any Alterations, at its expense, obtain all permits, approvals and certificates (collectively, the "**Permits**") required by any Legal Authority and (upon completion) certificates of final approval thereof and shall deliver promptly to Landlord duplicates of all such Permits, together with the "as-built" plans and specifications (or marked shop drawings) for such Alterations.

(B) All Alterations shall be made and performed in accordance with the plans and specifications therefor, as approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), and also in accordance with such rules and regulations established by Landlord governing the manner in which work may be performed in the Building as are in effect at the time such Alterations are to be undertaken. All materials, equipment and fixtures to be incorporated in the Premises as a result of Alterations shall be new and first quality. Tenant shall perform all Alterations at Tenant's sole cost and expense, with contractors or mechanics approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed) and shall complete such Alterations within a reasonable time after commencing their performance. All Alterations shall be done at such times as Landlord may from time to time designate and in such manner as to minimize to the extent reasonably possible any noise, dust, or other interference with use and enjoyment of other premises by their tenants as a result thereof. If any such Alterations affect the Building Systems and/or the Structural Elements, Landlord shall have the right to require that such Alterations be performed by Landlord and/or Landlord's contractor(s) at Tenant's cost and expense.

(C) Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer, whether in connection with any Alteration or otherwise, if such employment would interfere, cause any conflict, or create any difficulty, strike or jurisdictional dispute, with other contractors, mechanics, or laborers engaged in the construction, maintenance or operation of the Building or any Related Property by Landlord, Tenant or others. In the event of any such interference, conflict, difficulty, strike, or jurisdictional dispute, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing the same to leave the Building immediately.

Section 5.5 Tenant shall pay promptly the cost of all Alterations. Any mechanic's or other lien filed against the Premises, the Building, the Property or any Related Property for work claimed to have been performed for, or materials claimed to have been furnished to Tenant shall be discharged by Tenant by bonding, payment or otherwise, within twenty (20) days after the filing of such lien. If Tenant shall fail to cause any such lien to be discharged within the aforesaid period, then in addition to any other available right or remedy, Landlord may, but shall not be obligated to, discharge same, either by paying the amount claimed to be due, by deposit, bonding proceedings or otherwise, and in such event Landlord shall be entitled, if it elects, to compel the prosecution of an action for the foreclosure of such lien and to pay the amount of the judgment in favor of the lienor, with interest, costs and allowances. Any amount so paid, and all costs and expenses so incurred by Landlord in connection therewith, shall constitute Additional Rent hereunder, and shall bear interest thereon at the Interest Rate until paid by Tenant to Landlord. Tenant acknowledges that all work Tenant may engage with respect to the Premises pursuant to this Lease, whether in connection with its initial or subsequent Alterations, or in connection with repairs required of Tenant, and whether initiated by Tenant or obligated by any term or provision of this Lease, is solely for Tenant's benefit and to enhance Tenant's use and enjoyment of the Premises for Tenant's Permitted Use thereof, such that no work Tenant may engage during the Term shall at any time expose or subject Landlord's interest in the Building, Landlord's remainder interest in the Premises or Landlord's interest in any other property owned by Landlord, to any mechanic's, materialman's or other lien in connection therewith.

Section 5.6 (A) All Alterations and all fixtures and equipment (other than moveable trade fixtures and moveable equipment, as hereinafter provided) installed in the Premises at any time, shall become the property of Landlord upon the expiration or earlier termination of this Lease, and shall remain upon and be surrendered with the Premises, unless Landlord, by notice to Tenant no later than twenty (20) days prior to the Expiration Date, elects to relinquish Landlord's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the Premises by Tenant on or prior to the

Expiration Date at Tenant's expense and Tenant shall repair any damage to the Premises or the Building caused by such removal.

(B) All personal property, furniture, furnishings, moveable equipment, moveable trade fixtures and moveable partitions supplied by or installed by or on behalf of Tenant, at Tenant's sole cost and expense and without any contribution from Landlord (collectively, the "**Tenant's Property**") prior to and during the Term, shall remain the property of Tenant and Tenant shall, upon the Expiration Date, remove Tenant's Property from the Premises and repair any damage to the Premises and the Building caused by such removal. Any of the Tenant's Property not so removed by Tenant at or prior to the Expiration Date shall be deemed abandoned and may, at the election of Landlord, either be retained by Landlord as Landlord's property or removed from the Premises and stored or disposed of by Landlord, all at Tenant's sole risk and expense.

ARTICLE 6
MAINTENANCE AND REPAIRS

Section 6.1 (A) Except as specifically set forth in Section 6.2 below, Tenant shall, throughout the Term, maintain the Premises, including, without limitation, the floors, interior walls, ceiling, doors, windows, and the fixtures and appurtenances located therein or exclusively serving the Premises, in good condition, and repair and replace same as necessary. In all events, Tenant shall be responsible for all damage or injury to the Premises or any other part of the Building and the Building Systems and the Structural Elements, respectively, whether requiring structural or nonstructural repairs, caused by or resulting from neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees. Tenant shall also repair all damage to the Property, Building and/or the Premises caused by Tenant's moving into or out of the Premises.

(B) Tenant shall promptly make, at Tenant's sole cost and expense, all repairs in and to the Premises for which Tenant is responsible, in strict compliance with the provisions of Article 4 pertaining to Alterations made by Tenant. If any such repairs for which Tenant is responsible affect the Building Systems and/or the Structural Elements, Landlord shall have the right to require that such repairs be performed by Landlord and/or Landlord's contractor(s) at Tenant's cost and expense. Landlord may charge Tenant any additional expense Landlord incurs (including overtime or premium costs incurred by Landlord) resulting from any work by Landlord pursuant to this Section, as well as for any repairs, alterations, decorating, or other work that is Tenant's responsibility but Tenant requests, and Landlord agrees, to perform at Tenant's request.

Section 6.2 (A) Landlord shall maintain in good working order and repair the exterior and the Structural Elements of the Building, including the structural portions of the Premises and all public portions of the Property and the Building Systems that do not exclusively serve the Premises except to the extent Tenant is responsible therefor pursuant to Section 6.1. Tenant agrees to give prompt notice of any repairs required to be made in the Premises for which Landlord may be responsible hereunder and Landlord shall not be obligated to make such repairs until a reasonable time after it receives such notice from Tenant.

(B) There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord or others making repairs, alterations, additions or improvements in or to any portion of the Building or the Premises or in and to the fixtures, appurtenances or equipment thereof, or any portion of the Building Systems located therein.

(C) Tenant, at Tenant's sole cost, shall maintain a service contract for the bi-annual maintenance of the heating, ventilating and air conditioning ("HVAC") system servicing the Premises with a reputable certified HVAC contractor as recommended by the manufacturer and provide a copy to Landlord of each and every contract. The service contract must become effective upon the date which is thirty (30) days after the Commencement Date. Tenant shall from time to time upon Landlord's request furnish proof reasonably satisfactory to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Within the thirty (30) day period preceding Tenant's vacating the Premises for any reason, whether due to expiration or earlier termination of this Lease, or otherwise, Tenant shall have the HVAC systems and equipment checked and serviced to insure proper functioning and shall furnish Landlord satisfactory proof thereof upon Landlord's request. If Tenant fails, refuses or neglects to properly maintain the HVAC or to commence or complete any of the repairs or replacements required to be made to the HVAC by Tenant under this Section promptly and adequately, then, in addition to any other remedy Landlord may have, Landlord may, but shall not be required to, make or complete such maintenance, repairs or replacements and Tenant shall pay the cost and expense thereof, plus a charge of twenty-five percent (25%) thereof, to Landlord upon demand as Additional Rent. Provided Tenant has complied with the foregoing provisions in connection with HVAC maintenance, Landlord shall be responsible for any replacement of the HVAC, provided that such replacement is not due to the acts or omissions of the Tenant, its agents, contractors, employees, invitees, or any other party for whom the Tenant is responsible.

ARTICLE 7
LEGAL REQUIREMENTS; GOVERNING DOCUMENTS; FLOOR LOADS

Section 7.1 At all times during the Term, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders, directives and regulations (collectively, the "**Legal Requirements**") of all state, federal, municipal and local governments, departments, commissions, bureaus and boards and any directives or directions of any public officer acting under or pursuant to law (each, a "**Legal Authority**"; collectively, the "**Legal Authorities**"), and any orders, rules or regulations of any of the Board of Fire Underwriters or the Insurance Services Office or any similar body (each, an "**Insurance Body**"; collectively, the "**Insurance Bodies**") which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises. Notwithstanding the foregoing, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by virtue of its Alterations or its manner of use or occupancy of the Premises or method of operation therein, necessitated compliance with any Legal Requirements with respect thereto.

Section 7.2 Tenant shall not do or permit any act or thing to be done in or to the Premises which is contrary to or in violation of any Legal Requirement or Governing Document, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the Premises or the Building, or which shall or might subject Landlord to any liability or responsibility to any person or entity for personal injury or for property damage. Tenant shall not keep anything in the Premises except as now or hereafter permitted by the fire department or any Insurance Body having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the Building, and shall not use the Premises in any manner (other than the Permitted Use) which will increase the insurance rate for the Building or any property located therein over that in effect prior to the commencement of Tenant's occupancy.

Section 7.3 Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this Article 7 and, if by reason of such failure, the fire insurance rate shall, at the time in question, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that portion

of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant to comply with the terms of this Article 7.

Section 7.4 Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

Section 7.5 This Lease and all of the terms hereof are subject to any and all applicable present or future matters of record affecting the Premises, the Property or arising out of any reciprocal easement or similar agreement affecting the Premises. Tenant shall observe and comply with all Governing Documents relating to or affecting Tenant's use of the Premises and shall not use, occupy, suffer or permit the Premises, or any part thereof, to be used or occupied in violation of any Governing Documents.

ARTICLE 8
HAZARDOUS MATERIALS

Section 8.1 As used in this Lease, the term "**Hazardous Material**" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances, defined as or included in the definition of "hazardous substances", "hazardous wastes", infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

Section 8.2 Tenant shall not cause, exacerbate or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Premises, the Building, the Property by Tenant or its employees, guests, customers, clients, invitees, agents, sublessees or assignees. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant, its agents or subleases or assignees. Notwithstanding the foregoing, Tenant shall be allowed to store and use office products customarily available through retail outlets and used in general offices that would otherwise be classified as Hazardous Materials and the presence of such products in the Premises shall not be deemed to be a default hereunder unless stored or used in violation of any applicable Legal Requirements.

Section 8.3 If Hazardous Materials are discovered upon, in, or under the Premises, the Building, the Property, and the applicable Legal Authority requires the removal and/or remediation of such Hazardous Materials, Tenant shall remove and/or remediate such Hazardous Materials to the extent the existence of the same were caused, exacerbated or permitted by Tenant or its employees, guests, customers, clients, invitees, agents, affiliates, sublessees or assignees.

Section 8.4 The respective rights and obligations of Landlord and Tenant under this Article 8 shall survive the Expiration Date.

ARTICLE 9
SUBORDINATION; ATTORNMENT

Section 9.1 This Lease is and shall be subject and subordinate to all ground or underlying leases now or hereafter affecting the Building or the Property (any such lease being referred to as a "**Superior Lease**"), and to all mortgages and deeds of trust or other instruments now or hereafter creating an interest in or affecting title to the Building or the Property (any such mortgage, deed of trust or other instrument is hereinafter called a "**Mortgage**"), and to all renewals, modifications, consolidations, replacements and extensions of any such Superior Lease and Mortgage. This clause shall be self-operative and no further instrument of subordination shall be required by the lessor of any Superior Lease (each, a "**Lessor**" and collectively, the "**Lessors**") or the holder of any Mortgage (each, a "**Mortgagee**" and collectively, the "**Mortgagees**"). Notwithstanding the foregoing, upon ten (10) days' prior written notice, Tenant will execute and deliver any written instrument, in recordable form if requested, evidencing such subordination as may be requested by Landlord, a Mortgagee, or a Lessor. In the event of termination of any Superior Lease or Mortgage, Tenant shall, at the option of the successor in interest to Landlord, be and become Tenant of such successor in interest, and shall attorn to such successor in interest, and shall, at the request of such successor in interest, enter into a new lease for the balance of the Term on the same terms and conditions as are in this Lease contained. Provided Tenant has been informed in writing of the names and addresses to which the notices should be sent, Tenant shall give prompt written notice of any default by Landlord to the holder of all Superior Leases and Mortgages if the default is such as to give Tenant a right to (i) terminate this Lease; (ii) reduce the Rent or any other sums reserved; or (iii) credit or offset any amounts against Rent due. Any Mortgagee or Lessor shall have the right to cure Landlord's default within thirty (30) days after receipt of notice from Tenant that Landlord has failed to cure a default; and no such rights or remedies shall be exercised by Tenant until the expiration of said thirty (30) days (or such additional time reasonably required to cure such default).

ARTICLE 10
INDEMNITY; INSURANCE

Section 10.1 (A) To the fullest extent allowed by law, Tenant shall protect, defend, save harmless and indemnify Landlord, and Landlord's affiliates, directors, managers, officers, employees, property managers and agents ("**Landlord Indemnitees**"), from and against all losses, claims, liabilities, injuries, expenses (including attorney fees, paralegal fees, court costs and costs of appeal), lawsuits and damages of whatever nature that are claimed to have been caused by, or that result from any act or omission of Tenant or its subtenants, concessionaires, employees, agents, contractors, subcontractors and invitees no matter where occurring. Tenant's covenants under this Article shall not apply to the extent that a court of competent jurisdiction finds (after Landlord has exhausted all rights of appeal) that the liability for which indemnity is sought arose solely as a result of Landlord's own negligence or willful misconduct. If any claim by a Landlord Indemnitee involves a claim, demand, action, or proceeding by a third party ("**Third Party Claim**"), Tenant may, following notice and consultation with the appropriate Landlord Indemnitee, defend against the Third Party Claim with the prior written consent of such Landlord Indemnitee using counsel deemed acceptable to such Landlord Indemnitee. In the event Tenant does not elect to defend the Third Party Claim, then the Landlord Indemnitee may defend the same and may compromise or settle such litigation. Tenant shall promptly pay to the Landlord Indemnitee upon demand the amount of all indemnifiable damages incurred, or that otherwise would be incurred, by such Landlord Indemnitee in connection with the defense against, investigation of, and settlement of the Third Party Claim. If no settlement of the Third Party Claim is made, Tenant shall also satisfy any judgment

rendered with respect to such claim before Landlord Indemnitee would otherwise be required to do so, and shall pay all indemnifiable damages incurred by Landlord Indemnitee with respect thereto. The provisions of this Article shall be deemed to supplement all other indemnities and similar covenants made hereunder by Tenant in favor of Landlord Indemnitees and shall survive the termination of this Lease without limitation.

(B) Landlord and Landlord's managers, agents, employees, officers and directors shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any person or entity whomsoever, for injury to person or damage to or loss of property (i) occurring in, on or about the Premises, regardless of the cause; (ii) occurring within the Common Area (hereinafter defined), if caused by the negligence or misconduct of Tenant, its officers, partners, employees, agents, subtenants, licensees or concessionaires; (iii) arising out of the use of the Premises by Tenant and the conduct of its business therein; (iv) arising out of any breach or default by Tenant in the performance of its obligations hereunder; (v) occasioned by or through the acts or omissions of other tenants of the Building or of any other persons or entities whomsoever, excepting only the negligence or willful misconduct of duly authorized employees and agents of Landlord; or (vi) resulting from any other cause except Landlord's sole negligence or willful misconduct; and, in any of such events, Tenant hereby agrees to indemnify Landlord and Landlord's managers, agents, employees, officers and/or directors and hold each of them harmless from any and all liability, loss, damage, claim, action or expense (including, without limitation, all court costs and attorneys' fees) arising out of such damage or injury due to any of the causes described above (other than those described in clauses (v) and (vi) above). The provisions of this Section 10.1(B) shall survive the termination of this Lease with respect to any claims or liability attributable to acts, omissions, occurrences and/or conditions existing or occurring prior to such termination.

Section 10.2 (A) Tenant shall obtain and keep in full force and effect commencing upon Tenant's occupancy of the Premises and continuing during the Term:

(1) a policy of commercial general liability and property damage insurance with broad form liability coverage, including contractual liability coverage with respect to Tenant's obligations under Section 10.1, and personal injury liability coverage, against claims for personal injury, death and/or property damage occurring in or about the Premises, the Property, under which the minimum limits of liability including products liability and completed operations shall be a combined single limit with respect to each occurrence in an amount of not less than Three Million Dollars ($3,000,000.00) for injury or death and damage to property (or in any increased amount reasonably required by Landlord); it being agreed and understood that such limit of coverage may be provided by Tenant's commercial general liability and property damage policy in conjunction with an umbrella or excess liability policy;

(2) insurance against loss or damage to Tenant's Property by fire and such other risks and hazards (including, during the period of any construction by Tenant in the Premises, casualty insurance in the so-called "Builder's Risk Completed Value Non-Reporting Form"), burglary, theft and breakage of glass within the Premises as are insurable under the available standard forms of "special form" or "all-risk" insurance policies for the full replacement cost value thereof (including an "agreed amount" endorsement); and

(3) worker's compensation and disability insurance, in such amounts as shall be required, from time to time during the Term, by Legal Requirements of any applicable Legal Authority.

(B) For purposes of this Lease, Tenant hereby agrees that Landlord, Landlord's managing agent, if any, and all Lessors and Mortgagees, respectively, as the case may be, shall be designated as additional insureds, and that each policy of insurance shall contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and shall provide that it will be non-cancelable with respect to the additional insureds without thirty (30) days written notice to such additional insureds. A certificate of each of the required policies shall be delivered to Landlord on or prior to the Commencement Date or any earlier date of entry upon the Premises by Tenant or anyone claiming by or under Tenant. During the Term of this Lease, Landlord shall have the right to require Tenant to increase its minimum, single limits of liability coverage from time to time in accordance with customary amounts maintained by tenants conducting similar businesses within similar projects.

(C) All insurance required to be carried by Tenant pursuant to the terms of this Lease shall be effected under valid and enforceable policies issued by reputable insurers licensed to do business in the State of Ohio, and rated A-VIII or better according to the standards set by A. M. Best Company (or a similar rating by an equivalent rating company).

(D) Landlord hereby agrees that Tenant shall have the right to provide the insurance which is required hereunder as part of so-called "blanket insurance policies" which insure other properties of Tenant, provided, however, that such "blanket insurance" policies provide for an adequate reserve to cover any casualty, damage or injury at the Building, Property or Premises for which Tenant is required to obtain insurance coverage hereunder.

(E) Tenant shall pay all premiums and charges for all of such policies, and if Tenant shall fail to make any payment when due or carry any such policy, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount paid by Landlord, with interest thereon at the Interest Rate, shall be repaid to Landlord by Tenant on demand as Additional Rent hereunder.

Section 10.3 Each of Landlord and Tenant hereby waive all right of recovery against the other party in connection with any loss or damage to the Property, the Building, or the Premises (including, without limitation, improvements in and to the Premises made by either Landlord or Tenant and/or to Tenant's chattels therein) caused by any of the perils covered or required to be covered by insurance hereunder (including any election to self-insure by Tenant as to which Tenant shall be deemed to be the "insurer" and have waived all right of recovery by way of subrogation against Landlord). Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Property, the Building, the Premises, including improvements, alterations and changes in and to the Premises made by either of them, and Tenant's trade fixtures therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises, property or businesses caused by any of the perils covered by fire and extended coverage insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it.

Section 10.4 Neither Landlord nor any Lessor nor any Mortgagee, nor any partner, director, officer, agent, servant or employee of Landlord or any such Lessor or Mortgagee shall be liable for any damage caused by other tenants or persons in, upon or about the Building, or caused by operations in construction of any private, public or quasi-public work; or even if negligent, for any consequential damages arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming by, through or under Tenant.

Section 10.5 All Tenant's Property and personal property belonging to Tenant's employees, customers, and other invitees located in or about the Premises or the Building shall be there at the sole risk of Tenant or such other person, and neither Landlord nor Landlord's agents or employees shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, explosions, sewers or sewerage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds, and including any such damage or injury caused by any act or neglect of other tenants or occupants of the Building.

Section 10.6 Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord, a non-deductible:

(1) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than Three Million and 00/100 Dollars ($3,000,000.00) per occurrence combined single limit/Five Million and 00/100 Dollars ($5,000,000.00) general aggregate (but not less than Three Million and 00/100 Dollars ($3,000,000.00) per location aggregate);

(2) umbrella/excess liability insurance policy of not less than Five Million and 00/100 Dollars ($5,000,000.00) per occurrence and Five Million and 00/100 Dollars ($5,000,000.00) aggregate;

(3) automobile liability insurance policy with limits for each occurrence of not less than One Million and 00/100 Dollars ($1,000,000.00) with respect to personal injury or death and Five Hundred Thousand and 00/100 Dollars ($500,000.00) with respect to property damage; and

(4) worker's compensation insurance policy or similar insurance in form and amounts required by law.

ARTICLE 11
DESTRUCTION, FIRE AND OTHER CASUALTY

Section 11.1 (A) If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter set forth.

(B) If the Premises are partially or wholly damaged or rendered unusable by fire or other casualty, the damage thereto shall be repaired by and at the expense of Landlord such that the Premises are returned to substantially their condition on the Commencement Date and until such repairs which are required to be performed by Landlord shall be Substantially Completed, the Fixed Rent shall abate commencing on the day following the casualty in the same proportion as the part of the Premises rendered unusable to Tenant bears to the whole of the Premises. Tenant's liability for payment of Fixed Rent shall resume ten (10) days after written notice from Landlord that such repairs to the Premises have been Substantially Completed. Landlord shall make the repairs and restorations with all reasonable speed subject to delays resulting from or caused by (1) Unavoidable Delays, or (2) adjustment of insurance claims. Tenant acknowledges that Landlord will not carry insurance on any of Tenant's Property or any improvements performed by Tenant and agrees that Tenant will be obligated to repair any damage thereto or replace the same.

(C) Notwithstanding anything to the contrary contained herein, if the Premises are totally damaged or rendered wholly unusable, or (whether or not the Premises are damaged in whole or in part) if the Building shall be "substantially damaged" in that at least fifty percent (50%) shall be damaged or rendered unusable, or if the Building shall be damaged and Landlord estimates in good faith that the repair or restoration of such damage cannot reasonably be completed (without the payment of overtime) within one hundred eighty (180) days after the date of the damage, or if the holder of any Mortgage requires the application of any insurance proceeds with respect to such damage to be applied to the outstanding balance of the obligation secured thereby, then, in any of such events, Landlord may elect to terminate this Lease by written notice to Tenant given within ninety (90) days after such fire or casualty specifying the Expiration Date of this Lease, which date shall not be more than sixty (60) days after the giving of such notice. Further, if the Premises shall be damaged to the extent of more than twenty percent (20%) of its replacement cost during the last year of the Term, either Landlord or Tenant may elect by notice, given within thirty (30) days after the occurrence of such damage, to terminate this Lease and if either party makes such election, the Expiration Date shall be the thirtieth (30th) day after notice of such election is given by such party.

Section 11.2 After the occurrence of any such casualty, Tenant shall cooperate with Landlord's repairs and restoration by removing from the Premises as promptly as reasonably possible, all salvageable Tenant's Property.

ARTICLE 12
EMINENT DOMAIN

Section 12.1 (A) If the whole of the Property or the Premises shall be acquired or condemned for any public or quasi-public use or purpose (collectively a "**Taking**"), the Expiration Date of this Lease shall be the day preceding the date title to the taken property vests in the taking authority or its designee.

(B) In the event of a Taking of part of the Property and/or Premises, then, this Lease and the Term shall continue, except that: (1) if the Taking involves a portion of the Premises, Fixed Rent and Tenant's Pro Rata Share shall each be reduced in the proportion which the area of the Taking bears to the total area of the Premises immediately prior to such Taking effective from and after the date title to the taken portion vests in the Taking authority or its designee; (2) whether or not the Premises are affected, if the Taking involves a material portion of the Property as determined by Landlord in its sole discretion, Landlord, at its option, may terminate this Lease by notice to Tenant given within sixty (60) days following the vesting of title in the Taking authority, on an Expiration Date to be specified in Landlord's notice that is not less than sixty (60) days following Tenant's receipt thereof; and (3) if the Taking includes at least thirty-five percent (35%) of the total rentable area of the Premises immediately prior to such Taking, or by reason of such Taking, Tenant no longer has a reasonable means of access to the Premises, Tenant may terminate this Lease by notice to Landlord given within sixty (60) days following the vesting of title in the Taking authority, on an Expiration Date to be specified in Tenant's notice that is not less than sixty (60) days following Landlord's receipt thereof. In the event of any termination of this Lease pursuant to this Section, Fixed Rent and Additional Charges shall be apportioned and any prepaid portion thereof for the period subsequent to the Expiration Date shall be refunded to Tenant.

(C) If any part of the Premises is Taken and this Lease is not terminated pursuant to the foregoing provisions of this Section 12.1, Landlord, at Landlord's expense, shall restore that part of the Premises not so Taken to an architectural whole, exclusive of Tenant's Property and Alterations, and upon substantial completion thereof, Tenant shall restore the remainder of the Premises for the Permitted Use in the manner applicable to Alterations.

Section 12.2 In the event of any Taking of all or any part of the Property, Landlord shall be entitled to receive the entire award paid in connection therewith and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of the Term, Tenant hereby expressly assigning any interest therein to which it would otherwise be entitle to Landlord. Nothing contained in this Section 12.2 shall be deemed to prevent Tenant from making a separate claim in any condemnation proceedings for the then value of any Tenant's Property included in such Taking, and/or for any moving or relocation expenses, provided same does not reduce or otherwise adversely affect the award payable to Landlord.

ARTICLE 13
ASSIGNMENT; SUBLETTING; MORTGAGE, ETC.

Section 13.1 (A) Tenant agrees that it shall not, without the prior written consent of Landlord in each instance, enter into any license or concession agreement, sublet or otherwise suffer or permit the Premises or any part thereof to be used by others, mortgage, hypothecate, transfer, assign or otherwise encumber this Lease or Tenant's interest herein except as is otherwise expressly set forth below in this Article 13. For purposes of this Article 13, the term "assignment" shall be deemed to include, but shall not be limited to the following, whether occurring at any one time or over a period of time through a series of transfers: (i) the sale or transfer of all or substantially all of the assets of, or the sale, assignment or transfer of any issued or outstanding stock, partnership interests, membership interests or other ownership interests which results in a change in the control of Tenant, or a change in control in any entity which directly or indirectly controls Tenant; and (ii) the issuance of any additional stock, partnership interests, membership interests or other ownership interests, if the issuance of such additional stock, partnership interests, membership interests or other ownership interests will result in a change of the controlling ownership of any entity described in (i), above, as held by the shareholders, partners, members or other owners thereof when such corporation, partnership, limited liability company or other entity.

(B) In the event of any assignment or subletting, Tenant shall nevertheless remain liable for the performance of all covenants and conditions of this Lease. In the case of an assignment, such liability shall be joint and several with the assignee. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord as to any further assignment or subletting.

(C) Tenant shall reimburse Landlord on demand for any costs that may be incurred by Landlord in connection with any request for Landlord's consent to a proposed assignment or subletting, including, without limitation, attorneys' fees and disbursements.

Section 13.2 If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant without the consent of Landlord, such assignment or occupancy shall be void and of no force and effect against Landlord; except that, Landlord may collect rent from the assignee, subtenant or other occupant as a fee for its use and occupancy, and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants of Tenant pursuant to this Lease, or the acceptance of the assignee, subtenant or occupant as tenant of Landlord or entitled to possession of the Premises.

Section 13.3 (A) In connection with Tenant's request for consent to any proposed assignment or sublease, Tenant shall submit to Landlord a statement (the "**Tenant's Assignment/Subletting Notice**") containing the name and address of the proposed assignee or subtenant and all of the principal terms and conditions of the proposed assignment or subletting including, without limitation, the proposed commencement and expiration dates of the term of the sublease or the effective date of any proposed assignment, a sketch of the space proposed to be sublet if less than the entire

Premises, the nature of the proposed assignee's or subtenant's business, any variation in the Permitted Use that may be required to accommodate the proposed assignee's business, and such financial and other information with respect to the proposed assignee or subtenant as Landlord may request. Within thirty (30) days after receipt of Tenant's Assignment/Subletting Notice, Landlord shall have the option, upon written notice to Tenant, to cancel this Lease in the case of a proposed assignment of this Lease or a proposed subleasing of all of the Premises, or to cancel this Lease with respect to the portion to be so subleased, in which latter event the Fixed Rent and Additional Charges shall be adjusted on the basis of the number of square feet of rentable area of the Premises retained by Tenant, and this Lease as so amended shall continue thereafter in full force and effect. If Landlord wishes to exercise such option to cancel, Landlord shall specify the date as of which such cancellation is effective, which date shall not be less than thirty (30) and not more than ninety (90) days after the date on which Landlord sends Landlord's cancellation notice to Tenant.

(B) If Landlord, upon receiving Tenant's Assignment/Subletting Notice, shall not exercise its right to cancel, then Landlord's consent (which must be in writing) to the proposed assignment of this Lease or sublease of all or substantially all of the Premises shall not be unreasonably withheld, provided further that:

(1) Tenant shall not be in default in the performance of any of its obligations under this Lease, either at the time Landlord's consent to such subletting or assignment is requested or at the commencement of the term of any proposed sublease or on the effective date of any such assignment;

(2) the proposed subtenant or assignee, as the case may be, is of a character and engaged in a business in keeping with the standards of the other tenancies in the Building;

(3) the proposed subtenant or assignee (a) is not a tenant of any space in the Building or in any Related Properties, and (b) is not a person with whom (i) Landlord is then negotiating or discussing the lease of space in the Building, or (ii) Landlord, or any corporation, partnership, limited liability company or other entity, directly or indirectly controlled by, controlling, or under common control with Landlord is then negotiating or discussing the lease of space in any Related Properties, respectively, at the time of receipt of the Tenant's Assignment/Subletting Notice; and

(4) the type of business to be conducted or the proposed use of the Premises by the proposed subtenant or assignee, respectively shall not require modification of the Permitted Use, violate any restriction in favor of another tenant or occupant of the Building, or be a use prohibited by Section 4.3 hereof.

Section 13.4 If Tenant assigns this Lease or subleases the Premises, then, within ten (10) days of the execution thereof, Tenant shall deliver to Landlord (A) in the case of an assignment, a duplicate original counterpart of an Assignment and Assumption of Lease in form and substance theretofore approved by Landlord, duly executed by Tenant and the assignee, pursuant to which the assignee agrees to assume, perform and be bound by, all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, and (B) in the case of a subletting, an executed duplicate original of the sublease in form and substance theretofore approved by Landlord.

Section 13.5 If Tenant shall receive any consideration from its assignee for or in connection with the assignment of Tenant's interest in this Lease, or if Tenant shall sublet the Premises to anyone for

rents or other consideration which for any period shall exceed the Fixed Rent and Additional Rent payable under this Lease for the same period, then in either such case Tenant shall account to Landlord therefor and shall pay to Landlord, as additional rent hereunder, fifty percent (50%) of all of the "**Net Profit**". "**Net Profit**" shall be payable to Landlord as and when received and shall mean the positive difference between: (1) the total rent and other consideration paid to Tenant from the subtenant or assignee, and (2) the sum of the Fixed Rent and Additional Rent due hereunder plus the costs of the sublease or assignment, including brokerage commissions and attorney's fees, to the extent the same are reasonable and are actually paid by Tenant.

ARTICLE 14
UTILITIES

Section 14.1 The cost of electricity, gas, cleaning services, data, and telephone services shall be paid by Tenant directly to the provider of such utilities. As part of Operating Expenses, Landlord will invoice Tenant its pro-rata share or sub-metered water and sewer usage.

Section 14.2 Tenant covenants and agrees that at all times its use of electric current will not exceed normal office use, nor the capacity of existing feeders to the Building or the risers or wiring installation and Tenant will not use any electrical equipment which will exceed normal office use nor overload such installations or interfere with the use thereof by other tenants of the Building. For purposes hereof, "normal office use" shall include, but not be limited to, fluorescent and incandescent lighting, including task and ambient light systems, normal office equipment, including, but not limited to duplicating (reproducing) machines, computers, terminals, communications and audiovisual equipment, vending machines and kitchen equipment.

Section 14.3 Landlord, while not warranting that any of the Building services stipulated in this Article 14 or any utilities shall be free from interruptions or suspensions caused by Unavoidable Delays, repairs, renewals, improvements or alterations, and subject to Section 24.2, shall nevertheless diligently attempt to make such repairs to Building distribution lines and facilities as may be required to restore any such service so interrupted or suspended. An interruption or suspension of, or fluctuation in, any Building service (resulting from any of said cause or causes) shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, nor render Landlord liable to Tenant for damages, nor relieve Tenant from performance of Tenant's covenants and agreements hereunder, including, without limitation, Tenant's obligation to pay Fixed Rent and/or Additional Rent.

Section 14.4 At Landlord's option, Tenant shall purchase from Landlord or its designee, at commercially reasonable rates, all lighting tubes, lamps, bulbs and ballasts used in the Premises and Tenant shall pay, on demand, as Additional Rent, Landlord's reasonable charges for providing and installing the same. All expense of maintenance and cleaning of fluorescent lighting equipment including but not limited to the replacement of ballasts and starters located in the Premises shall be borne by Tenant.

ARTICLE 15
ACCESS TO PREMISES

Section 15.1 (A) Landlord, or Landlord's agents, shall have the right (but shall not be obligated) to enter the Premises, in an emergency at any time, and in all other circumstances at reasonable times, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary or desirable to any portion of the Building or which Landlord may elect to perform in the Premises following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this Lease, or for any other reasonable purpose. Tenant shall permit Landlord, and other tenants of the Building, to use, maintain and replace ducts, exhausts, cables, risers, pipes and conduits in

and through the Premises and to erect new ducts, exhausts, cables, risers, pipes and conduits therein, provided such new pipes and conduits are, to the extent practicable, within the walls, above the ceiling or below the finished floor. Landlord may, during the progress of any work in the Premises, take all necessary materials and equipment into the Premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of Rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. The rights granted to Landlord in this Section 15.1(A) shall extend to other tenants of the Building to the extent such tenants require access to the Premises for the installation, maintenance, repair and/or replacement of utilities, cabling and other building systems servicing such tenant's premises during the buildout of such tenant's premises and at any other time during the Term.

(B) Throughout the Term, Landlord shall have the right to enter the Premises for the purpose of showing the same to prospective purchasers or Mortgagees or Lessors. During the twelve (12) month period prior to the Expiration Date, Landlord may exhibit the Premises to prospective tenants, and, during the last ninety (90) days of the Term, if Tenant shall have removed substantially all of Tenant's Property from the Premises, for the purpose of altering, remodeling, repairing, renovating or otherwise preparing the Premises for re-tenanting. Any entry hereunder by Landlord shall be at reasonable times after notice to Tenant.

(C) If Tenant is not present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter the same whenever such entry may be permissible by master key, provided reasonable care is exercised to safeguard Tenant's property. Such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected thereby.

(D) Landlord agrees to exercise reasonable efforts to minimize any disruption of Tenant's business operations in the Premises during the exercise of Landlord's rights under this Article 15, but Landlord shall have no liability for any such disruption that may occur.

ARTICLE 16
PARKING – Intentionally Omitted

ARTICLE 17
DEFAULT

Section 17.1 Each of the following events or occurrences shall be an "**Event of Default**" hereunder:

(A) if Tenant shall default in the payment when due of any installment of Fixed Rent or any other item of Rent and such default shall continue for five (5) days; or

(B) if Tenant's interest or any portion thereof in this Lease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as expressly permitted under Article 13 hereof; or

(C) if Tenant or any assignee or sublessee of the entire Premises shall file or have filed against it a petition in any court for bankruptcy, reorganization, composition or similar proceeding, or makes an assignment for the benefit of creditors, or seeking the appointment of a receiver of any property of Tenant in any action, suit, or proceeding by or against Tenant, or if the interest of Tenant in the Premises or in any assets or property of Tenant shall be offered for sale or sold under execution or other legal process; or

(D) if Tenant shall default in the observance or performance of any other term, covenant or condition of this Lease on Tenant's part to be observed or performed and Tenant shall fail to remedy such default within fifteen (15) days after notice thereof by Landlord, except that if Tenant has commenced the cure thereof within said period and the noticed default is of such nature that it cannot be completely remedied within fifteen (15) days, then Tenant shall be entitled to such additional period as is reasonably necessary to complete the cure thereof with diligence.

ARTICLE 18
REMEDIES AND DAMAGES

Section 18.1 If any Event of Default shall occur, Landlord, at any time thereafter, at its option, may give written notice to Tenant terminating this Lease. In the alternative, Landlord may terminate Tenant's right of possession without terminating this Lease. In either event, Landlord may, without demand or notice, re-enter and retake possession of the Premises by summary proceedings, self-help or otherwise, with or without process of law, and dispossess Tenant of the Premises, all without being deemed guilty of a trespass and without prejudice to any remedies for nonpayment or late payment of rent or for breach of covenant.

Section 18.2 No reentry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless notice of such intention is given to Tenant. In the event Landlord obtains possession of the Premises following an Event of Default, Landlord shall use reasonable efforts to mitigate Landlord's damages by reason of such Event of Default; provided, however, in no event shall Landlord be obligated to relet the Premises (or any portion thereof) to any assignee to whom assignment of this Lease could be refused by Landlord under Article 13 hereof. Further, if there is vacant space in the Building or any of the Related Properties at the time Landlord repossesses the Premises that competes for leasing opportunities with the Premises, or would compete with the Premises for such leasing opportunities if subdivided from larger vacant space (collectively, the "**Competing Spaces**"), Landlord shall have no duty to show or lease the Premises until all Competing Spaces have been leased. Subject to the foregoing condition, Landlord's re-letting efforts shall be deemed reasonable and sufficient if Landlord lists the Premises for lease with a broker. Provided Landlord has used reasonable efforts to relet the Premises, the failure of Landlord to relet, or if relet, to collect Fixed Rent or Additional Rent under such reletting shall not release, reduce or otherwise affect Tenant's liability for Landlord's damages.

Section 18.3 If Landlord terminates this Lease or Tenant's right of possession or if Landlord reenters the Premises without terminating this Lease, Tenant shall remain liable for and shall pay Landlord on demand: (A) any unpaid Rent due at the time of termination, plus interest thereon from the due date at the Interest Rate; (B) any and all expenses (including, without limitation, reasonable attorneys' fees and brokerage fees) incurred by Landlord in reentering and repossessing the Premises, in making good any Event of Default by Tenant, in painting, altering, repairing or dividing the Premises, and in reletting the Premises; and (C) any other amount necessary to compensate Landlord for any other detriment incurred by Landlord due to Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would likely result therefrom. In addition, Tenant shall remain liable for (I) Rent until the Expiration Date less (II) the net proceeds received by Landlord from any reletting prior to the date this Lease would have expired if it had not been terminated. Tenant agrees to pay to Landlord the amount so owed above for each month during the term of this Lease at the beginning of each such month. Any suit brought by Landlord to enforce collection of such amount for any one or more months shall not prejudice Landlord's right to enforce the collection of any such amount for any subsequent month. In addition to the foregoing, and without regard to whether this Lease has been terminated, Tenant shall pay to Landlord all costs incurred by Landlord, including, without limitation, reasonable

attorneys' fees, with respect to any lawsuit or action instituted or taken by Landlord to enforce the provisions of this Lease. Tenant's liability shall survive the institution of summary proceedings and the issuance of a warrant or writ thereunder. If for any period, Landlord's receipts from the Premises exceed the Rent due from Tenant for that period, any such sum shall be the sole property of Landlord and Tenant will not be entitled to a credit therefor.

Section 18.4 At any time after the occurrence of an Event of Default, Landlord shall have the right at any time, at its sole option, and in lieu of Tenant's serial liability for deficiencies in Rent pursuant to the second sentence of Section 18.3(B), to require Tenant to pay to Landlord on demand, as liquidated and agreed final damages the then present cash value of the Rent from the date of such demand to the Expiration Date, provided, however, that if such damages are limited by law to a lesser amount, Landlord shall be entitled to prove as liquidated damages the maximum amount permitted by law. In computing liquidated damages, the then present cash value of the Rent from the date of demand to the Expiration Date shall be deemed to be the sum which, if invested at the rate for Treasury Bills having a maturity date closest to the end of the term of this Lease remaining hereunder, would produce such Rent over the period of time in question, and the then cash rental value of the Premises shall be deemed prima facie to be the rental realized upon a reletting, if reletting can be accomplished by Landlord within a reasonable time after such Lease termination.

Section 18.5 In addition to the foregoing, if an Event of Default shall occur in Tenant's performance of any term, covenant or condition of this Lease to be performed by Tenant, which Event of Default may be cured by the expenditure of money, Landlord at Landlord's option may, but shall not be obligated to, on behalf of Tenant, expend such sum as may be necessary to perform and fulfill such term, covenant or condition, and any and all sums so expended by Landlord, with interest thereon at the Interest Rate from the date of such expenditure until repaid in full, shall be deemed to be Additional Rent and shall be repaid by Tenant to Landlord on demand. No such payment or expenditure by Landlord shall be deemed a waiver of the Event of Default nor shall it affect any other remedy of Landlord by reason thereof.

Section 18.6 Tenant, on its own behalf and on behalf of any persons claiming through Tenant, including, without limitation, all creditors, does hereby waive any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law (i) to redeem the Premises; (ii) to reenter or repossess the Premises; or (iii) to restore the operation of this Lease with respect to any dispossession of Tenant by judgment, warrant or writ of any court or judge, any reentry by Landlord, or any expiration or termination of this Lease, whether such dispossession, reentry, expiration or termination of this Lease shall be by operation of law or pursuant to the provisions of this Lease. The words "dispossession," "reenter," "reentry" and "reentered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

Section 18.7 In the event of any breach by Tenant or any persons claiming through Tenant of any of the provisions contained in this Lease, Landlord shall be entitled to enjoin such breach and shall have the right to invoke any right or remedy allowed at law, in equity, or otherwise, as if reentry, summary proceedings or other specific remedies were not provided for in this Lease.

Section 18.8 All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord now or hereafter existing under law.

Section 18.9 If suit is brought to recover possession of the Premises, Fixed Rent or Additional Rent due under this Lease, or because of default in Tenant's performance of any other term of this Lease to be performed by Tenant, Tenant shall pay to Landlord all expense incurred in the prosecution of such

suit, including reasonable attorneys' fees. If Landlord finds it necessary to employ the services of an attorney or any other professional in order to recover possession of the Premises, recover unpaid rent or other amounts due under the terms of this Lease, or enforce any other term of this Lease without the need to bring a lawsuit, Tenant also shall pay all expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees.

Section 18.10 To secure the payment of all Rent under this Lease, as well as the faithful performance by Tenant of its obligations under this Lease, Tenant hereby grants to Landlord a contract lien and security interest on all property (including trade fixtures, equipment, chattels, non-perishable inventory and merchandise) which may be located in the Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such lien and security interest are given in addition to any statutory lien. This lien and security interest may be foreclosed with or without court proceedings by public or private sale provided Landlord gives Tenant at least ten (10) days' notice of the time and place of such sale, and Landlord shall have the right to become the purchaser if it is the highest bidder at such sale. Tenant hereby authorizes Landlord to file a Form UCC-1 Financing Statement (the "**Financing Statement**") showing Landlord as creditor and Tenant as debtor in a form sufficient for Landlord to perfect the liens described herein, pursuant to the Uniform Commercial Code of the applicable jurisdiction ("**UCC**"). Said Financing Statement may be filed in the state where the Premises is located, in the state where Tenant is located for purposes of the UCC, or in any other office Landlord deems appropriate. Further, Tenant will execute said Financing Statement (if required by the UCC) and any instrument necessary to reflect any amendment, modification, or extension of the aforesaid contract lien and security interest hereby granted. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the UCC.

ARTICLE 19
BUILDING ALTERATIONS AND MANAGEMENT

Section 19.1 Landlord shall have the right, at any time during the Term, to make such changes as Landlord deems necessary or desirable in or to the Building or any components or amenities thereof, and/or the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building.

Section 19.2 Unless prohibited by applicable law, Landlord shall have the exclusive right, at any time and from time to time during the term of this Lease, to contract with utility providers, both public and private, for the utility services, including telecommunication services, supplied to the Building and/or any portion or tenant thereof and to change or terminate the services provided by any such utility provider. In the event of a change in any utility provider to the Building, Tenant shall cooperate, at all times and as reasonably necessary, with Landlord and any existing or replacement utility provider to allow Landlord and any such utility provider reasonable access to the Premises and the various utility lines within the Premises.

Section 19.3 Landlord may adopt any name for the Building, and may change the name, address, number or designation of the Building, at any time during the Term.

Section 19.4 No sign, advertisement or notice ("**Sign**") shall be inscribed, painted, affixed or displayed on the windows, doors, transoms or exterior walls of the Premises, on or in any public area of the Building or in any location within the Premises visible from outside the Premises, except at locations designated by Landlord near the entrance door to the Premises, and then only in such places, numbers, sizes, content, color and style as are approved by Landlord and which conform to all Legal Requirements, Governing Documents and to Building standards established by Landlord. Any permitted Sign, including, but not limited to, all costs of obtaining any necessary permits therefor, shall be at the sole

expense of Tenant. No exterior or interior portion of the Building shall be used by Tenant for displays, wares or Signs of any kind except as is expressly permitted hereunder. Tenant shall be solely responsible for obtaining all governmental permits and approvals required for the installation of any sign permitted by Landlord pursuant to this Section, and shall not commence the installation thereof prior to issuance of all such permits and approvals.

Section 19.5 Landlord reserves the right to grant anyone the exclusive privilege of conducting any particular business or activity in the Building so long as to do so does not impair Tenant's right to conduct the Permitted Use at the Premises.

ARTICLE 20
NO REPRESENTATIONS BY LANDLORD

Neither Landlord nor Landlord's agents or employees have made any representations or promises with respect to the physical condition of the Building, Property and/or the Premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the Premises except as may be expressly set forth in this Lease, and no rights, easements or licenses are acquired by Tenant hereunder by implication or otherwise, except as may be expressly set forth in the provisions of this Lease.

ARTICLE 21
QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that upon Tenant's timely payment of the Fixed Rent and Additional Rent and timely observing and performing all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises without interference from Landlord or anyone claiming under or through Landlord, subject to the terms and conditions of this Lease and all Superior Leases and Mortgages affecting the Property.

ARTICLE 22
WAIVERS

Section 22.1 The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition of this Lease including, without limitation, any of the Rules and Regulations, shall not be construed as a waiver of any other term, covenant, condition or rule, or as a waiver of any future right to enforce or insist upon performance of any of the same. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach, and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Fixed Rent or any payment of Additional Rent shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check (e.g., "payment under protest") or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

Section 22.2 No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept such surrender shall be valid unless such acceptance is in writing and signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys for the Premises prior to the expiration of this Lease, and the delivery of keys to any such agent or employee shall not operate as an expiration of this Lease or a surrender of the Premises.

ARTICLE 23
WAIVER OF TRIAL BY JURY

Section 23.1 It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use of or occupancy of the Premises.

Section 23.2 It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the Premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, and will not seek to consolidate such proceeding with any other action which may have been or will be brought by Tenant in any other court.

ARTICLE 24
(RESERVED)

ARTICLE 25
UNAVOIDABLE DELAYS

Section 25.1 Except as may otherwise be expressly provided in this Lease and except for financial obligations (which are expressly excluded from this Section 25.1), no conduct or act or failure to act on the part of either Landlord or Tenant or failure to perform any covenant, condition or provision of this Lease on the part of either Landlord or Tenant to be performed shall constitute a default hereunder if such conduct or act or failure to act or perform was due to causes beyond the reasonable control of Landlord or Tenant, as the case may be, and including any conduct or act or failure to act or perform caused by or resulting from act of God or the public enemy, strike, lockout, other labor disputes or disturbances, the acts or omissions of the other party, riots, insurrection, war, sabotage, terrorist actions or civil commotion, fire or other casualty, inability to procure or general shortage of labor, equipment, materials or supplies in the open market, failure of or inability to procure power or utilities, weather conditions, restrictive governmental laws or regulations, or any other reason of a like nature not the fault of the party delayed in performing such act ("**Unavoidable Delays**"). This Section 25.1 shall not be construed to excuse Landlord or Tenant from making any payments due hereunder in a timely manner as set forth in this Lease or from performing any covenant or obligation imposed under this Lease by reason of the financial inability of Landlord or Tenant, as the case may be. Such obligation to make payments or to perform such covenants or obligations shall be expressly excepted from coverage by this Section 25.1.

ARTICLE 26
NOTICES

Section 26.1 Except as otherwise expressly set forth in this Lease, any notice, consent, demands, requests or communication (each, as used in this Lease and in this Article 26, a "**notice**") which are required to be given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if (A) delivered by hand (against a signed receipt), (B) sent by registered or certified mail (return receipt requested), (C) sent by email, or (D) sent by nationally recognized overnight courier, in any such case addressed to the parties at their respective addresses set forth in Article 1, or to such other address as Landlord or Tenant may designate for itself by notice to the other.

Section 26.2 Any such notice shall be deemed to have been rendered or given on the date when it shall have been hand delivered, three (3) Business Days following its deposit in the United States

Mail, the date of delivery (or first refusal) if sent by overnight courier, or on the date of the confirmed transmission if sent by email.

Section 26.3 A notice may be given by a party hereto or on such party's behalf by its attorneys.

ARTICLE 27
RULES AND REGULATIONS

Section 27.1 Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the terms of the rules and regulations as set forth on Exhibit C hereto and made a part hereof, and such other and further reasonable rules and regulations as Landlord or Landlord's agent(s) may from time to time adopt (such existing rules and regulations, as supplemented by any further rules and regulations, as aforesaid, are collectively called the "**Rules and Regulations**"). Landlord agrees that it shall enforce the Rules and Regulations in a non-discriminatory manner against the tenants of the Building. Landlord shall not be liable to Tenant for violations of any Rules and Regulations by any other tenant, its servants, employees, agents, visitors or licensees. In the event of any conflict between the Rules and Regulations and the provisions of this Lease, the provisions of this Lease shall govern and control.

ARTICLE 28
SECURITY DEPOSIT

Section 28.1 Upon the execution of this Lease by Tenant, Tenant shall deposit with Landlord the Security Deposit, such deposit to be security for the full and faithful performance and due observance by Tenant of the terms, covenants, agreements, provisions and conditions of this Lease. It is agreed that if an Event of Default shall occur under this Lease, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Fixed Rent and Additional Rent or any other sum as to which Tenant is in default hereunder, or for any sum which Landlord may expend or may be required to expend by reason of such Event of Default. If Landlord applies or retains any part of the Security Deposit, Tenant, upon demand by Landlord shall deposit with Landlord the amount so applied or retained so that Landlord shall have the full deposit available to it at all times.

Section 28.2 Provided that Tenant is not then in default under the terms, provisions, covenants, agreements and conditions of this Lease, the Security Deposit shall be returned to Tenant after the Expiration Date.

Section 28.3 In the event of a sale of the Property and/or the Building, or the leasing of the Property and/or the Building, respectively, as the case may be, Landlord shall have the right to transfer the then amount of the Security Deposit to the vendee or lessee in question, and Landlord shall thereupon be released by Tenant from all liability for the return of such Security Deposit. Tenant agrees to look solely to the new Landlord for the return of the Security Deposit; it being agreed and understood that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new Landlord hereunder.

ARTICLE 29
BROKER – No Broker

ARTICLE 30
ESTOPPEL CERTIFICATES

Section 30.1 (A) From time to time during the Term, within ten (10) days following receipt by Tenant of Landlord's request therefor, Tenant shall deliver to Landlord or its designee, at no cost or expense to Landlord, a written statement executed and acknowledged by Tenant, in form satisfactory to Landlord stating: (1) that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all such modifications); (2) the Commencement Date, Rent Commencement Date, and the date on which the Term then in effect will expire; (3) the date to which the Fixed Rent, Additional Rent and other charges hereunder have been paid, together with the amount of the monthly Fixed Rent then payable; (4) whether or not, to the best knowledge of Tenant, Landlord is in default hereunder, and setting forth the specific nature of all such defaults, if any; (5) that all work to be performed by Landlord hereunder has been satisfactorily completed, (6) the amount (or remaining balance) of the Security Deposit, if any, under this Lease; (7) whether there are any subleases affecting the Premises; (8) the address to which all notices and communications to Tenant under the Lease are to be sent; and (9) any other matters reasonably requested by Landlord.

(B) If Tenant fails or refuses to timely deliver any such estoppel certificate to Landlord, as aforesaid, and thereafter for more than five (5) days following a second request from Landlord such failure or refusal continues, Tenant shall pay Landlord as liquidated damages, and not as a penalty, the sum of Five Hundred Dollars ($500) per day for each day that elapses between the expiration of such five (5) day period and the date of Tenant's delivery of the estoppel certificate.

ARTICLE 31
(RESERVED)

ARTICLE 32
SURRENDER

Section 32.1 (A) On the Expiration Date, Tenant shall quit and surrender to Landlord the Premises, vacant, broom clean, in good order and condition, maintained in the manner required by this Lease (if so maintained, ordinary wear and tear excepted), subject to the provisions of Articles 11 and 12. The foregoing shall not relieve Tenant of its obligation to comply with the requirements of Section 5.6 hereof.

(B) Tenant agrees that if possession of the Premises is not surrendered to Landlord upon the Expiration Date, then in addition to any and all other rights or remedies Landlord may have hereunder, in equity or at law, Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in the Premises after the Expiration Date, a sum equal to 1.5 times the aggregate of the Fixed Rent and Additional Rent payable under this Lease during the last full month of the Term.

(C) Tenant hereby indemnifies and agrees to save Landlord harmless from and against all claims, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) resulting from delay by Tenant in surrendering the Premises in accordance herewith, including, without limitation, any losses and damages arising out of any lost opportunities (and/or new leases), including, but not limited to, claims by, or damages to, any succeeding tenant.

ARTICLE 33
MISCELLANEOUS

Section 33.1 This Lease shall be deemed to have been jointly prepared by both of the parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of them. Further, Landlord and Tenant agree that this Lease incorporates the full agreement between the parties and that all prior drafts of this document are irrelevant and superseded by this Lease.

Section 33.2 All understandings and agreements heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Lease in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

Section 33.3 The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

Section 33.4 In no event may Tenant record this Lease or any memorandum hereof and any such recordation shall be deemed an Event of Default hereunder.

Section 33.5 If any provisions of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (including the remainder of such provisions) and the application thereof to the persons or circumstances shall not be affected thereby.

Section 33.6 Landlord and Tenant hereby agree that TIME SHALL BE DEEMED OF THE ESSENCE as to the observance, performance and/or enforcement of the terms and provisions of this Lease.

Section 33.7 This Lease shall be governed and construed in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of laws.

Section 33.8 If Tenant is an entity, each person executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is duly organized, and is duly qualified or authorized to do business in the State of Ohio, that the undertaking of this Lease has been duly authorized by Tenant, and that he or she is duly authorized to execute, acknowledge and deliver this Lease to Landlord. Tenant represents and warrants that execution of this Lease by Tenant shall not be a violation of any agreement to which Tenant or any affiliate of Tenant is a party.

Section 33.9 This Lease is offered for signature by Tenant and it is understood that this Lease shall not be binding upon Landlord unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant.

Section 33.10 If more than one person executes this Lease as Tenant, each of them understands and hereby agrees that the obligations of each of them under this Lease are and shall be joint and several, that the term "**Tenant**" shall be deemed to mean and include each of them jointly and severally, and that the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to the tenancy of this Lease (including without limitation, any renewal, extension, expiration, termination or modification of this Lease) shall be binding upon each and all of the persons executing this Lease as

Tenant, with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

Section 33.11 Except as expressly otherwise provided in this Lease all of the provisions of this Lease shall bind and inure to the benefit of the parties and to their heirs, successors, representatives, executors, administrators, transferees and assigns as permitted. The term "**Landlord**" shall mean only the owner at the time in question of the Building or of a lease of the Building, so that in the event of any transfer or transfers of title to the Building or of Landlord's interest in a lease of the Building, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, and it shall be deemed, without further agreement, that such transferee has assumed and agreed to perform and observe all obligations of Landlord herein during the period it is the holder of landlord's interest under this Lease. In any event, Tenant shall look only to Landlord's estate and interest in the Building and the Property for satisfaction of Tenant's remedies and the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its officers or agents, disclosed or undisclosed, shall be subject to execution, collection or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises.

Section 33.12 Tenant agrees to deliver to Landlord, within ten (10) days after Landlord's request, a correct and complete copy of Tenant's most current financial statements including, without limitation, its most current balance sheet, income statement and statement of cash flows, and all notes related thereto. Landlord agrees that it shall keep such information confidential except (i) as such information is requested by any present or future Mortgagee, and/or by any prospective Mortgagee or purchaser of the Building, and (ii) that Landlord may disclosure such information to its agents, attorneys and consultants.

Section 33.13 This Lease is and shall be subject and subordinate to any present and future easements, covenants, restrictions, and agreements between or among the various owners of the fee and any leasehold interest in the Land and/or between or among the owners of interests in the Land.

(signatures on following page)

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the day and year first above written.

Landlord:

CITY OF CLEVELAND HEIGHTS, OHIO,
an Ohio municipal corporation

By: _____
Name: _____
Its: _____
Date:_____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of **CITY OF CLEVELAND HEIGHTS, OHIO, AN OHIO MUNICIPAL CORPORATION,** an Ohio municipal corporation organized under the laws of the State of Ohio and its Charter, on behalf of the municipal corporation.

_____
Notary Public

Approved as to form:
CITY OF CLEVELAND HEIGHTS, OHIO

By: _____
William R. Hanna, Director of Law

Tenant:

MAC'S BACKS BOOKSTORE, INC.,
an Ohio for-profit corporation

By:_____
Name:_____
Its:_____

Date:_____

Federal Identification Number: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of MAC'S BACKS BOOKSTORE, INC., an Ohio for-profit corporation, on behalf of the limited liability corporation.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

SPACE PLAN

EXHIBIT C

RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage, the Property and any additional common areas so designated by Landlord. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in or about the Building or Property.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord pursuant to the Lease. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by Building maintenance personnel.

4. Tenant shall not place any locks on any door in the Premises or Building without Landlord's prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord on or prior to the Expiration Date.

5. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

6. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant's sole expense.

7. Corridor doors, when not in use, shall be kept closed.

8. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

9. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.

10. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises or elsewhere in or about the Building or Property. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of in the Premises or elsewhere in or about the Building or Property, any asbestos containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or hereafter be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of any necessary abatement and/or removal resulting from its failure so to do.

11. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.

12. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to the Building.

13. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease of any other tenant in the Building.

14. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.

15. Landlord may from time to time adopt systems and procedures for the security and safety of the Building and its occupants respecting building entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.

16. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking anywhere on or about the Premises, Building and/or Property.

Date: 4/16/2026

To: City Council

From: President Cuda

Subject: Music Hop 2026 Funding Request

Purpose Statement: To allocate $7500 for the City's co-sponsorship of the Heights Music Hop which will be held Aug 28-30.

Is this legislation recurring: Yes: _____ No: __X____

Is emergency language necessary: Yes: _____ No: __X____

If yes, why?

Is passage on first reading necessary: Yes: _____ No: __X____

If yes, why?

If funding is required, is it already budgeted for? Yes: __X___ No: _____

If not already budgeted for, where will funding come from?

Fund 101.1101.2036

Proposed: 04/20/2026

RESOLUTION NO. 083-2026(COTW), *Second Reading*

By President Cuda

A Resolution determining that support of the 2026 Heights Music Hop is in furtherance of a proper public purpose; authorizing a contribution of Seven Thousand Five Hundred Dollars ($7,500) to FutureHeights, Inc. in support of the 2026 Heights Music Hop; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Future Heights is a nonprofit community development corporation that fosters civic engagements, promotes a vibrant and sustainable future, and supports cultural and community events within the City; and

WHEREAS, Future Heights has been a long-time partner working closely with the City on a number of projects including the Future Homes initiative; and

WHEREAS, the Heights Music Hop is an annual community music festival organized by Future Heights that promotes local artists and musicians, supports small businesses, and enriches the cultural vitality of the City; and

WHEREAS, for the past 13 years, the Heights Music Hop has attracted residents and visitors alike, providing economic and social benefits to the community; and

WHEREAS, the City recognizes the value of community arts and culture in enhancing quality of life and fostering economic development and wishes to support this event through a financial contribution; and

WHEREAS, this Council finds it necessary and appropriate to donate Seven Thousand Five Hundred Dollars ($7,500) to Future Heights in support of the 2026 Heights Music Hop, with such funds to be allocated from Council’s Discretionary Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, OH, that:

SECTION 1. The Director of Finance is hereby authorized and directed to issue a payment of Seven Thousand, Five Hundred Dollars ($7,500) to FutureHeights, Inc. in support of the 2026 Heights Music Hop (the “Award”), which this Council hereby determines to be a proper public purpose. Monies comprising the Award shall be disbursed from Council’s Discretionary Fund.

SECTION 2. By accepting these funds, FutureHeights, Inc. thereby agrees to expend the Award in furtherance of the 2026 Heights Music Hop and in accordance with applicable law, and to provide Council, within thirty (30) days of the completion of the 2026 Heights Music Hop, with receipts and any other documentation Council requests for the purpose of verifying the Award was so expended, and to refund any portion of

the Award Council determines, in its sole reasonable discretion, was not expended in accordance with this Section.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to support the planning and success of the 2026 Heights Music Hop in a timely manner. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

_____
TONY CUDA
President of Council

_____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

_____
JIM PETRAS
Mayor

Date: 4/14/2026

To: City Council

From: Councilor DeWitt-Foy

Subject: Tiger 5K Funding Request

Purpose Statement:

The CHUH PTA Council is requesting $2,500 from the City of Cleveland Heights to co-sponsor their annual Tiger 5K Event and Fundraiser, taking place Saturday, May 16. This large annual event celebrating health and community raises funds to support PTAs at each of the district schools. Cleveland Heights sponsored this event at the same level last year. The city also contributes to this event via safety forces and other in-kind contributions.

Is this legislation recurring: Yes: _____ No: __X_____

Is emergency language necessary: Yes: _____ No: __X_____

If yes, why?

Is passage on first reading necessary: Yes: _____ No: __X_____

If yes, why?

If funding is required, is it already budgeted for? Yes: _____X_ No: _____

If not already budgeted for, where will funding come from?

Proposed: 04/20/2026

RESOLUTION NO. 084-2026(COTW), *First Reading*

By Councilmember DeWitt-Foy

A Resolution determining that support of the 2026 Heights Tiger 5k and Fun Run is in furtherance of a proper public purpose; authorizing a contribution of Two Thousand Five Hundred Dollars ($2,500.00) to the CHUH School District PTA in support of the 2026 Heights Tiger 5k and Fun Run.

WHEREAS, the 5th annual Tiger 5k and Fun Run will be held on Saturday, May 16, 2026, with proceeds supporting the PTA's at Noble, Canterbury, Oxford, Roxboro, Fairfax, Gearity, and Boulevard Schools; and

WHEREAS, the mission of the Tiger 5k and Fun Run is to introduce running and fitness to students, build community, and promote healthy lifestyle choices for families; and

WHEREAS, this Council wishes to support the 2026 Heights Tiger 5k and Fun Run with a contribution of Two Thousand Five Hundred Dollars ($2,500.00) to the CHUH School District PTA Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Director of Finance is hereby authorized and directed to issue a payment of Two Thousand, Five Hundred Dollars ($2,500.00) to the CHUH School District PTA Council in support of the 2026 Heights Tiger 5k and Fun Run (the "Award"), which this Council hereby determines to be a proper public purpose. Monies comprising the Award shall be disbursed from Council's Discretionary Fund.

SECTION 2. By accepting these funds, CHUH School District PTA Council thereby agrees to expend the Award in accordance with the proper public purpose described herein and applicable law, and to provide Council, within thirty (30) days of the completion of the Heights Tiger 5k and Fun Run, with receipts and any other documentation Council requests for the purpose of verifying the Award was so expended, and to refund any portion of the Award Council determines, in its sole reasonable discretion, was not expended in accordance with this Section.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 4. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 5. This Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

_____
TONY CUDA
President of Council

_____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

_____
JIM PETRAS
Mayor