

CITY OF HURON UTILITIES COMMITTEE
Minutes of the Meeting
March 3, 2021 – 5:00pm

The Huron Utilities Committee was called to order by Committee Chair, Joel Hagy, on Wednesday, March 3, 2021 at 5:00pm in the main conference room at Huron City Hall, 417 Main Street Huron, Ohio.

MEMBERS PRESENT: Christine Crawford, Joel Hagy, Stephanie Walls and Mike Spafford as the City Manager appointee. Also present: Cory Swaisgood, Finance Director.

Approval of Minutes

Motion by Ms. Crawford to approve the minutes of the October 6, 2020 and February 2, 2021 meetings of the Utilities Committee as presented. All in favor, motion passed.

Old Business

Water – Council Consent

At the last meeting, Council gave its consent for staff and the Utilities Committee to start looking for new water customers.

Broadband

Mr. Spafford introduced Frank Bronzo and Dave Snyder of Environmental Design Group - EDG (attending virtually), the project management team we have been working with to explore a proposal for municipal broadband. The current proposal is for a feasibility study for a city-wide network. Stu Hamilton, the IT Director for the City of Sandusky, also participated in the meeting virtually. There have been some discussions regarding regional collaboration, and Mr. Hamilton has been tasked with piloting the project on Sandusky's end. Mike Sudsina, Huron's municipal financial advisor, also attended the meeting virtually.

Mr. Spafford said the City has a long-time Franchise Agreement in place with Buckeye Cable, which is the only municipal broadband provider in the community. Overall satisfaction with Buckeye seems to be very low and municipal efforts to make improvements on service delivery have been unsuccessful. That Franchise Agreement, which expires next year, equates to a \$130,000 General Fund subsidy that is most likely going to be reduced in the future. We are trying to find ways to both replace that revenue service and shifting from broadband services being considered a luxury good to seeing it become more of a utility for the future. We are looking at different ways the City can help incentivize the delivery of broadband services. This concept is modeled after the City of Fairlawn, which is a suburb of Akron. Fairlawn is served by three broadband providers, and still had very low service delivery. After multiple unsuccessful political attempts to try to get them to improve their systems, they worked with EDG to put their own municipal broadband system in place. This system was constructed in 2017/2018, has been in operation for 2-3 years and is used as the Ohio success story. There are a couple of smaller networks in the Columbus area that are starting to pop up, as well. Fiber has two big advantages in that it travels at the speed of light, and can travel in either direction. From a latency perspective, you are talking significantly faster upload speed. From an economic development point, having that improved service reliability is huge. When a company comes into town and needs access to high-speed internet, you are looking at an immediate \$20,000/\$30,000/\$40,000 cost.

Mr. Bronzo and Mr. Snyder of EDG walked through the proposal in detail (see proposal attached hereto as Exhibit "A"). They will lay out what an ideal fiber route and network would look like. With that information, they would go into the field to look at existing infrastructure and develop a plan to lay out the broadband fiber optics system. You want to leverage the assets that in place right now to accomplish

your task, but sometimes leveraging those assets costs too much money and there is no return on investment. The City would have to be able to provide customer services, technical services, etc. – part of the process is to vet out from an organizational standpoint what makes the most sense. One option is for the City to install the fiber and leases it out to various IP companies who have those things put in place. Another option is to create our own internet utility department in-house and do all the services calls and customer service. Cities that have existing utility infrastructure are typically the ones that are most well-adapted to create municipal broadband networks. We have city-wide water, but internet is a much different matter when it comes to customer services. For electric, most of our services are contracted out. Part of the study will evaluate which option makes the most sense.

Mr. Bronzo said that the reason behind Fairlawn going down the road of creating their own utility was service. They were receiving complaints from key businesses and residents in the community – they existing providers were not willing to upgrade their infrastructure to provide better service. The City of Fairlawn always wanted to have an open network, which means that they would allow outside providers to run their service over their system. The initial thought process was the put together a data center as a point of presence where they can take the internet signal and run it through a loop around the whole city with spokes extending inward to service the various businesses, residence streets, etc. They decided to start the feasibility study to understand what providers would be willing to purchase dark fiber to service the community – they could have all the infrastructure in place to allow other providers to provide the service directly to the businesses and residents. They then changed the feasibility study to look at every premise and, in the end, determined that based on survey that the City of Fairlawn would be positive (break-even) in 46 months. That was presented to Council and it was approved to go out for financing to construct a \$13 million project. They actually hit the break-even point in 18 months. They went concessionaire route – went out to RFP and had over 15 submittals. Fujitsu came in to install the network in Fairlawn and took care of all customer services, marketing, etc. The City of Fairlawn slowly started doing some of these things themselves, and will be severing all ties with Fujitsu in the next 60 days and will be providing all service on their own with monitoring and servicing. When someone want to be connected, they send a truck to their house, hook them up and train them how to use the system. It was key for the City of Fairlawn to be able to respond quickly.

Mr. Hagy asked how the pricing and bandwidth were changed in Fairlawn. Mr. Bronzo said that part of the feasibility study is to find out what they can provide locally, and what they are charging. Fairlawn always wanted a better offering than what we originally provided, but they also had several packages that they offered. While they thought that people would come in at different package levels (low, medium and high), it ended up that everyone wanted the best package – they wanted either 300Mbps up and down symmetrical or they wanted the 1Gbps symmetrical. The 1Gbps pricing structure was the same as what AT&T was offering for their highest, which was a 50Mbps download/Mbps upload. The city was able to provide those services more economically at a higher rate of service. Fairlawn is now installing back office infrastructure in their data center to provide 100Gbps symmetrical. The went up to 10Gbps two years ago, and had individuals asking for 100Gbps symmetrical. There were a couple of doctors who read MRI's that lived in an adjacent community and would have to travel to Cleveland every time there was an MRI that needed to be read, because they were unable to download the MRI at home and that could take 2 days. These doctors moved to Fairlawn and are now able to work from home – these are high paying jobs that are now in the City of Fairlawn instead of Bath Township. If a City doesn't have reliable broadband, it makes it difficult to retain and/or attract businesses and residents. Mr. Hagy asked if they had experience with a city that did the minimal installation. Mr. Bronzo said that Fairlawn's Mayor said that he wasn't going to offer the new broadband only to certain areas or people, that it had to be available to everyone – that was the impetus of putting the ring around the whole City so there was an ability to provide that service to everyone in the City. The back-office piece is just as expensive if you do one area of a community or you do the whole community – you have to take that into consideration when you are determining the return on investment. You need the customers to help pay down that return on investment

– why not cast that net wider to try and attract additional customers. We will look at it and see what the best return of investment is from a financial standpoint. There are other things to consider in each community.

Mr. Bronzo said sometimes the most expensive part of a system is the last mile connection to the premises. There are multi-dwelling homes that can burn up to \$4,000-\$5,000 to do that last mile; or, depending in how far off the right-of-way a house sits, it can be expensive, as well. A company wanting to look at that is going to run the numbers to determine if it is profitable. He would think most municipalities aren't in it to make money – they want to provide better service to their businesses and residents. Businesses will look at that last mile differently than municipalities will. Mr. Snyder said that part of their analysis would be to compare city vs. concessionaire models. Mr. Bronzo said the benefit is that you own existing utilities, so you have the billing capabilities already in-house. Part of the study is doing a survey and getting community input, staff input, public works departments, etc. Getting high-speed broadband would allow the City to have scooters around the City, or police body cams, or smart streets, etc. They will survey both residents and businesses to determine how they can best determine the opportunities the City has to maximize those efforts. Mr. Hagy asked if Fairlawn provides any free outdoor broadband, and if they did anything about underprivileged children who need internet but their parents can't afford access. Mr. Snyder said city-wide wifi was part of the program. They have that inside of their feasibility study – it was an additional cost of about \$600,000 to put that in place, and it was part of the original return-on-investment calculation. Between the time the feasibility study was done, the ONP became your wifi box and it painted the whole house with a wifi signal. Each and every individual who was in the house then had wifi access on their devices. Mr. Snyder said they have started to dig into ways to provide high-speed internet in open green spaces in a way to service the community and do a nice thing – there are technologies available that you can broadcast a signal to utilize the fiber network and then broadcast it where you would get a very nice signal. Mr. Bronzo said underprivileged areas were not a discussion upfront with the City of Fairlawn – he thinks Fairlawn is fairly affluent and there wasn't a need for that in that area. The City has provided their internet services and connection to Copley-Fairlawn School Systems and also has helped them with monitoring cameras in the school systems, as well, but he does not know if they charged a fee for those services. He said they can work that into the calculation if the City feels they want to have a reduced cost in certain areas.

Regarding providing free wifi in public spaces, Mr. Spafford there a lot of key public areas along Main Street. The Boat Basin is almost like a transient hotel throughout the summer; to have reliable, consistent wireless internet access down there would be crucial. We added the camera system at Nickel Plate last year – that was \$3,000 to run a coaxial cable, then there is a \$99/month subscription for 100Mbps download/5Mbps upload. There are constant requests for additional public facing cameras, but without reliable internet speeds we got stuck. Mr. Bronzo said there is a lot of technology out there for police and fire as well that could be utilized on a high-speed broadband system. A lot of police cruiser connect to wifi to look up people. The City of Fairlawn was carrying around hotspots in their cars previous to the current system. They have instantaneous information on people as they stop cars – it makes it a lot safer.

Mr. Snyder said they will perform a needs assessment based on the determine of what infrastructure is needed and existing conditions based on desired municipal broadband services and determine feasible connections to provide redundant high-speed internet connectivity. With this system, they will make sure that they have redundancy built into it and will use the existing infrastructure as much as possible. They will estimate costs for design and construction for the project, will provide a comparison of city versus concessionaire for operations and maintenance. In broader terms, they will determine what it's going to cost, who it's going to serve and who is going to operate and maintain the system.

Mr. Hagy asked if we currently do anything for lower-income people relating to water bills, etc. Mr. Spafford said we haven't traditionally done anything – the first time we did it was with COVID with the

shut-off moratorium. Mr. Swaisgood said that we really haven't experienced a problem with that, but that is not to say there isn't a need. Mr. Spafford said that goal would be to offer the service at an affordable rate across the board. Mr. Hagy said he was surprised that they said it was a little less expensive in Fairlawn. Mr. Spafford said that if you have done market analysis for what AT&T, Comcast, etc. offer, it probably is a little less expensive (\$60/\$70/\$80) for just the internet side of things. The value comes in when you see what you are actually paying for. Mr. Hagy said he pays Buckeye \$178/month, and that came down to \$30. Mr. Spafford said density drives a lot of it, too – the whole game is customers/mile of line. The more vertical your population, the less expensive the service. Mr. Hagy said that it will be interesting to see if we can do it because we might not have the density needed. North of the tracks it is very dense, but south of the tracks there is a lot of vacant land. Huron's population and income factors are almost exactly what Fairlawn's are.

Dr. Walls thought that with COVID, when everything shut down last year, the school district was paying some internet bills for students. While they said there wasn't a need in Fairlawn, she doesn't believe that. She thinks that in a town of our size, to be able to not put that on the schools would be a good thing. Is this something that would be appropriate to be handled in this arena instead? Ms. Crawford suggested that the schools could be the referring source. Mr. Spafford said it's the same methodology, although on a smaller scale, that it is an economic development tool and cost control tool the City uses. The City is not profit-oriented - there are no investors looking for greater return; we make sure that the City's financials are kept solvent and we protect the taxpayers, but at the end of the day, we are trying to do what we can to reduce costs. If this is a public utility and you need this to be successful in today's market, then we have to look into some kind of financial needs assessment as part of rating this out.

Assuming we are doing a 20-year debt repayment of a \$14 Million cost to construct, that would be a \$1 Million debt service payment, hiring staff, additional administrative supports and a \$250,000 buffer, Mr. Spafford estimated that we would go positive in 4 years. Assuming it is constructed today and we start to bring customers onboard in 2021, the City would be cashflow positive in year 5. Fairlawn also offers residential phone, which is likely going to die off in the future, but the desire for a fixed phone system is still there, especially on the commercial side. Ms. Walls asked if we know what percentage of our community still utilizes land lines; Mr. Spafford said he didn't know, but estimates it may be as low as 50%. Fairlawn has a 70-80% subscription rate in year 2-3 with 3 private competitors. After this last year, Mr. Spafford estimates 80-90% of households now subscribe to internet service. We have 3,200 water customers, but there would most likely be 100-200 more internet customers. Commercial customers would add 200-300 more subscriptions.

Dr. Walls asked if it would be possible to have a line on the bill where people could pay extra to offset the costs for a low-income family – she knows people who would do that. Mr. Spafford said it would not be a good thing accounting-wise for the City to get involved with such credits, but it is a good idea. As part of Fairlawn's public relations campaign, they had staff that train people in the community how to use YouTube TV and other streaming services.

Mr. Spafford said the committee's support for this project will be needed as we go through the master plan update process. After that plan is set, the next step is to go to Council and get permission to spend the money for the feasibility study. That process should be done in about 2-3 months.

Mr. Spafford said that he would follow up with Mr. Hamilton tomorrow, and they are trying to arrange a regional conversation (Sandusky, Perkins, Cedar Fair and other large county-wide businesses) about possibly joining forces in this project. It all comes down to return on investment – with populated areas segmented by largely unpopulated areas, those runs get very expensive.

Mr. Hagy asked how financing would work if our current debt capacity is \$8 Million. Because this is tied to a revenue source, this is not subject to the same limitations. It's not backed by the City, so it doesn't count as stringently. Mr. Swaisgood said we will have to see on the indirect side if we will be alright. The municipal bond market is one tool – there are private equity options. It is going to be City owned and operated, the way that makes the most sense is to do it through some type of revenue-backed bond issuance.

Ms. Walls said the message has to be pretty consistent - that this has shifted from a luxury to a utility. There will be a contingent of people who will say we don't need to get involved with this. Pushing the discussion of why it's a utility will be important, and the educational and safety arguments are very compelling. This is something that we need to have because of these other components, and the City does have a role to play and it is an enhancement to our community. We are not limited to the City limits – if there are immediate offshoots that are into the Township that make sense, there are no limits on how far we could go. The federal government defines broadband as 25Mbps down and 3Mbps up – that is considered access to high-speed internet.

New Business

Mr. Spafford provided a quick update on Mucci rates. Last Friday, the City executed its long-term power supply agreement. The all-in fixed price is \$.031/Kwh, locked in for three years. That is 5/10 of a cent cheaper than what our fixed rate was in 2018. Energy markets continue to stay competitive, which is great news for us and great news for Mucci. As part of that, we are continuing to work on HPP's new rate structure. He and Mr. Swaisgood are working on the proformas to show justification for our anticipated costs on that model, and the looking out into the future with known eventual capital needs – with Sawmill Parkway being the first expansion effort for Huron Public Power. He and Mr. Spacek have been having a lot of really good conversations with the new company that purchased the IAC facility, as well. Some of their early energy projections put them at 20-30% of Mucci, and they are now approaching at or very close to Mucci's total power consumption. We have submitted the permit application over a month ago to Norfolk Southern for a right-of-way crossing, and we proactively applied for the fiber permit, too, on the off chance we have that. Their timeline of when they would actually need to be energized is likely sometime before the road is going to be reconstructed, so we have a contingency plan where we could actually just go straight of OPC to get them an initial supply, and we can eventually move their supply over the Sawmill Parkway. It is much more cost-effective to maintain underground lines than overhead lines. Mr. Spacek is proud to say Huron Public Power has one pole.

Mr. Hagy made a motion to adjourn, all in favor. The meeting of the Utilities Committee was adjourned at 6:13pm.

Respectfully submitted,



Terri Welkener
Executive Administrative Assistant/Clerk of Council
(minutes were prepared from digital recording)

01 JUN 2022

**AMENDMENT TO AGREEMENT FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING
SERVICES**

This Amendment (the "Amendment") to the Agreement for Residential Waste Collection and Recycling Services is entered into as of the 1st day of July 2022 (the "Effective Date"), by and between **Browning-Ferris Industries of Ohio, Inc. dba Republic Services of Sandusky** ("Contractor") and **City of Huron** (the "City") (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties entered into the Agreement for Residential Waste Collection and Recycling Services dated May 4, 2017 (hereinafter "Agreement") to provide certain waste collection and recycling services in accordance with the Agreement.

AND WHEREAS, the Parties now desire to amend certain terms of the Agreement which shall take effect from July 01, 2022.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained and other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Except as specifically provided in this Amendment, each and every provision of the Agreement between the parties remains, and is, in all respects, in full force and effect.
2. **TERM:** The term of this Agreement is hereby extended for an additional one (1) year period from its current expiration date until June 30, 2023 (the "Renewal Term"). After the Renewal Term, this Agreement may be extended by for an additional one (1) year period upon mutual written agreement of both the Parties .

IN WITNESS WHEREOF, the parties hereto have signed these presents for the purposes herein contained the day and year stated below:

CONTRACTOR:

**Browning-Ferris Industries of Ohio, Inc.
dba Republic Services of Sandusky**

By: _____

Name: _____

Title: _____

CITY:

City of Huron

By: _____

Name: _____

Title: _____

RESOLUTION NO. 2017-29

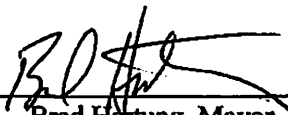
A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO A FIVE YEAR AGREEMENT WITH REPUBLIC SERVICES FOR THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, RECYCLING AND YARD WASTE SERVICE COMMENCING JULY 1, 2017.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City having advertised for bids in connection with the Residential Solid Waste Collection, Disposal, Recycling and Yard Waste Service, this Council finds Republic Services Inc., to be the lowest and best bidder for such work. Therefore, the City Manager shall be, and he hereby is, authorized and directed to award the following bids: Base Bid Form 3 – Automated Solid Waste and Recycling Collection Single Family Residential; Alternate Bid Form 2 – Automated Solid Waste and Recycling Collection Multi-Family Residential; Base Bid Form 4 – Yard Waste Collection; Base Bid Form 5 – Container Services at City Owned Locations; Alternate Bid Form 2 – Opt-in Container Services Commercially Owned Locations and enter into a five year agreement with the said Republic Services for the provision of these services which agreement shall be in substantially in the form of the Residential Solid Waste Collection, Disposal, and Recycling contract on file in the office of the Clerk of Council. The contract price shall be premised upon the residential rates proposed by Republic Services and premised upon the number of accounts enrolled within the program.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.



Brad Hartung, Mayor

ATTEST: 

Clerk of Council

ADOPTED: APR 11 2017

AGREEMENT FOR SERVICES

THIS AGREEMENT (the "Agreement") for Residential Waste Collection and Recycling Services is entered into by and between the City of Huron, a City in the County of Erie, State of Ohio (the "City") with its offices located at 417 Main Street Huron Ohio 44839 and Browning Ferris Industries of Ohio Inc. d/b/a/ Republic Services of Sandusky (the "Contractor").

WITNESETH

WHEREAS, the City, pursuant to a Motion adopted on January 10, 2017, which authorized the City to obtain bids for Residential Waste Collection and Recycling Services, Yard Waste Services; and,

WHEREAS, following publication of the Invitation to Bid in the Newspaper on, January 16th, 2017 and the opening and consideration of the Bids received for the Residential Waste Collection and Recycling Services, the Bid of the Contractor has been determined to be lowest, responsive and responsible; and,

WHEREAS, the City has considered the Bid; and the City, pursuant to Resolution 2017-29 which approved the Contract and authorized the City Manager to execute the Contract by and on behalf of the City, and the City 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 and the Contractor agree as follows:

ARTICLE I-- DEFINITIONS

The capitalized terms used herein are defined in the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services Exhibit A: Definitions

ARTICLE II – TERM AND RENEWAL TERMS

1. Term

This Agreement will be effective upon the date last signed below. The Commencement Date for Residential Waste Collection and Recycling Services is July 1, 2017 and will terminate on June 30, 2022, unless renewed as provided herein.

2. Renewal Terms

The City and Contractor will have the option to renew this Agreement for five additional one-year terms. The City and Contractor must mutually agree to renew. All renewals must be executed in writing and authorized by legislative concurrence by the Huron City Council.

ARTICLE III – STATEMENT OF WORK

1. 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 Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

2. **Solid Waste and Recycling Collection**

The Contractor shall collect, on a weekly basis, Residential Solid Waste and Recyclables from each Residential Unit defined as all single-family dwellings and all multiple family dwellings which do not share a common entrance within the corporate limits of the City of Huron. The total estimated number of Residential Units to receive curbside collection is 3,500. All collection is to be made at the curb.

The Contractor shall provide automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor shall provide all labor, vehicles, and carts. The Contractor would provide each Residential Unit with either one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables, or one 64-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. In the 30 day period following award, the Contractor will provide informational materials to all Residential Units within the City explaining the service. Included in this notification shall be an explanation of the option to request the 64-Gallon Wheeled Cart to be used to collect Solid Waste prior to the commencement of services. All carts must be either new or in good repair and clean. The Contractor would be responsible to repair or replace any broken carts caused by the Contractor's negligence. The Contractor would be responsible for distributing the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.

The Contractor will supply an extra Solid Waste or Recycle cart to any resident that requests an additional cart. The cost for the cart will be paid for by the resident. Residents will be instructed to contact the City to request and pay for the additional cart. The City will then pay the Contractor and schedule the delivery of the additional cart.

The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste. All vehicles must be kept in good repair and appearance and in a clean and sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto City streets.

Solid Waste Collection will be provided on a weekly basis to each Residential Unit between the hours of 7:00 a.m. and 6:00 p.m. If for any reason the Contractor is not able to collect Solid Waste on the scheduled day, the Contractor will notify the Service Director of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City will, at its discretion, cause waste to be

collected by any means that is available. Full cost of such collection will be paid by the Contractor.

The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon the City's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units. Collection of all Solid Waste, Recyclables, and Yard Waste must take place on the same day. The City prefers the collection days to remain one day per week on Mondays.

The following will be holidays for the purposes of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

The Contractor is responsible for collecting all bulky wastes and excess bagged waste set out on the curb. Bulky wastes may include but are not limited to stoves, water tanks, washing machines, furniture, mattresses and other large household items and appliances. Bulky items will be collected by the Contractor on the first Monday of each month.

The Contractor is not required to remove construction debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is average in nature, the Contractor is responsible to collect said materials on the regularly scheduled collection day the first Monday of each month

3. Solid Waste Transfer and Disposal Services:

The Contractor shall deliver all solid waste to the Erie County Sanitary Landfill.

4. Recycling Services

The Contractor shall deliver all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility shall have the ability to recycle the following materials at a minimum: mixed paper; cardboard; aluminum, steel and bi-metal cans; glass bottles and jars; PET and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons. The Contractor may add additional materials to the recycling list or remove items from the list as may be necessary. City agrees that Contractor in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge City for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. City shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use its best efforts to not place items in the container that may result in a decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

5. Container Service

The Contractor shall provide and service containers to collect and dispose of Solid Waste and Recyclables at the locations and frequency requested by the City.

6. Yard Waste Service

The Contractor would provide separate collection of source separated Yard Waste from each Residential Unit on a weekly basis on the same day that solid waste and recyclables are collected. This service would take place from January 1 to December 31. The Contractor would be responsible for delivering the Yard Waste to a registered Composting Facility. This service will apply to all Yard Waste that is placed in compostable brown (kraft) bags or if loose in a container not bigger than 32 gallons nor exceed 35 lbs. in weight or bundles that are tied securely and do not exceed 3 foot in length nor exceed 35 lbs. in weight.

7. Customer Education:

The Contractor shall prepare and annually distribute a brochure to each Residential Unit, containing the City requirements for Residential Waste Collection and Recycling Services. The brochure shall include the Contractor's phone number; solid waste collection information; recycling instructions; holiday schedule; and any other information relevant to the services provided.

8. Customer Service and Notification:

The Contractor shall maintain a local office and local phone number to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within 24 hours after the complaint is received.

ARTICLE IV: PRICE, INVOICE AND PAYMENT

1. Price for Residential Waste Collection and Recycling Services.

During the term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to the following schedule. The price per ton for Residential Solid Waste Collection, Disposal and Recycling Services includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of December, 2016. Should any Governmental Fees increase during the term of the Contract, the Contractor may add the amount of the increase to the per ton disposal cost charged to the City.

Price to Provide Weekly Waste and Recycling Collection	
Year 1: 7/1/17 – 6/30/18	\$15.40 unit/month x 3,500 units = \$53,900.00 per month
Year 2: 7/1/18 – 6/30/19	\$15.87 unit/month x 3,500 units = \$55,545.00 per month
Year 3: 7/1/19 – 6/30/20	\$16.35 unit/month x 3,500 units = \$57,225.00 per month
Year 4: 7/1/20 – 6/30/21	\$16.88 unit/month x 3,500 units = \$59,080.00 per month

Year 5: 7/1/21 – 6/30/22	\$17.47 unit/month x 3,500 units = \$61,145.00 per month
<i>Option Year 1: 7/1/22 – 6/30/23</i>	<i>\$18.08 unit/month x 3,500 units = \$63,280.00 per month</i>
<i>Option Year 2: 7/1/23 – 6/30/24</i>	<i>\$18.71 unit/month x 3,500 units = \$65,485.00 per month</i>
<i>Option Year 3: 7/1/24 – 6/30/25</i>	<i>\$19.42 unit/month x 3,500 units = \$67,970.00 per month</i>
<i>Option Year 4: 7/1/25 – 6/30/26</i>	<i>\$20.19 unit/month x 3,500 units = \$70,665.00 per month</i>
<i>Option Year 5: 7/1/26 – 6/30/27</i>	<i>\$21.00 unit/month x 3,500 units = \$73,500.00 per month</i>

Container Services per Month	
Year 1: 7/1/17 – 6/30/18	\$1,211.00 per month
Year 2: 7/1/18 – 6/30/19	\$1,247.00 per month
Year 3: 7/1/19 – 6/30/20	\$1,285.00 per month
Year 4: 7/1/20 – 6/30/21	\$1,327.00 per month
Year 5: 7/1/21 – 6/30/22	\$1,373.00 per month
<i>Option Year 1: 7/1/22 – 6/30/23</i>	<i>\$1,420.00 per month</i>
<i>Option Year 2: 7/1/23 – 6/30/24</i>	<i>\$1,471.00 per month</i>
<i>Option Year 3: 7/1/24 – 6/30/25</i>	<i>\$1,526.00 per month</i>
<i>Option Year 4: 7/1/25 – 6/30/26</i>	<i>\$1,587.00 per month</i>
<i>Option Year 5: 7/1/26 – 6/30/27</i>	<i>\$1,650.00 per month</i>

Yard Waste Services per Month	
Year 1: 7/1/17 – 6/30/18	\$2.50 unit/month x 3,500 units = \$8,750.00 per month
Year 2: 7/1/18 – 6/30/19	\$2.58 unit/month x 3,500 units = \$9,300.00 per month
Year 3: 7/1/19 – 6/30/20	\$2.65 unit/month x 3,500 units = \$9,275.00 per month
Year 4: 7/1/20 – 6/30/21	\$2.74 unit/month x 3,500 units = \$9,590.00 per month
Year 5: 7/1/21 – 6/30/22	\$2.83 unit/month x 3,500 units = \$9,905.00 per month
<i>Option Year 1: 7/1/22 – 6/30/23</i>	\$2.93 unit/month x 3,500 units = \$10,255.00 per month
<i>Option Year 2: 7/1/23 – 6/30/24</i>	\$3.04 unit/month x 3,500 units = \$10,640.00 per month
<i>Option Year 3: 7/1/24 – 6/30/25</i>	\$3.15 unit/month x 3,500 units = \$11,025.00 per month
<i>Option Year 4: 7/1/25 – 6/30/26</i>	\$3.28 unit/month x 3,500 units = \$11,480.00 per month
<i>Option Year 5: 7/1/26 – 6/30/27</i>	\$3.41 unit/month x 3,500 units = \$11,935.00 per month

2. Record Keeping.

Monthly Reports and Annual Report

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month and submit this with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The report will be due within 30-days of the end of the reporting year and include a month by month collection accounting of the tonnage of Solid Waste collected and disposed and a month by month accounting of all Recyclable Materials collected and recycled.

3. Billing Service and Payment.

The Contractor will invoice the City for services rendered at the close of each month and the City will pay the Contractor within thirty days of invoice. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full. Contractor shall have the ability to pass through new or increases to existing governmental disposal fees & taxes owing to change-in-law-costs

4. Fuel Adjustments

The Contractor will apply a fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over the established *base price* during the term of this contract.

The established base price of diesel fuel is \$2.49 per U.S. gallon. This was the price of diesel fuel the week the bids were opened as reported by the U.S. Department of Energy, Energy Information Administration (EIA) *Midwest On-Highway Retail Diesel Price*.

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

The fuel adjustment may only be applied to the difference in the base price of \$2.49 per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above the base price. If the increase or decrease is within a range posted on the table, then a fuel adjustment may not be applied. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice. This amount should be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount should be applied as a charge on the invoice if the price of fuel increases over the base price. The Fuel adjustment formula will continue to be applied at the same incremental rate if the fuel price continues to rise above or below the prices indicated on the table

FUEL ADJUSTMENT TABLE	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price (average all types)	Applicable Adjustment %
\$2.60 - \$2.69	- 2.00%
\$2.70 - \$2.79	- 1.50%
\$2.80 - \$2.89	- 1.00%
\$2.90 - \$2.99	- 0.50%
\$3.00 - \$3.09	Sample Base Price
\$3.10 - \$3.19	+ 0.50%
\$3.20 - \$3.29	+ 1.00%
\$3.30 - \$3.39	+ 1.50%
\$3.40 - \$3.49	+ 2.00%
\$3.50 - \$3.59	+ 2.50%

ARTICLE V: PERFORMANCE BOND AND INSURANCE

1. **Performance Bond**

The Contractor after receiving a Notice of Award, will furnish a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond will be issued annually for each contract year during the term of the contract, including any option years, in the amount equal to the total annual cost of collection for Contract Year 1. 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 coverage's listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits reasonably acceptable to the City, and Contractor will furnish certificates of insurance to the City evidencing the required insurance has been procured and is in force.

The City 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 2010 0704 for General Liability and Umbrella/Excess Liability, ISO Form DA 9U74b 0614 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 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.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage will 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

ARTICLE VI: INDEMNIFICATION

1. General Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) 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 City Indemnity may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling 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 to the extent caused by any negligent act or willful misconduct of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Contractor shall have no obligation to indemnify, defend or hold harmless the City, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the negligence or, willful misconduct by the City, any third party or any other parties indemnified under this Agreement.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the City 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'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 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 its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Residential Waste Collection and Recycling Services will be available to the City and its Residents.

2. Contractor Breach: Opportunity to Cure and Termination.

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City will provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor will have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof

within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, will have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it will have completed the process of obtaining a substitute service provider to provide the Residential Waste Collection and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement. This Agreement may be terminated by the Contractor if City breaches a material provision of this Agreement that is not remedied by City within ten (10) business days following delivery of a written notice of breach from the Contractor to City.

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 a 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 CHRISTOPHER JONES, and to the City, attention Andy White, at their respective addresses set forth above. Any change in address must be given in like manner.

3. Waiver.

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

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio.

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, consent to assign the contract should not be unreasonably withheld, delayed or conditioned by the City. No consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.

7. Rights or Benefits

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

ARTICLE IX. ACCEPTABLE WASTE; UNACCEPTABLE WASTE; TITLE;

Waste Materials mean non-hazardous waste (including Recyclable Materials (as defined in the Contract), but does not include Unacceptable Waste (as defined below).

The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Unacceptable Waste"), each as defined by applicable federal, state or local laws, regulations or permits (collectively, "Applicable Laws"). Contractor may, in its sole discretion, reject any Unacceptable Waste provided by City. City upon receiving a notice of rejection from Contractor shall immediately remove such Unacceptable Waste from Contractor's collection vehicle or premises.

Contractor shall acquire title to Waste Materials when they are loaded into Contractor's truck or, if Contractor is providing disposal services only and not collection services, when they are delivered to Contractor's premises. Title to and liability for any Unacceptable Waste shall remain with City and shall at no time pass to Contractor. City shall indemnify and hold harmless Contractor from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Unacceptable Waste in the Waste Materials.

ARTICLE X. FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this Agreement. The collection or disposal of any increased volume of Waste Materials resulting from a natural disaster or terrorist act shall be included as part of Contractor's services under this Agreement. In the event of such a natural disaster or terrorist act, Contractor and City will negotiate the payment to be paid to Contractor. Further, when the parties reach such an

agreement, the City shall grant Contractor variances in routes and schedules, as deemed necessary, of Contractor.

ARTICLE XI. EXCLUSIVITY

City grants Contractor the exclusive right to provide the services under this Agreement.

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

CITY OF Huron

Charles D. W. [Signature]
Name

04/24/17
Date

CONTRACTOR NAME

[Signature] GM
Name, Title

5-4-17
Date

Contract Attachment A: Definitions

Definitions

"Bid" means a price submitted to the City in response to the Invitation to Bid for Solid Waste Collection and Disposal Services as described in the Bid Documents.

"Bid Bond" means a bond insuring the City and is issued to guarantee that if the Bid is accepted, a Contract for Residential Waste Collection and Recycling Services will be entered into by the Bidder with the City.

"Bidder" means a person, partnership, joint venture or corporation submitting a Bid to the City in response to the Invitation to Bid to provide Solid Waste Collection and Disposal Services.

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

"Bid Form(s)" means the forms provided by the City in the Bid Documents on which all Bids must be submitted.

"Bulky Waste" means any Solid Waste that is either, by weight or by volume, too large to be contained in a residential waste container and includes white goods, furniture, mattresses and other household items and appliances.

"City", "City Offices", "City Hall" means the City of Huron 417 Main Street Huron Ohio 44839.

"Collection Vehicles" mean those vehicles used by the Contractor to collect Solid Waste and Recyclables at the Curb.

"Commencement Date" means the first day of the first week during which the Solid Waste Collection, Disposal Services will commence.

"Composting Facility" means an Ohio EPA registered facility or facilities identified by the Successful Bidder to be used for the composting of source separated Yard Waste.

"Construction and Demolition Debris" means waste building materials resulting from construction, remodeling, repair or demolition and generated by a Residential Unit.

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

"Contract or Form of Contract" means the agreement for Residential Waste Collection and Recycling Services entered into by and between the Successful Bidder and the City.

“Contractor” means the individual or entity selected as the Successful Bidder and executes the Contract to provide the Residential Waste Collection and Recycling Services.

“Curbside” means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line. Containers will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

“Fuel Price Adjustment” means an increase or decrease, based on the procedure specified in the Contract, in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

“Freon-Containing Appliances” means any appliance containing refrigerant. The Contractor must provide the lawful removal of all refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected.

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

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“Invitation to Bid” means the request of the City for Solid Waste Collection and Disposal Services.

“Instructions to Bidders” means that portion of the Bid Documents that explains the background and procedures for submitting a Bid.

“Multi-Family Residential Unit” means all multi-family residential dwellings which share a common entrance, within the corporate limits of the City occupied by a family unit.

“Notice of Award” means written notification that a Bid has been accepted by the City.

“Notice to Proceed” means written notice from the City to commence the Solid Waste Collection and Disposal Services.

“Residential Unit” means all single-family residential dwellings, and multi-family dwellings which do not share a common entrance, within the corporate limits of the City occupied by a family unit.

Recyclables” or “Mixed Recyclables” or “Recyclable Materials” will include but not limited to Residential Mixed Paper, aluminum, steel and bi-metal cans, glass bottles and jars, PETE and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons, and corrugated cardboard.

"Recycling Services" or "Recycling Processing Services" means the collection of recyclables and recycling processing services provided by a Material Recovery Facility of Recycling Facility.

"Solid Waste" means unwanted residual or semi-solid materials resulting from Residential Units or community 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.

"Solid Waste Landfill" means an Ohio EPA permitted and licensed facility or facilities identified by the Successful Bidder to be used for the disposal of Solid Waste.

"Solid Waste Transfer Station" means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City for the subsequent transportation to a Solid Waste Landfill.

"Successful Bidder" means the Bidder selected by the City to be responsive and the lowest and best Bidder in response to the Invitation to Bid.

"Term" means the duration of the Contract.

"64-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 64 gallons in capacity, capable of holding over 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Recyclable Material collection by the Contractor.

"96-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 96 gallons in capacity, capable of holding over 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

"Yard Waste" means grass clippings, leaves, twigs, branches, and other garden and/or yard refuse.

Contract Attachment B: Performance Bond