



Authorizing the Executive Director to enter into three (3) two-year contracts with PeopleReady, Inc., Reliable Staffing Resources, and Sterling Staffing Services and expend an amount not to exceed two hundred thousand dollars (\$200,000.00) with each vendor for an aggregate amount of six hundred thousand dollars (\$600,000.00).

SWACO regularly utilizes temporary labor services to accomplish intermittent tasks. The majority of the work performed involves collecting blown litter and debris at SWACO's solid waste facilities and along the interstate and state routes leading to the Franklin County Sanitary Landfill.

Staff advertised a Request for Proposals ("RFP") for qualified labor service providers. Ten (10) proposals were received, and after evaluation, PeopleReady, Inc., Reliable Staffing Resources, and Sterling Staffing Services were deemed the best and most responsive. In order to ensure personnel are ready and available to perform litter collection and other similar tasks, when necessary, Staff is recommending a two-year contract with each vendor for the provision of such services.

Staff therefore recommends the Board authorize the Executive Director to enter into three (3) two-year contracts with PeopleReady, Inc., Reliable Staffing Resources, and Sterling Staffing Services and expend an amount not to exceed two hundred thousand dollars (\$200,000.00) with each vendor for an aggregate amount of six hundred thousand dollars (\$600,000.00).

Requested by: Adam Burleson, Senior Operations Manager

BE IT RESOLVED by the Board of Trustees of the Solid Waste Authority of Central Ohio that:

1. The Executive Director is authorized to execute three (3) two-year contracts with PeopleReady, Inc., Reliable Staffing Resources, and Sterling Staffing Services and expend an amount not to exceed two hundred thousand dollars (\$200,000.00) with each vendor for an aggregate amount of six hundred thousand dollars (\$600,000.00).
2. This resolution shall be in full force and effect from and immediately upon its adoption.

Date Approved: September 9, 2025

Vote:
For: Against: Abs:



Susan Tilgner
Chair, Board of Trustees



Rebecca L. Egelhoff, Secretary

Approved as to Form:



Rebecca L. Egelhoff, Director of Legal Affairs

Resolution Summary

Resolution 042-25: Authorizing the Executive Director to enter into three (3) two-year contracts with PeopleReady, Inc., Reliable Staffing Resources, and Sterling Staffing Services and expend an amount not to exceed two hundred thousand dollars (\$200,000.00) with each vendor for an aggregate amount of six hundred thousand dollars (\$600,000.00).

Requested by: Adam Burleson, Senior Operations Manager

Summary

- Staff is recommending three (3) two-year contracts with PeopleReady, Inc., Reliable Staffing Resources, and Sterling Staffing Services for the purchase of temporary labor services.
- This resolution will ensure personnel are ready and available to perform litter clean-up and related tasks in order to ensure SWACO stays in compliance with OEPA regulations.

Purpose & Goals

- Effective litter collection at SWACO facilities is required to meet compliance standards with applicable federal, state, and local laws, including environmental laws, permits, and regulations.
- SWACO's use of temporary labor services supports its Mission to safely and efficiently manage the waste stream by ensuring operations remain consistent and reliable during times of increased demand. By aligning with the Vision of a sustainable future and the Core Values of safety, collaboration, and fiscal responsibility, temporary staffing helps SWACO maintain high service standards while advancing waste reduction and diversion goals.

Process Used:

- Cooperative Purchasing Competitive Process
 Sole Source/Best Interest Intergovernmental Cooperative Services Agreement

- Staff advertised a Request for Proposals ("RFP") for qualified labor service providers. Proposals were received from CLEAN Enterprises, Corporate Temps, Inc., Dirtworks Drainage, LaborMax Staffing, PeopleReady, Inc., Reliable Staffing Resources, ResideWell Solutions, LLC, StaffNOW, Inc., Sterling Staffing Services, and West Force Division, LLC. After evaluation, PeopleReady, Inc., Reliable Staffing Resources, and Sterling Staffing Services were deemed the best and most responsive.

Fiscal Impact

Funds to cover this expenditure were included in the 2025 Operating Budget in the major account category of Employee Services. The total Employee Services is budgeted at \$677,000.00. Multi-year contracts will include funds to be budgeted in subsequent years to cover contractual obligations.

- Operating Budget Capital Improvement Plan Capital Equipment Plan Capital Outlays Plan

Future Action Anticipated

- None anticipated at this time.



Authorizing the Executive Director to enter into a two-year cooperative services agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services and expend an amount not to exceed three hundred thirty-five thousand dollars (\$335,000.00).

The United States Department of Agriculture (“USDA”) Animal and Plant Health Inspection Service (“APHIS”) Wildlife Services (“WS”) has statutory authority to work cooperatively with states, local jurisdictions, and public and private agencies to conduct direct control activities and wildlife surveys necessary to reduce bird and other wildlife nuisances present at the Franklin County Sanitary Landfill (“FCSL”) and any other SWACO facilities. These services are related to mammal and bird species that serve as carriers for zoonotic diseases or that may be injurious and/or a nuisance to agriculture, horticulture, forestry, other wildlife, and human health and safety. SWACO has been experiencing issues with wildlife such as gulls, starlings, and crows that are attracted to and/or utilizing the FCSL as a food source. In an effort to maintain compliance with the applicable OEPA regulations, SWACO sought out the services of the USDA APHIS WS, since this is a wildlife management measure unique to landfills and similar properties.

Staff therefore recommends the Board authorize the Executive Director to enter into a two-year cooperative services agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services and expend an amount not to exceed three hundred thirty-five thousand dollars (\$335,000.00).

Requested by: Adam Burleson, Senior Operations Manager

BE IT RESOLVED by the Board of Trustees of the Solid Waste Authority of Central Ohio that:

1. The Executive Director is authorized to execute a two-year cooperative services agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services and expend an amount not to exceed three hundred thirty-five thousand dollars (\$335,000.00).
2. This resolution shall be in full force and effect from and immediately upon its adoption.

Date Approved: September 9, 2025

Vote:
For: 0 Against: 0 Abs: 0


Susan Tilgner
Chair, Board of Trustees


Rebecca L. Egelhoff, Secretary

Approved as to Form:


Rebecca L. Egelhoff, Director of Legal Affairs

Resolution Summary

Resolution 043-25: Authorizing the Executive Director to enter into a two-year cooperative services agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services and expend an amount not to exceed three hundred thirty-five thousand dollars (\$335,000.00).

Requested by: Adam Burlison, Senior Operations Manager

Summary

- In an effort to continue compliance with applicable OEPA regulations, Staff is recommending that SWACO enter into a two-year contract with the USDA APHIS WS for the provision of direct control activities and wildlife surveys necessary to reduce bird and other wildlife nuisances present at the FCSL and other SWACO facilities.

Purpose & Goals

- The purpose of the Cooperative Services Agreement is to implement integrated control operations that will minimize conflicts associated with gulls, starlings, crows, and other wildlife attracted to the landfill and acting as a nuisance to human health, wildlife, and the environment.
- Responsible wildlife management at SWACO facilities upholds SWACO's commitment to collaborate with the public and private partners to provide a safe and healthy environment to its surrounding community.

Process Used:

- Cooperative Purchasing Competitive Process
 Sole Source/Best Interest Intergovernmental Cooperative Services Agreement

- SWACO sought out the services of the USDA APHIS WS because this is a wildlife management measure unique to landfills and similar properties. SWACO selected this agency due to its statutory authority to cooperate with states, local jurisdictions, and public and private agencies to provide a program of wildlife services.

Fiscal Impact

Funds to cover this expenditure were included in the 2025 Operating Budget in the major account category of Facilities and Grounds. The total Facilities and Grounds is budgeted at \$4,701,000.00. Multi-year contracts will include funds to be budgeted in subsequent years to cover contractual obligations.

- Operating Budget Capital Improvement Plan Capital Equipment Plan Capital Outlays Plan

Future Action Anticipated

- None anticipated at this time.

Wildlife Issues at the Franklin County Sanitary Landfill



Wildlife Issues at the Franklin County Sanitary Landfill





Repealing Resolution 015-23 Procurement Policy and adopting the 2025 SWACO Procurement Policy

The Board of Trustees repealed the 2017 Amended Procurement Policy on April 11, 2023, to align with the anticipation of the Enterprise Resource Planning System ("ERP"). During the implementation and use of the ERP, Staff discovered more revisions that needed to be aligned with the ERP system.

In 2025, SWACO reviewed and revised the Procurement Policy to adjust thresholds and clarify definitions. SWACO staff therefore recommends the adoption of the 2025 SWACO Procurement Policy, attached hereto as Exhibit A, as the Policy for purchasing.

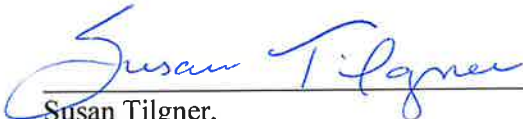
Requested by: Patrick O'Block, Senior Accounting and Finance Manager

BE IT RESOLVED by the Board of Trustees of the Solid Waste Authority of Central Ohio that:


1. Resolution No. 015-23 is repealed in its entirety and the 2025 SWACO Procurement Policy, attached hereto as Exhibit A, is adopted as the policy for purchasing.
2. This resolution shall be in full force and effect from October 1, 2025.

Date Approved: September 9, 2025

Vote:
For: 6 Against: 0 Abs: 0



Susan Tilgner,
Chair, Board of Trustees



Rebecca L. Egelhoff, Secretary

Approved as to Form:



Rebecca L. Egelhoff, Director of Legal Affairs

**2025 PROCUREMENT POLICY FOR
THE SOLID WASTE AUTHORITY OF CENTRAL OHIO**

This 2025 Procurement Policy ("Policy") for the Solid Waste Authority of Central Ohio ("SWACO") sets the standards for the timely, efficient, and economical procurement of all goods, services, materials, supplies, and construction services while adhering to principles of good administrative practices and sound business judgment.

SWACO is a regional solid waste authority established pursuant to Ohio Revised Code §343.011 and organized pursuant to Chapters 343 and 3734 of the Ohio Revised Code ("O.R.C."). SWACO is governed by a Board of Trustees ("Board") and was created to develop and implement a comprehensive solid waste management plan pursuant to O.R.C. §3734.54 for the Franklin County Solid Waste Management District (including Franklin County and parts of five (5) adjacent counties). SWACO is a public entity and is considered a political subdivision of the State. A political subdivision of the State is defined pursuant to the Ohio Revised Code as "a county, township, Municipal Corporation, or any other body corporate or public that is responsible for government activities in a geographic area smaller than that of the state" (O.R.C. §9.23).

Neither the statute forming Solid Waste Management Authorities (Chapters 343 and 3734 of the Ohio Revised Code) nor the statute governing Ohio Political Subdivisions (Chapter 9 of the Ohio Revised Code) imposes any competitive bidding or competitive selection process upon SWACO's contracting authority. As such, SWACO may, by its own actions, commit itself to following established rules, including those governing the evaluation of proposals, where statutory competitive bidding would not otherwise be required.

§1 Purpose

This Policy identifies the regulations and requirements that govern all SWACO personnel involved in the procurement and contract administration process. It aims to produce a transparent procurement system that balances fairness, value, accountability, and flexibility. No employee shall artificially divide purchases to avoid any provisions in the procurement process. Reasonable efforts should be taken to provide opportunities to small businesses, businesses that are minority owned, veteran owned, female owned or other disadvantaged business enterprises to allow for diverse use of Suppliers.

§2 Effective Date

This Policy shall be effective on October 1, 2025, and shall remain in full force and effect until rescinded, replaced, or modified by the Board. The effective date of any modification of this Policy shall be identified on the pages modified and shall affect only the section modified; the sections of the Policy not modified shall remain in full force and effect.

§3 Scope of Policy

Procurement of goods, materials, supplies, services, and all other items listed in §6 shall be in conformance with the requirements contained herein. All Procurements shall be approved by the Board, whether by way of the Annual Budget or pursuant to this Policy.

Notwithstanding the foregoing, a Resolution approval by the Board is not required in the following instances:

- a. Any Procurement not costing in excess of a total Annual Amount of \$100,000.00. that aligns with the requirements of this Policy.
- b. Revenue-producing contracts, agreements, or obligations.
- c. Grant Agreements.

§4 **Delegations of Authority**

§4.1 ***Procurement Responsibility.*** Responsibility for Procurement action lies with the Board. The Board hereby delegates to the Executive Director the following responsibilities:

- a. Reject all Bids, Proposals, and Statements of Qualifications when it is determined to be in the best interest of SWACO.
- b. Determine whether only one (1) source of supply is readily available for the purchase of goods or services.
- c. Determine the lowest and best Responsive Bidder or Proposer.
- d. Terminate all contracts if deemed to be in the best interest of SWACO.

§4.2 ***Monetary Delegations.*** The Board hereby delegates to the Executive Director the following responsibilities pursuant to the monetary limitations in this Policy:

- a. Authorize and approve all purchases, sales, or other Procurement actions.
- b. Cancel Procurements.
- c. Enter into contracts and agreements.
- d. Approve all change orders or Contract Modifications.

§4.3 ***Signature Authority.*** Signature authority to any Contract or agreement is limited to the Executive Director and his/her Designee(s). Such signature authority may be revoked at any time by the Executive Director.

§5 **Conflict of Interest**

§5.1 Any SWACO employee who is confronted with a conflict of interest respecting the engagement of a Vendor, the employee must completely abstain from making decisions about or influencing decisions relating to the selection, approval, or contracting process. An employee who may be unsure of potential conflict(s) is to seek a legal opinion from SWACO Legal Department.

§6 **Procurement Threshold Requirements**

All Thresholds listed in §6 are aligned with the annual Approved Budget. When Threshold Requirements are not followed as stated below, the Procurement must be approved by the Executive Director or his/her Designee(s) for Procurements up to \$100,000.00 and must be approved by the Board of Trustees for Procurements over \$100,000.00, who may waive the Threshold Requirements as identified in §9.

The total Annual Amount is estimated to be the following:

- §6.1 ***Goods, Materials, Supplies, or Equipment (Small and Large)*** (“Goods”), ***General Services*** (“GS”), ***Professional Services or Professional Design Services*** (“PDS”):
- a. Up to \$10,000.00 must obtain one (1) Quote.
 - b. More than \$10,000 up to \$100,000.00 must obtain two (2) or more Quotes or Statements of Work.
 - c. More than \$100,000.00 must be competitively procured in compliance with §8 and approved by Board Resolution.
- §6.2 ***Construction Services*** (“CONST”) in compliance with §7:
- a. Up to \$10,000.00 must obtain one (1) Quote.
 - b. More than \$10,000.00 up to \$100,000.00 must obtain two (2) or more Quotes or Statements of Work.
 - c. More than \$100,000.00 must be competitively procured in compliance with §8 and approved by Board Resolution.
- §6.3 ***Legal Services or Legislative Services*** (“LLS”) – Must obtain a written Letter of Intent and/or hourly rates:
- a. More than \$100,000.00 requires approval by Board Resolution.
- §6.4 ***Exemptions from Procurement Thresholds*** (“Exemptions”) – Payments for Public Utility services, legally required Governmental Fees, and Credit Card Convenience Fees are exempt from the Procurement requirements.
- §6.5 ***Emergency Procurement*** (“Emergency”)
- §6.5.1 ***Emergency and Planning***. In many situations, effective planning can reduce the need for emergency procurement; an unexpected need or situation of a serious and urgent nature that requires immediate action and is not for satisfying preferences, conveniences, or for preventing funds from reverting at the end of a Fiscal Year.
- §6.5.2 ***Emergency Approval***. The Executive Director may approve funding for Emergency Procurement without a Resolution, provided the following conditions exist:
- a. There exists a clear and present danger to public health, safety, or welfare;
 - b. SWACO employees or contractors are unable to work or work safely;
 - c. Cause property damage in excess of \$1,000.00 to occur;
 - d. Results in an impediment to SWACO’s normal operations or creates significant financial losses; or,
 - e. The work must be in progress prior to the next scheduled Board of Trustees meeting.
- §6.5.3 ***Non-Emergency***. Circumstances that do not necessitate emergency purchases, what is not an emergency condition (for purposes of purchasing), are defined as follows:
- a. Urgent situations created by the negligence of an employee;
 - b. Insufficient planning; or

- c. Halt in project – It is understood that a halt in a project will typically result in the worker moving on to another project. However, if the worker moves on to another project, it will result in a condition listed above in 6.5.2. it may qualify as an Emergency Procurement.

§6.5.4. **Board Reporting.** The Emergency Procurement shall be reported to the Board at the scheduled meeting immediately following the emergency.

§7 **Construction Services (O.R.C. §153.12)**

- §7.1 Solicitations for Construction, improvement, or repair of facilities shall be conducted in compliance with the Competitive Procurements pursuant to §8 below. To the extent required by law or regulation, solicitations require that the award shall be given to the Best Bidder submitting the lowest and best responsive Bid for either (1) the sum of bids for various construction trades, including plumbing and gas fittings; steam and hot water heating, ventilation apparatus and steam-power; and electrical equipment, and general work not falling within such trades; or (2) to a single bid for all work within the scope of the solicitation.
- §7.2 The responsibility requirement for such solicitation shall include possessing individual and corporate licenses required under applicable laws, codes, and regulations.
- §7.3 The successful Bidder or Bidders must conform to the prevailing wage requirements defined in O.R.C. §4115.
- §7.4 Contracts for Construction, demolition, alteration, repair, or reconstruction of public improvements shall be procured in compliance with O.R.C. §153, when applicable.

§8 **Competitive Procurements**

All records, notes, materials, or other written evaluation communication used to review or evaluate Bids, Proposals, and Statements of Qualifications may be subject to Ohio Sunshine Laws and the Ohio Public Records Act.

- §8.1 **Request for Bid** (“RFB”) – Contracts for Goods and Construction should be procured using the RFB process. However, staff may also obtain Goods through a Request for Proposal (RFP) process, as described in §8.3 of this Policy, if additional criteria besides price are used in the Bid assessment. SWACO shall award the Bid to the Bidder who meets all of the specifications and contracting requirements and offers the lowest and best price.
- §8.2 **Request for Information** (“RFI”) – Requests for Information should be utilized for collecting written information to learn more about specific products and/or services without pricing. RFI’s may also be used to gain information on potential suppliers that meet the preliminary requirements of intended purchases, but are not legally advertised, evaluated nor result in a contract award.
- §8.3. **Request for Proposals** (“RFP”) – Contracts for Services should be procured using the RFP process. The RFP process is beneficial when it is determined that staff cannot completely describe the services required or when a detailed Statement of Work (SOW) cannot be finalized except through negotiations.
- §8.4 **Request for Qualifications** (“RFQ”) – Contracts for Services that require the hiring of consultants, accountants, and other Subject Matter Experts should be procured using the RFQ process. Such services are often complex and may involve multi-year contracts. No pricing is solicited with an RFQ, and cost or price-related Evaluation factors are either not requested or are received as a separate document. Contracts for professional engineers, architects, and

surveyors should be procured using the RFQ process when appropriate pursuant to O.R.C. §153.65-.73.

§9. Exceptions to Procurement Requirements

§9.1 The Executive Director or his/her Designee may waive the Procurement requirements up to \$100,000.00, and the Board may waive the Procurement requirements over \$100,000.00, pursuant to §4 Delegations of Authority of the Policy, under the following conditions:

- a. When, after conducting a reasonable investigation, it is determined that only one (1) Vendor is capable of supplying the required Goods or Services, it is therefore considered a Sole Source.
- b. The Executive Director or Board determines that it is in the best interest of SWACO to waive any of the requirements in the Policy; or,
- c. When a clear and present danger exists to public health, safety, welfare, or property.

§10. Bonds and Insurance

§10.1 Any Competitive Procurement pursuant to §8 above for Construction Services should include the requirements for a Bid Guaranty. The Bid Guaranty is surety that if a Bid is accepted, the Bid price will be honored in the Contract. The Bid Guarantee can be in the form of: (i) a bond equal to one hundred percent (100%) of the Bid price; or, (ii) a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code on a solvent bank note equal to ten percent (10%) of the Bid price.

§10.2 Competitive Procurement pursuant to §8 above for anything other than Construction Services may include a Bid Guarantee, a Performance Bond or other insurance requirement, when appropriate and will be negotiated on a project-by-project basis.

§11. Multi-Year Contracts

A Contract for Goods and/or Services may be entered into for any period of time if deemed to be in the best interests of SWACO, provided the term of the Contract and conditions of renewal or extension, if any, are aligned with the Procurement Requirements.

§12. Cooperative Purchasing

The requirements for Competitive Procurements in §8 above shall be deemed fulfilled when SWACO utilizes a Contract awarded by a U. S. Federal Agency, the State of Ohio, or any other Governmental Entity or non-profit organization that was competitively bid. When using cooperative agreements, employees should make reasonable efforts to ensure the use of a cooperative agreement is the most cost effective to SWACO.

§13 Definitions

For purposes of this Policy, the following words or phrases shall have the following indicated meanings:

- A. "Annual Amount" shall mean the total amount spent in one (1) fiscal year.
- B. "Approved Budget" shall mean an itemized allotment of funds for a fiscal period that is approved by the Board of Trustees.

- C. “Best Bidder” shall mean the Bidder that is, overall, considering all matters connected with competitive procurement, the Bidder selected as best for SWACO.
- D. “Best Value” shall mean the benefits of purchasing one (1) or more items or services that will result in a greater overall value over the lowest price. Benefits may include installation or life cycle cost, delivery terms, quality, and reliability, etc.
- E. “Bid” shall mean a written offer to supply goods or services in response to written specifications and submission requirements through the Request for Bid process.
- F. “Bidder” shall mean the name describing the Vendor that is expected to respond or has responded to a solicitation for goods or services through the Request for Bid process.
- G. “Board Resolution” or “Resolution” shall mean a document prepared for Board of Trustees approval describing the anticipated purchase of goods and/or services aligned with threshold amounts in §7. The Board Resolution includes a description, purpose statement, procurement process used, and anticipated amount to be spent.
- H. “Competitive Procurement” shall mean the process of obtaining formal Bids, Proposals, or Statements of Qualifications as a result of advertising or distributing a Request for Bids (RFB), Request for Proposals (RFP), or Request for Qualifications (RFQ) in which an analysis or evaluation process takes place in order to select the best vendor.
- I. “Conflict of Interest” shall mean when the ability to be an objective decision-maker is impaired by his/her own interests, or the interests of family members or business associates. This includes when an individual's personal interests or concerns are inconsistent with the best interest for a customer, or when personal interests are contrary to his/her loyalty to public business.
- i. For example, an attorney, an accountant or a business adviser cannot represent two (2) parties in a dispute and must avoid even the appearance of conflict. A common conflict of interest involves a public employee taking official action or making decisions in matters that directly affect themselves, their family members, and/or their business associates.
- J. “Construction” shall mean the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. Construction does not include the routine operation, repair, or maintenance of existing structures, buildings, or other real property, which are instead intended to be included in “services,” or the installation or procurement of computer or computer-related items or services.
- K. “Contract” shall mean any agreement, regardless of what it is called, for the procurement of supplies, services, or construction. All SWACO contracts shall be evidenced by a written document signed by SWACO.
- L. “Contract Modification” shall mean any written alteration in specifications, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- M. “Credit Card Convenience Fee” shall mean a fee assessed when using a customer credit card for processing payments.
- N. “Designee” shall mean person(s) selected to carry out a duty or role.
- O. “Director” shall mean any Director identified in SWACO’s approved table of organization as designated by the Executive Director.

- P. "Emergency Procurement" shall mean an unexpected need or situation of a serious and urgent nature that requires immediate action and there is not enough time or money to procure goods or services.
- Q. "Exemption" shall mean free from an obligation or liability imposed.
- R. "General Services" shall mean furnishing labor, time, or effort performed by a Contractor requiring specialized knowledge, experience, or expertise. Such services include but are not limited to janitorial, catering, printing, photography, security, lawn maintenance, and equipment maintenance. Services do not include the furnishing of labor by employees, whether through oral or written employment agreements or collective bargaining agreements.
- S. "Goods, Materials, and Supplies" shall mean all tangible property, including but not limited to, merchandise, small equipment, or materials, excluding real property or a permanent interest in real property.
- T. "Governmental Entity" shall mean any department, commission, council, board, bureau, committee, institution, legislative body, agency, Municipal Corporation, county, township, village, or any other subdivision of the State of Ohio or United States of America.
- U. "Governmental Fee" shall mean a fee that is legally required when doing business with another governmental entity.
- V. "Legal Services" shall mean providing advice, counsel, or assistance involving law-related matters.
- W. "Multi-Year Contract" shall mean any contract that includes more than one (1) budget fiscal period.
- X. "Procurement" shall mean buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction.
- Y. "Professional Services" shall mean any service which usually requires advanced training and/or a significant degree of expertise to perform, and which often requires official certification or authorization by the State of Ohio as a condition precedent to the rendering of such service, including but not limited to certified public accountants, financial consultants, insurance consultants, and other professional consultants.
- Z. "Professional Design Services" shall mean services within the scope of practice of an architect or landscape architect registered under Ohio Revised Code Chapter 4703 or a professional engineer or surveyor registered under Chapter 4733 of the Revised Code.
- AA. "Proposal" shall mean a written offer to supply goods or services in response to an RFP or other submission as consideration for performing specified services.
- BB. "Proposer" shall mean a vendor that submits a written offer to supply goods or services in response to an RFP or RFQ.
- CC. "Public Opening" shall mean the electronic download and opening of Vendor submission(s) in response to a Competitive Procurement.
- DD. "Public Utility" shall have the same meaning as the Ohio Revised Code (O.R.C. §5727.01) or if the nature of its operation is a matter of public concern, and membership is indiscriminately and reasonably made available to the general public.
- EE. "Quote" shall mean an estimated cost for a particular job, service, or good.

FF. “Request for Bid” (RFB) shall mean a competitive process for selecting the lowest price for goods or services. Submission to SWACO of sealed bids, public opening of sealed bids, evaluation analysis of the bids, and award of a contract to the Bidder submitting the lowest and best responsive bid.

GG. “Request for Information” (RFI) shall mean a process used for the purpose of gathering written information about a good or service from potential Vendors.

HH. “Request for Proposal” (RFP) shall mean a competitive process used for selecting the best qualified or best quality of goods or services.

II. “Request for Qualification” (RFQ) shall mean a competitive process used for selecting the best qualified or best quality of professional or design services, or complicated general services.

JJ. “Sole Source” shall mean one (1) Supplier has the ability or capability to supply the specified Good or Service and consequently would result in an unproductive Competitive Process. Criteria for determining a Sole Source Supplier (must meet at least one):

1. Staff have researched and found that only one (1) Supplier can provide the Good or Service within the state of Ohio.
2. It has been determined there are no other Supplier alternatives for the Good or Service.
3. Supplier has a patented Good or Service or has a unique and specific skill set.
4. When continuing business with the same Supplier is crucial for maintaining consistency and compatibility.

KK. “Statement of Qualifications” (SOQ) shall mean a written document that details a vendor’s capability for supplying a product, providing a service, or handling a project in response to an RFQ.

LL. “Statement of Work” (SOW) shall mean a document that captures and defines the work activities, deliverables, timeline, and hourly rates that a Vendor must execute in performance of services for a client. The SOW usually includes detailed requirements and pricing, with standard regulatory and governance terms and conditions.

MM. “Subject Matter Expert” (SME) shall mean a person who provides knowledge and expertise in a specific area or topic.

NN. “Submitter” shall mean a Vendor that submits a bid, proposal, or statement of qualification in response to a competitive procurement.

OO. “Vendor, Contractor, or Supplier” shall mean an individual or company that supplies goods and/or services to another company.



Authorizing the Executive Director to execute the sale of bond anticipation notes in a principal amount not to exceed thirty-five million dollars (\$35,000,000.00) for the purpose of financing and reimbursing costs of acquiring, constructing, installing, and equipping solid waste facilities and matters related to such notes.

SWACO has been working with its financial advisor to identify debt issue opportunities, including the issuance of notes to reimburse its newly constructed Fleet and Operations Facility and to finance the future Administrative Office Building/Educational Resource Center. This resolution will authorize the reimbursement of approximately fifteen million dollars (\$15,000,000.00) for the Fleet and Operations Facility and financing of approximately twenty million dollars (\$20,000,000.00) for the new Administrative Office Building/Educational Resource Center, while authorizing the payment for cost of issuance to the various entities involved for this transaction such as bond counsel, underwriters, financial advisor, etc.

Requested by: Patrick O'Block, Senior Accounting and Finance Manager

WHEREAS, by authority of Sections 343.011 and 343.07(B) and (C), and Chapter 133 of the Ohio Revised Code (the "Act"), the Solid Waste Authority of Central Ohio ("SWACO"), a regional solid waste management authority created and existing under Chapter 343 of the Ohio Revised Code ("Chapter 343"), has adopted a general facilities plan pursuant to Section 343.04 of the Ohio Revised Code (as amended and supplemented, the "General Facilities Plan"); and

WHEREAS, SWACO is authorized (a) by the General Facilities Plan to acquire, construct, improve, enlarge, equip, maintain, and operate, and may enter into agreements determined by this Board of Trustees (this "Board") to be necessary for the acquisition, construction, improvement, enlargement, equipment, maintenance, or operation of, SWACO's solid waste facilities included in the General Facilities Plan; and (b) by Chapter 343 to acquire and construct facilities and improvements in the manner provided for in Chapter 343 and to issue its general obligation bonds or notes in accordance with the Act to pay for that part of the cost of such facilities and improvements that are to be borne by the district at large, all in accordance with the applicable provisions of Chapter 343 and the Act; and

WHEREAS, this Board has previously determined that it is necessary to acquire, construct, install and equip the solid waste facilities comprised of an operations and fleet building located or expected to be located at 4109 London Groveport Road, Grove City, Ohio, and an administrative office building and education resource center located or expected to be located at 4339 London Groveport Road, Grove City, Ohio, and all necessary appurtenances thereto (collectively, the "Project") which constitute solid waste facilities included in the General Facilities Plan; and

WHEREAS, this Board desires to issue its general obligation bond anticipation notes pursuant to the Act upon the terms hereinafter set forth in order to finance costs of the Project and to reimburse certain costs of the Project previously advanced by SWACO; and

WHEREAS, the person appointed by this Board as SWACO's treasurer and fiscal officer pursuant to Section 343.01(B)(2) of the Ohio Revised Code (whether such person was appointed on a permanent basis or in a temporary, "acting" capacity, the "Treasurer") and therefore, being SWACO's "fiscal officer" within the meaning of the Act; has heretofore estimated that the life of the Project, being the improvements

and assets to be financed with the proceeds of the notes and bonds hereinafter referred to, is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-eight (28) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board anticipates that debt service on such bonds will be paid from the general revenues of SWACO, and on such notes from proceeds of such bonds or renewal notes and the general revenues of SWACO (collectively, the "Revenues");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SOLID WASTE AUTHORITY OF CENTRAL OHIO, AS FOLLOWS:

SECTION 1. It is hereby determined that the cost of the Project is to be borne by SWACO at large, and that it is necessary to issue bonds of SWACO in a principal amount not to exceed thirty-five million dollars (\$35,000,000.00) for the purpose of financing and reimbursing part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Act. Such bonds shall be dated approximately December 1, 2026, shall bear interest at the rate of approximately six percent (6%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty-eight (28) years. This Board hereby affirms the matters described in the preamble to this Resolution and determines that the improvements comprising the Project constitute a group or category of permanent improvements (a) for the same enterprise or system, (b) for or devoted to the same general purpose, function, or use, or (c) for which "self-supporting securities" (as defined in the Act), may be issued.

SECTION 2. It is hereby determined that notes (hereinafter called the "Notes") in a principal amount of not to exceed thirty-five million dollars (\$35,000,000.00) shall be issued in anticipation of the issuance of such bonds. The Notes shall (i) be issued in one or more series but in the aggregate shall not exceed such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance, (iv) bear interest at a rate per annum not exceeding six percent (6%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of one hundred thousand dollars (\$100,000.00) or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office the Senior Accounting and Finance Manager or the designated office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by any one or more of the Chair of this Board, the Executive Director, the Treasurer, or the Senior Accounting and Finance Manager without further action of this Board in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

SWACO and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither SWACO nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Solid Waste Facility Bond Anticipation Notes, Series 2025 (Building Projects)" or such other designation as may be set forth in the Certificate of Award.

The Notes may be subject to redemption prior to maturity at the option of SWACO upon such terms, at such times and at such price (but in any case, not greater than one hundred three percent (103%)) of the principal amount of the Notes to be redeemed plus accrued interest to the redemption date), as may be determined in the Certificate of Award without further action of this Board.

If fewer than all of the outstanding Notes of a single maturity are called for redemption, the selection of Notes to be redeemed, or portions thereof in amounts equal to the smallest then outstanding Authorized Denomination (the "Minimum Authorized Denomination") or any integral multiple thereof, shall be made by lot by the Paying Agent and Registrar in any manner which the Paying Agent and Registrar may determine. In the case of a partial redemption of Notes when Notes of denominations greater than the Minimum Authorized Denomination are then outstanding, each Minimum Authorized Denomination unit of face value of principal thereof shall be treated as though it were a separate Note of the denomination of the Minimum Authorized Denomination. If one or more, but not all, of such Minimum Authorized Denomination units of face value represented by a Note are to be called for redemption, then upon notice of redemption of a Minimum Authorized Denomination unit or units, the registered holder of that Note shall surrender the Note to the Paying Agent and Registrar (a) for payment of the redemption price for the Minimum Authorized Denomination unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered holder thereof, of a new Note or Notes of the same series, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Note surrendered.

The notice of call for redemption of Notes shall identify (i) by designation, letters, numbers or other distinguishing marks, the Notes or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Paying Agent and Registrar on behalf of SWACO by mailing a copy of the redemption notice by certified mail, return receipt requested, at least thirty (30) days prior to the date fixed for redemption, to the Note Registrar and to the registered holder of each Note subject to redemption in whole or in part at such registered holder's address shown on the Note registration records on the fifteenth (15th) day preceding that mailing. Failure to receive notice by mailing or any defect in that notice regarding any Note, however, shall not affect the validity of the proceedings for the redemption of any Note. Notice having been mailed in the manner provided above, the Notes and portions thereof called for redemption shall become due and payable on the redemption date and on such redemption date, interest on such Notes or portions thereof so called shall cease to accrue; and upon presentation and surrender of such Notes or portions thereof at the place or places specified in that notice, such Notes or portions thereof shall be paid at the redemption price, including interest accrued to the redemption date.

SECTION 3. The Notes shall bear the signatures of any two (2) of the Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager, provided that either or both of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this Resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 4. The Notes shall be sold to KeyBanc Capital Markets Inc. or any other persons or entities (each, a "Purchaser") at not less than ninety-seven percent (97%) of the principal amount thereof, plus accrued interest to the date of delivery, as determined in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which any one (1) or more of the Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager are hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on general obligation securities of SWACO in the manner provided by law.

The Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager, and any other appropriate officers or employees of SWACO are each hereby separately authorized to make arrangements for the issuance and delivery of the Notes to the Purchaser in consideration of the Purchaser's payment therefor, to give all appropriate notices and certificates and to take all actions necessary to effect the due issuance, execution and delivery of the Notes. It is hereby determined that the price for and the terms of the Notes, and the sale thereof, all as provided in this Resolution, are in the best interest of SWACO and in compliance with all legal requirements.

If so required by the Purchaser, the Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of SWACO to be conclusive evidence of such authorization and approval. If the Purchaser requests a Purchase Agreement be executed in connection with the issuance and sale of the Notes, the Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, the Senior Accounting and Finance Manager and any other appropriate officers or employees of SWACO designated by the Executive Director, the Assistant Executive Director are each hereby separately authorized to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of such Bonds to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the such pursuant to the provisions of the related Purchase Agreement.

SECTION 5. The Notes shall be the full general obligations of SWACO, and the full faith, credit and revenue of SWACO are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 6. During the year or years while the Notes run there shall be levied upon all of the taxable property in SWACO in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however,

that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and such bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated. Such tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Such tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from such tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which shall be pledged irrevocably for the payment of the principal and interest of the Notes, or the bonds in anticipation of which the Notes are issued, when and as the same fall due.

SECTION 7. The Notes may be sold in one (1) or more federally tax-exempt or taxable series as provided in the Certificate of Award. This Board hereby covenants that it will restrict the use of the proceeds of any Notes designated as "Tax-Exempt Notes" in the Certificate of Award in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation, including any expenditure requirements, investment limitations or rebate requirements. If issued as "Tax-Exempt Notes" and without limiting the generality of the foregoing, this Board represents and covenants that:

(a) SWACO will not directly or indirectly use or permit the use of any proceeds of the Tax-Exempt Notes or any other funds of SWACO, or take or omit to take any action that would cause the Tax-Exempt Notes to be "arbitrage bonds" within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"). To that end, SWACO will comply with all requirements of Sections 103(b)(2) and 148 of the Code to the extent applicable to the Tax-Exempt Notes. In the event that at any time SWACO is of the opinion that for purposes of this sub-section (a) it is necessary to restrict or limit the yield on the investment of any moneys held by the Paying Agent and Registrar, the Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager shall so instruct the Paying Agent and Registrar in writing, and the Paying Agent and Registrar shall take such action as may be necessary in accordance with such instructions. The Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, the Senior Accounting and Finance Manager, or any other officer having responsibility with respect to the issuance of the Tax-Exempt Notes is authorized and directed to give an appropriate certificate on behalf of SWACO on the date of delivery of the Tax-Exempt Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder, and to execute and deliver on behalf of SWACO an IRS Form 8038-G in connection with the issuance of the Tax-Exempt Notes.

(b) SWACO agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code. This covenant shall survive payment in full or defeasance of the Tax-Exempt Notes.

(c) So long as the Tax-Exempt Notes, or any obligations issued to refund the Tax-Exempt Notes, remain unpaid, SWACO will not operate or use, or permit the operation or use of, the Project or any part thereof in any trade or business carried on by any person within the meaning of the Code which would cause the Tax-Exempt Notes to be "private activity bonds" within the meaning of Section 141 of the Code.

SECTION 8. The law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to SWACO to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with a written agreement which the Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, and the Senior Accounting and Finance Manager are each hereby separately authorized to execute and deliver on behalf of SWACO, in such form as may be approved by such officers. The approval of such form by such officer(s) shall be conclusively evidenced by the execution of such agreement by such officer(s). Such law firm shall be compensated by SWACO for the above services in accordance with such written agreement.

The Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, and the Senior Accounting and Finance Manager are hereby separately, alone or with others, authorized to make arrangements with Bradley Payne Advisors, LLC to serve as financial advisor to SWACO for the Notes, and such firm is hereby appointed to serve in such capacity.

SECTION 9. The Chair of this Board, the Executive Director, the Assistant Executive Director, Treasurer, and the Senior Accounting and Finance Manager are hereby separately authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer(s) may approve, the execution thereof by such officer(s) to be conclusive evidence of such authorization and approval.

SECTION 10. For purposes of this Resolution, the following terms shall have the following meanings:

“Book entry form” or “book entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry maintained by others than SWACO is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this Resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable,

except for transfer to another Depository or to another nominee of a Depository, without further action by SWACO. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in SWACO's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this Resolution.

The Paying Agent and Registrar may, with the approval of SWACO, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and to SWACO. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes and to SWACO. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Resolution.

The Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, and the Senior Accounting and Finance Manager are separately authorized and directed, alone or with others, and without further action of this Board to execute, acknowledge and deliver, in the name of and on behalf of SWACO, a blanket letter agreement between SWACO and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions as such officer(s) deems appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, SWACO and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this Resolution. If SWACO and the Paying Agent and Registrar do not or are unable to do so, SWACO and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by SWACO or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 11. SWACO is hereby authorized to participate in the Ohio Market Access Program – Note Wrap - offered by the Treasurer of the State of Ohio (the “Program”), provided that (a) participation in the Program is in the best interests of SWACO and (b) any one or more of the Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager affirmatively elect to participate in the Program, which election may be made in the Certificate of Award.

SECTION 12. The Standby Note Purchase Agreement (the “Standby Purchase Agreement”) required as part of the Program is hereby authorized in the form presented to this Board with such changes not materially adverse to SWACO as may be approved by the authorized signatories of SWACO executing the Standby Purchase Agreement, as provided in this Resolution. This Board and SWACO acknowledge the agreement of the Treasurer of State in the Standby Purchase Agreement that, in the event SWACO is unable to repay the principal amount and accrued and unpaid interest of the Notes at maturity, whether

through its own funds or through the issuance of other obligations of SWACO, the Treasurer of State agrees (a) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (b) to purchase renewal notes of SWACO in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at a rate of the lower of the maximum interest rate provided by law or the one- (1)-year MMD (Municipal Market Data) Index for "AAA"-rated obligations plus four hundred (400) basis points (or such other rate methodology in effect as part of the Program), maturing not more than one (1) year after the date of their issuance, and being prepayable at any time with thirty (30) days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes SWACO shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid, and binding general obligations of SWACO, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes levied within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by SWACO and (ii) interest on the renewal notes is excludible from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the same extent that interest on the Notes is so excluded.

In addition, this Board and SWACO acknowledge that the Treasurer of State will establish an "After Maturity Interest Rate," as generally provided for as part of the Program and as specifically provided for within the Standby Purchase Agreement.

The Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager, as the officers signing the Notes, are authorized to take all actions that may in their judgment reasonably be necessary to provide for such Standby Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of such Standby Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Notes for purchase by the Treasurer of State at stated maturity.

This Board hereby authorizes further representations, warranties, and/or covenants to be made regarding SWACO's participation in the Program by virtue of the election of the Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager and other Program documents, subject to review and approval by legal counsel to SWACO.

SECTION 13. The Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, the Senior Accounting and Finance Manager, or any other officer, employee or agent of SWACO, are each hereby separately authorized, alone or with others, to apply for a rating from one or more national rating services with respect to the Notes if there is a determination in the Certificate of Award to obtain such a rating, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the fees and expenses relating to any such rating from the proceeds of the Notes is hereby authorized.

SECTION 14. The Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager, acting alone or together, are each further authorized to apply for a municipal bond insurance policy with respect to the Notes, and to accept a commitment therefor, if the Purchaser should recommend the same, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the premium and expenses relating to any such insurance policy from the proceeds of the Notes is hereby authorized if the Chair of this Board, the Executive Director, the Assistant Executive Director, the Treasurer, or the Senior Accounting and Finance Manager determines in the Certificate of Award that the present value of the interest cost savings on the

Notes resulting from the insurance policy is greater than the premium to be charged for the insurance policy, which determination shall be conclusive.

SECTION 15. The Secretary, the Treasurer, the Senior Accounting and Finance Manager, or any other officer, employee or agent of SWACO designated by the Executive Director, the Executive Director or the Assistant Executive Director is hereby directed to forward a certified copy of this Resolution to the county auditor of each county in which any part of SWACO's territory is located.

SECTION 16. This Board determines that (a) all acts, conditions and things necessary to be performed by SWACO or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of SWACO have been performed and have been met, or will, at the time of delivery of the Notes to the Purchaser, have been performed and have been met, in regular and due form as required by law; (b) the full faith, credit and general taxing power (as described in Sections 5 and 6 hereof) of SWACO are hereby irrevocably pledged for the timely payment of the payment of principal and interest on the Notes when due; and (c) no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in issuing the Notes. All actions hereto taken by officers and employees of this Board and SWACO in connection with the prior expenditures for portions of the Project are hereby approved, ratified and confirmed. Any references herein to officers or employees of SWACO shall include those persons holding such offices or positions on an "interim" or "acting" basis.

SECTION 17. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 18. This Resolution shall take effect immediately upon its adoption.

Date Approved: September 9, 2025

Vote:
For: 5 Against: 0 Abs: 1



Susan Tilgner
Chair, Board of Trustees



Rebecca L. Egelhoff, Secretary

Approved as to Form: 

Rebecca L. Egelhoff, Director of Legal Affairs

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Resolution No. 045-25.



Rebecca L. Egelhoff, Secretary

63589665

Resolution Summary

Resolution 045-25: Authorizing the Executive Director to execute the sale of bond anticipation notes in a principal amount not to exceed thirty-five million dollars (\$35,000,000.00) for the purpose of financing and reimbursing costs of acquiring, constructing, installing, and equipping solid waste facilities and matters related to such notes.

Requested by: Patrick O'Block. Senior Accounting and Finance Manager

Summary

- This resolution authorizes the issuance of bond anticipation notes not to exceed thirty-five million dollars (\$35,000,000.00).
- The funds will be used to reimburse solid waste facilities of approximately fifteen million dollars (\$15,000,000.00) for the Fleet/Operations Building and approximately twenty million dollars (\$20,000,000.00) for the new Administration Office Building/Educational Resource Center, while paying the cost of issuance.

Purpose & Goals

- The resolution will enable funds to be allocated to the projects mentioned above and allow SWACO to issue bonds in the future.

Process Used:

- Cooperative Purchasing Competitive Process
- Sole Source/Best Interest Intergovernmental Cooperative Services Agreement
- SWACO utilized its financial advisor and bond counsel. SWACO issued an RFP for underwriting services.

Fiscal Impact

Funding for this resolution is provided by:

- Operating Budget Capital Improvement Plan Capital Equipment Plan Capital Outlays Plan
- SWACO will receive funds to be spent on projects that were planned in the Capital Improvement Plan.

Future Action Anticipated

- SWACO met with its financial advisor to identify funding mechanisms, then issued an RFP to solicit firms interested in serving as underwriter for the issuance of bond anticipation notes. SWACO selected KeyBanc Capital Markets to provide underwriting services.



Authorizing the Executive Director to modify the contract with Environmental Enterprises, Inc., for the purchase of household hazardous waste services, waive the procurement requirements, and expend an additional seven hundred fifty thousand dollars (\$750,000.00), for a total amount not to exceed two million eight hundred fifty thousand dollars (\$2,850,000.00).

SWACO provides Household Hazardous Waste (“HHW”) services to residents within its jurisdiction as prescribed by the Solid Waste Management Plan. These services enable residents to responsibly dispose of HHW materials at no charge by dropping them off at a permanent collection facility throughout the year or during mobile collection events that are held seasonally.

For many years, SWACO has provided HHW services through a contract with the current vendor, Environmental Enterprises Inc. (“EEI”). EEI is the only vendor that currently operates a facility available to the public for the drop-off of HHW materials, and in 2024, expanded available hours at that facility to five (5) days a week and the first Saturday of each month. This year, a collection of additional materials are now available at that location, such as food waste, polystyrene, and scrap metal. Collection of these materials are being made outside of the contract with EEI, but SWACO is able to take advantage of the location in order to provide another place for people to properly recycle those items.

In order to maintain continuity of services for residents, staff recommends adding additional funds to the existing contract with EEI while the RFP process is completed and a new contract is established. Pursuant to SWACO’s Procurement Policy, the Board can waive procurement requirements if it is in the best interest of SWACO and/or if it is determined that only one (1) vendor is capable of supplying the required goods or services.

Staff therefore recommends the Board authorize the Executive Director to extend the contract with EEI for the purchase of household hazardous waste services and expend an additional seven hundred fifty thousand dollars (\$750,000.00), for a total amount not to exceed two million eight hundred fifty thousand dollars (\$2,850,000.00).

Requested by: Andrew Booker, Senior Programs Manager

BE IT RESOLVED by the Board of Trustees of the Solid Waste Authority of Central Ohio that:

1. The Executive Director is authorized to modify the contract with Environmental Enterprises Inc., for the purchase of household hazardous waste services and expend an additional seven hundred fifty thousand dollars (\$750,000.00), for a total amount not to exceed two million eight hundred fifty thousand dollars (\$2,850,000.00).
2. Pursuant to Section 10(a)(b) of the SWACO Procurement Policy, the Board may waive the procurement requirements if it is in the best interest of SWACO, or it is determined that only one (1) vendor is capable of supplying the required goods and services as contained in Section 7 of said policy.
3. This resolution shall be in full force and effect from and immediately upon its adoption.

Date Approved: September 9, 2025

Susan Tilgner
Susan Tilgner
Chair, Board of Trustees

Vote:
For: 6 Against: 0 Abs: 0

Rebecca L. Egelhoff
Rebecca L. Egelhoff, Secretary

Approved as to Form:

Rebecca L. Egelhoff
Rebecca L. Egelhoff, Director of Legal Affairs

Resolution Summary

Resolution 046-25: Authorizing the Executive Director to modify the contract with Environmental Enterprises, Inc., for the purchase of household hazardous waste services, waive the procurement requirements, and expend an additional seven hundred fifty thousand dollars (\$750,000.00), for a total amount not to exceed two million eight hundred fifty thousand dollars (\$2,850,000.00).

Requested by: Andrew Booker, Senior Programs Manager

Summary

- Staff requests additional funds for the contract with Environmental Enterprises, Inc., for the continuation of household hazardous waste collection and processing services.

Purpose & Goals

- SWACO's HHW program is one of its longest-standing programs and provides the only opportunity for residents in SWACO's jurisdiction to properly dispose of a wide variety of household hazardous materials. It directly supports SWACO's mission to champion transformational diversion programs & safe disposal of the waste stream.

Process Used:

- Cooperative Purchasing Competitive Process
- Sole Source/Best Interest Intergovernmental Cooperative Services Agreement
- SWACO's current contract with EEI was established in 2023 and expires on December 31, 2025. However, at the current participation levels in the HHW program, the contract will not have sufficient funds to provide services until the end of the year. Later in September, SWACO will issue an RFP for permanent and mobile HHW services commencing at the termination of the existing contract.

Fiscal Impact

Funding for this resolution is provided by:

- Operating Budget Capital Improvement Plan Capital Equipment Plan Capital Outlays Plan

Future Action Anticipated

- Issuance of an RFP for HHW services and establishment of a new contract(s) for collection and processing of HHW for SWACO's District.



Authorizing the Executive Director to enter into a contract with Best One Tire & Service of Mid America, Inc. for the purchase of tires and related services and expend an amount not to exceed five hundred thousand dollars (\$500,000.00).

SWACO owns and operates light, medium, and heavy-duty vehicles, trucks, and construction equipment at the Franklin County Sanitary Landfill ("FCSL") and transfer stations. These vehicles and equipment require various types of tires and, in some cases, specialized parts and services, in order to maintain the machines properly and safely.

The State of Ohio and Sourcewell competitively bid and awarded contracts to five (5) tire brands: Bridgestone, Firestone, Goodyear, Hankook, and Michelin. Best One Tire & Service is a local, authorized dealer for all five (5) brands and is honoring the State and Sourcewell contracts. As provided in the SWACO Procurement Policy, when purchasing from a cooperative purchasing contract, the competitive procurement process has already been fulfilled.

Staff therefore recommends the Board authorize the Executive Director to enter into a contract with Best One Tire & Service of Mid America Inc. for tires and related services and expend an amount not to exceed five hundred thousand dollars (\$500,000.00).

Requested by: Dean Headley, Fleet Manager

BE IT RESOLVED by the Board of Trustees of the Solid Waste Authority of Central Ohio that:


1. The Executive Director is authorized to execute a contract with Best One Tire & Service of Mid America Inc. for the purchase of tires and related services and expend an amount not to exceed five hundred thousand dollars (\$500,000.00).
2. This resolution shall be in full force and effect from and immediately upon its adoption.

Date Approved: September 9, 2025

Vote:
For: 6 Against: 0 Abs: 0



Susan Tilgner
Chair, Board of Trustees



Rebecca L. Egelhoff, Secretary

Approved as to Form:



Rebecca L. Egelhoff, Director of Legal Affairs

RESOLUTION SUMMARY

Resolution 047-25: Authorizing the Executive Director to enter into a contract with Best One Tire & Service of Mid America, Inc. for the purchase of tires and related services and expend a total amount not to exceed five hundred thousand dollars (\$500,000.00).

Requested by: Dean Headley, Fleet Manager

Summary

- Staff will utilize Best One Tire & Service to purchase tires at both Sourcewell and the State of Ohio pricing.

Purpose & Goals

- The continued purchase of tires and related supplies directly affects the Operations team's productivity goals in transferring solid waste from the transfer stations to the landfill daily.
- Proper maintenance of its equipment is part of SWACO's commitment to the safety of its employees and the community.

Process Used:

- Cooperative Purchasing Competitive Process
- Sole Source/Best Interest Intergovernmental Cooperative Services Agreement
- The State of Ohio (RSC0022683) and Sourcewell competitively bid contracts for tires and related services from several tire manufacturers. Best One serves as the authorized dealer for all five (5) manufactured brands that were awarded contracts.

Fiscal Impact

Funds to cover this expenditure were included in the 2025 Operating Budget in the major account category Vehicle Expenses. The total Vehicle Expenses for 2025 are budgeted at seven million seven hundred forty-one thousand dollars (\$7,741,000.00). Multi-year contracts will include funds to be budgeted for subsequent years to cover contractual obligations.

- Operating Budget Capital Improvement Plan Capital Equipment Plan Capital Outlays Plan

Future Action Anticipated

- None anticipated at this time.

BRIDGESTONE



Firestone



GOODYEAR



HANKOOK
driving emotion



SWACO
FROM WASTE TO RESOURCES



Authorizing the Executive Director to enter into a contract with Roberts Service Group, Inc. for the electrical construction of the West of Young Road Borrow Area Development project at the Franklin County Sanitary Landfill and expend an amount not to exceed four hundred twenty thousand dollars (\$420,000.00).

As part of the Permit to Install for the Franklin County Sanitary Landfill ("FCSL"), the OEPA approved the West of Young Road ("WYR") Borrow Area Development project ("Project"). Soils from the Project are used for recompacted soil liner and perimeter berms in cell construction, as well as daily and transitional cover for daily operations at the FCSL. To date, SWACO has installed a Young Road crossing, laydown area, and perimeter security fence. The remaining needs for the Project, which will be included in the scope of work for this contract, are overhead lighting, security camera, and laydown area power receptacles for heavy equipment, and an electric dewatering pump.

Pursuant to SWACO's Procurement Policy, Staff advertised a Request for Bid ("RFB") for this Project. One (1) bid was received, and after review, Roberts Service Group, Inc. was deemed the lowest and best responsive bidder.

Staff therefore recommends the Board authorize the Executive Director to enter into a contract with Roberts Service Group, Inc. for the electrical construction of the WYR Borrow Area Development project at the Franklin County Sanitary Landfill and expend an amount not to exceed four hundred twenty thousand dollars (\$420,000.00).

Requested by: Chad Bellenie, Environmental Project Administrator

BE IT RESOLVED by the Board of Trustees of the Solid Waste Authority of Central Ohio that:

1. The Executive Director is authorized to execute a contract with Roberts Service Group, Inc. for the electrical construction of the West of Young Road Borrow Area Development project at the Franklin County Sanitary Landfill and expend an amount not to exceed four hundred twenty thousand dollars (\$420,000.00).
2. This resolution shall be in full force and effect from and immediately upon its adoption.

Date Approved: September 9, 2025

Vote:
For: 6 Against: 0 Abs: 0


Susan Tilgner
Chair, Board of Trustees


Rebecca L. Egelhoff, Secretary

Approved as to Form:


Rebecca L. Egelhoff, Director of Legal Affairs

Resolution Summary

Resolution 048-25: Authorizing the Executive Director to enter into a contract with Roberts Service Group, Inc. for the electrical construction of the West of Young Road Borrow Area Development project at the Franklin County Sanitary Landfill and expend an amount not to exceed four hundred twenty thousand dollars (\$420,000.00).

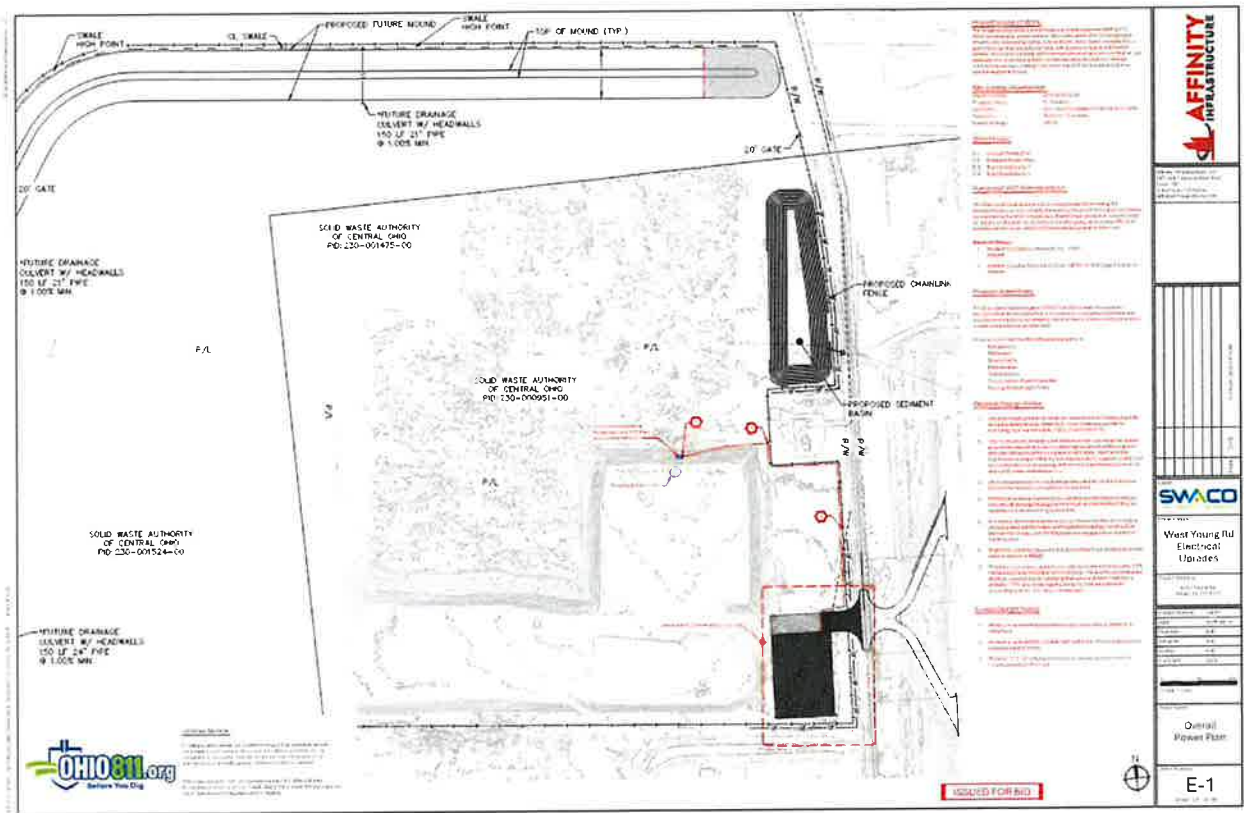
Requested by: Chad Bellenie, Environmental Project Administrator

Summary

- The Project includes installation of an electrical equipment rack, overhead lights, security camera, power receptacles, and an electric dewatering pump to complete the WYR Borrow Area Development for the near future.
- This Project will serve to fulfill SWACO's vision of a sustainable future for the region through environmental stewardship and safe disposal of the waste stream.
- The amount proposed herein includes a ten percent (10%) contingency in addition to the original bid.



Project Area



Project Area

Purpose & Goals

- **Environmental Goals:** The electric dewatering pump will eliminate the need for diesel fuel.
- **Operational Goals:** Allows for safe storage of heavy equipment and automatic dewatering of the borrow area.
- **Financial Goals:** Long term usage of the electric dewatering pump will reduce operating costs by reducing the number of manhours needed to operate compared to a diesel pump and eliminate the need for diesel fuel.

Process Used:

- Cooperative Purchasing Competitive Process
- Sole Source/Best Interest Intergovernmental Cooperative Services Agreement
- Pursuant to SWACO’s Procurement Policy, a Request for Bid was publicly advertised to determine the lowest and best responsive bidder to provide electrical construction services for the Project.
- SWACO received bids from one (1) company: Roberts Service Group, Inc.
- Roberts Service Group, Inc. was determined to be the lowest and best responsive.

Fiscal Impact

- Funds to cover this expenditure were included in the 2025 Capital Improvement Plan.
- Operating Budget Capital Improvement Plan Capital Equipment Plan Capital Outlays Plan

Future Action Anticipated

- No further action is anticipated.



Authorizing the Executive Director to settle the litigation entitled *Morton v. SWACO* and expend a settlement payment in the amount of ninety thousand dollars (\$90,000.00).

On November 12, 2024, Plaintiff Roshod Morton filed a complaint in the Franklin County Court of Common Pleas, Case No.: 24CV11-8705 against Defendant SWACO for negligence relating to an incident from 2022 that occurred at the Jackson Pike Transfer Station ("Pending Litigation"). The incident that is the subject matter of the Pending Litigation involves personal injuries allegedly sustained as a result of a vehicle accident.

The parties paused the Pending Litigation's discovery phase in order to limit each party's respective legal fees while they attempted settlement discussions. After extensive negotiations and in order to avoid the expense and uncertainty of further litigation, Staff recommends the Board authorize the Executive Director to expend the amount of ninety thousand dollars in order to settle the Pending Litigation.


Requested by: Rebecca Egelhoff, Director of Legal Affairs

BE IT RESOLVED by the Board of Trustees of the Solid Waste Authority of Central Ohio that:

1. The Executive Director is authorized to settle the litigation entitled *Morton v. SWACO* and expend ninety thousand dollars (\$90,000.00).
2. This resolution shall be in full force and effect from and immediately upon its adoption.

Date Approved: September 9, 2025


Vote:
For: 5 Against: 0 Abs: 1



Susan Tilgner
Chair, Board of Trustees



Rebecca L. Egelhoff, Secretary

Approved as to Form: 

Rebecca L. Egelhoff, Director of Legal Affairs