Addendum No. 1

Request for Proposals to Provide Household Hazardous Waste Collection and Processing Services

Posted: October 26, 2026

This Addendum No. 1 shall be considered part of the Request for Proposals to Provide Household Hazardous Waste and is intended to correct, change, and/or add to the documents described below. Please make sure to complete the *Addenda Acknowledgement* form included in the *Required Forms* (Exhibit B).

Please note that a new link has been generated to upload proposals for the RFP to provide

https://swaco.sharefile.com/r-r0122c65a16864fec965c072fba20eb09

A pre-submission meeting was held for this RFP Project on October 21, 2026. Attached to Addendum No. 1 is the attendee list and the presentation given during the meeting. Listed below are the questions and answers from the pre-submission meeting:

Question #1: *In the hub and spoke model, is the hub the permanent facility?*

Answer: The hub could be either the permanent facility or conceivably a non-public facility (not the permanent facility). The RFP is structured in a way that a Proposer could submit on all components of the RFP or just one (1) piece of it, such as the hub and spoke model. If a Proposer were submitting on multiple pieces, and was successful in award on the permanent facility, it could make sense that the permanent facility would serve as the hub. But it is also conceivable that a Proposer could have a non-public facility where they manage hazardous materials that could be used as the hub. So, the hub does not have to be a permanent facility or available to the public. It could conceivably be a separate facility

Question #2: *Is it mandatory that latex paint would be accepted*

Answer: Latex is accepted at this point in time. We understand why many HHW programs don't collect it at all, and we make sure that residents know that a viable option is to solidify latex paint and put it in their trash. We would expect that a fee would continue to be charged for accepting it. However, we are always hesitant to eliminate an option when residents are trying to do the right thing with a material. So, while we might consider it, it would be unlikely that we would not accept latex paint under the new contract.

Question #3: *Who is the current vendor?*

Answer: Environmental Enterprises, Inc.

Question #4: *And do you know, are they using their own facility, are they using a leased facility?*

Answer: They are using their own facility.

Question #5: *If we were to FOIA to get current pricing, is that feasible that that would be responded to? I would like to get a copy of the current contract with pricing.*

Answer: Yes, it would be responded to. However, it is not necessary to use an FOIA request to receive pricing. We can provide it as part of the RFP question and answer process. A copy of the current contract is attached to this addendum.

Question #6: *For whatever reason, I didn't get contacted on the issuance of the RFP. Is there some way I can get my name added?*

Answer: Generally, any potential person can sign up for notifications by checking the box for "Notifications of Bid Opportunities" at: https://www.swaco.org/about-us/contact-us/sign-up-for-our-newsletter/

However, by downloading the RFP Document or participating in the pre-submission meeting, you will automatically receive addendum and notifications related to this RFP as they are released.

Listed below are additional questions received after the pre-submission meeting with answers from SWACO:

Question #7: *I have read through the Household Hazardous Waste - Collection and Processing Rebid – Project No. 8135 as I have a request and a question and I do not see a contact Person or e-mail address on whom to address it to. Can I get some guidance on who this person for the questions is and their e-mail address?*

Answer: The RFP documents state that all questions are to be directed to SWACO Procurement at procurement@swaco.org. Please see the Public Notice and Section V of the RFP Document, and the introductory information in the project posting on SWACO's website.

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Attachments: RFP Pre-submission meeting presentation and attendees
Current copy of the HHW Collection and Processing contract

The deadline for questions relating to this RFP is 4:00 p.m., October 27, 2026

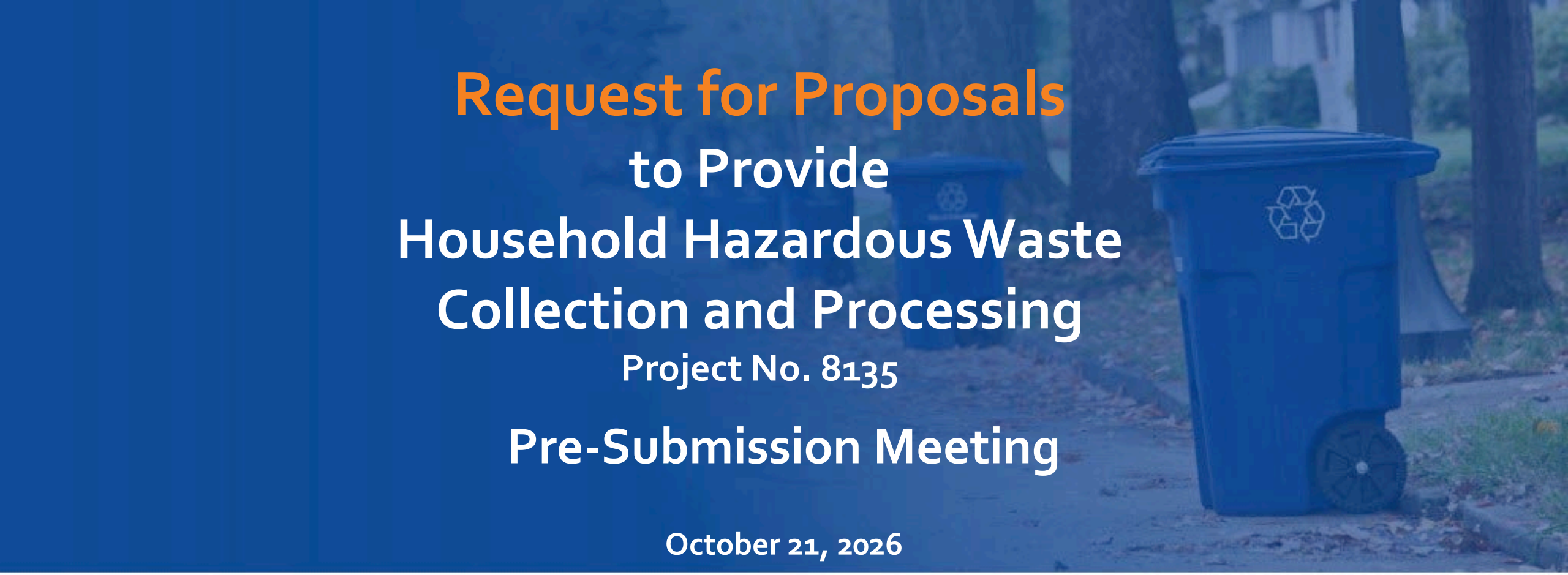
Proposals are due no later than 1:30 p.m., November 4, 2026.

+ + This completes Addendum No. 1 + +
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RFP to Provide Household Hazardous Waste Collection and Processing

Project No. 8135
Virtual Pre-submission Meeting
October 21, 2026
Meeting Attendees

Name	Company	Email Address
Andrew Booker	SWACO	andrew.booker@swaco.org
Amy Densborn		amy.densborn@swaco.org
Sheryl Cunningham		sheryl.cunningham@swaco.org
Brian DePeel	Environmental Enterprises, Inc.	bdepeel@eeienvcorp.onmicrosoft.com
Ashley Rader,	Arcwood Environmental	ARader@arcwoodenviro.com
Colin McCarthy	Clean Harbors	mccarthy.colin@cleanharbors.com
Kathy Mukavetz	Arcwood Environmental	KMukavetz@arcwoodenviro.com
Cynthia McCall	Clean Harbors	mccall.cynthia@cleanharbors.com
John W.	(Unverified)	



Request for Proposals

to Provide Household Hazardous Waste Collection and Processing

Project No. 8135

Pre-Submission Meeting

October 21, 2026

SWACO
FROM WASTE TO RESOURCES

Presentation & Discussion

- SWACO Overview
- SWACO Household Hazardous Waste Program
- RFP Details
  - Permanent Location
  - Mobile Events
  - Hub-and-spoke collection
- Timeline
- Questions

Solid Waste Authority of Central Ohio

- Est. 1989
- Public entity
- Jurisdiction is Franklin County
- 1.3 mil residents
- Diversion & Safe Disposal







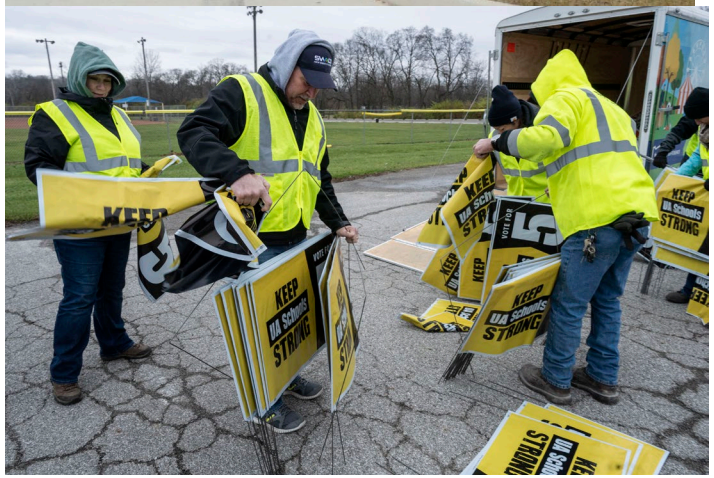




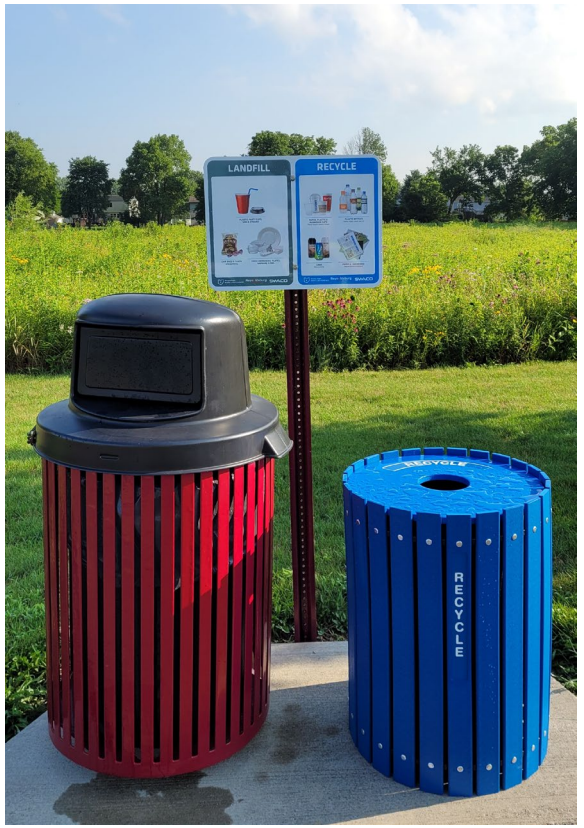




Source: Clintonville Spotlight











Current Programs and Services

Community Programs

- Community Consortiums & Contract Assistance
- Recycling Cart Grant
- Recycle Right Education
- HHW Events
- Electronics Recycling
- ECTF
- Annual Community Data Collection

School Programs

- School Consortium for Recycling and Solid Waste Collection
- School Recycling Education and Outreach Resources
- School Recycling Champions
- School District Recycling Champions
- School Food Waste Prevention Education and Outreach Resources

Business Program

- Webinars/Newsletters
- Outreach Events
- Business Networking
- Pass Through Grant
- Champions Program
- 614 Certified
- Diversion Programs & Projects
- Multifamily Program

Grant Programs

- Community Waste Reduction Grant
- Event Waste Reduction Grant
- Special Project Grants includes Targeted/Priority Grants
- Support, collaboration, and outreach to Communities, Non-Profits, and Schools

Food Waste Initiative

- Composting Infrastructure
- Awareness & Education Campaigns and Activities
- Technical Assistance & Incentives
- Community, Business, & School Engagement
- Compost Collection and Drop-off
- Research, Pilot Projects, Collaboration

Outreach & Landfill Tours

- School Groups & Field Trips
- Community Groups & Organizations
- Presentations, Workshops, and Tabling
- Education Partnerships
- New Education Center

Operational & Other

- HHW, Drop-off. & Convenience Center

SWACO's Current HHW Program

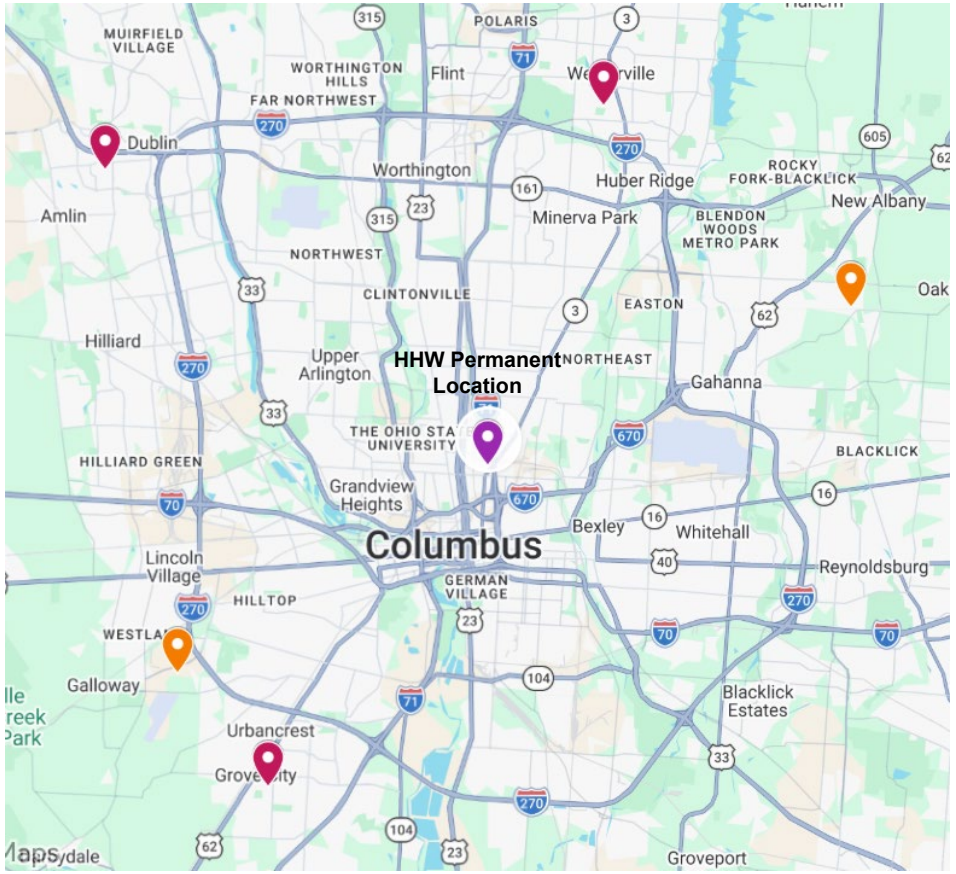
- 1 Permanent Location
- 3 – 4 Mobile Events

SWACO's HHW Program

- Permanent Location
  - Centrally Located
    - 645 E. 8th Ave, Columbus OH 43210
  - Open 9 – 5, M-F
  - Open 9 – 2 First Saturday of the Month

  - Services about 25- 65 cars/day
  - Receives about 550,00 – 700,000 lbs./yr

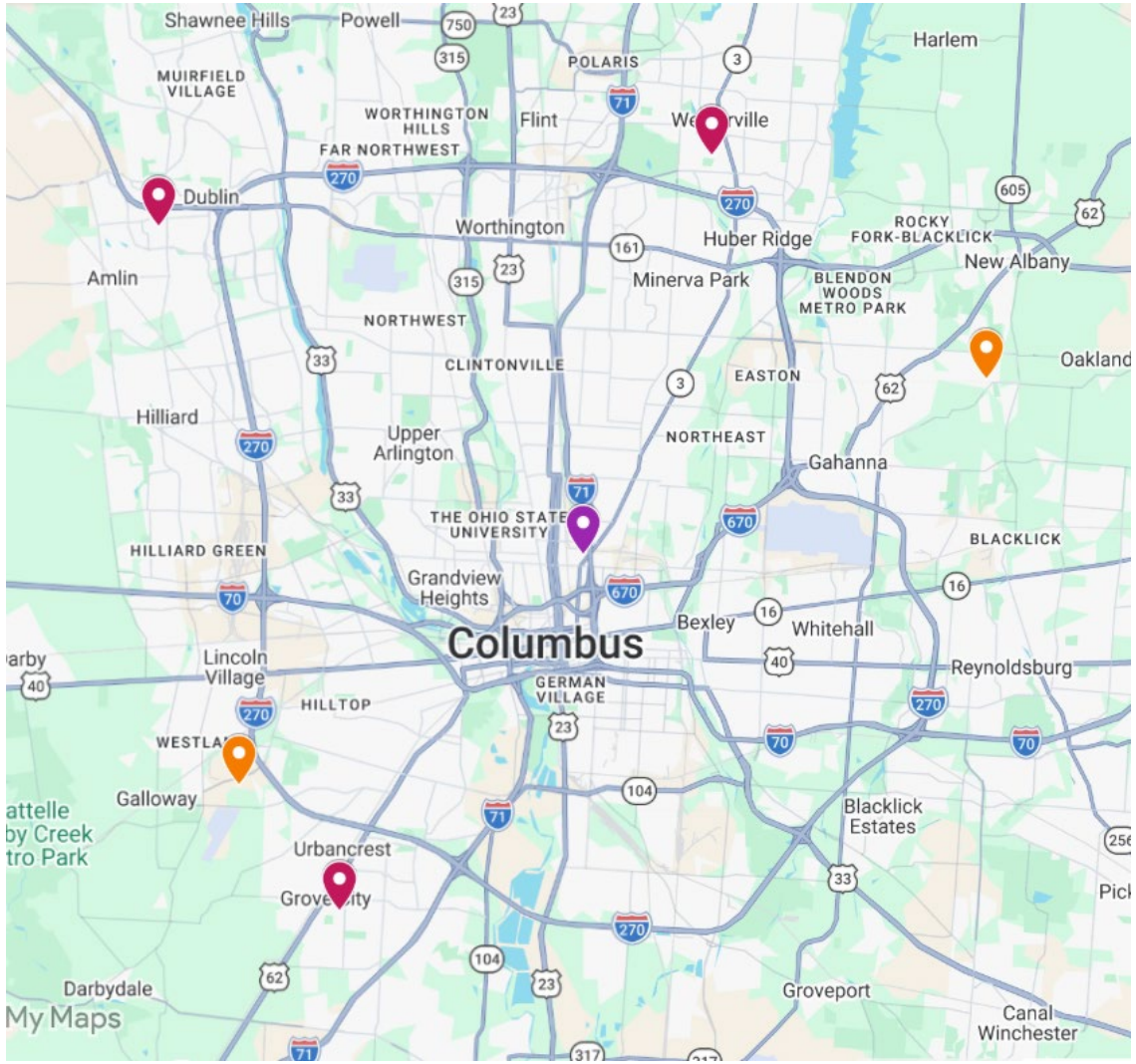
  - SWACO does not own or lease the property



SWACO's HHW Program

- Mobile Events
  - 3-4 yr
    - NW, NE, SW areas
  - 500 – 1,000 cars
  - 25,000 – 45,000 lbs

- Number & Location of Events Determined by SWACO in partnership w/ Local Community



SWACO's Current HHW Program

Wide Variety of Material Types Accepted

https://www.swaco.org/195/Household-Hazardous-Waste

Automobile fluids
Pesticides & lawn chemicals
Oil-based paints
Poisons
Cleaning products
Solvents
Pool chemicals
Propane, helium, oxygen, CO_2 tanks

Fire extinguishers
Smoke detectors
Vape pens
Batteries (all types)
Fluorescent bulbs & ballasts
Mercury containing products
Latex paint for $1.00/gallon

Not Accepted:
Needles, Pharmaceuticals, Medical Waste
Ammunition

Spray Foam Insulation Cylinders
Tires

Components of the RFP

- Permanent Location
- Mobile Events
- Hub-and-spoke Collection

RFP Option 1: Permanent Location

- Propose permanent location
  - Location, facility details, ownership, limitations
- Identification of authorizations to conduct HHW services at the location
  - Timeline to get authorizations, if applicable
- Planned site improvements (and timeline)
- Safety measures
- Collection Method
- Material types & recycled, disposed, other processing
- Documentation/monthly reporting
- Fee structure (must include all costs of providing the service)
- Cost Savings measures

Option 2 – Mobile Collection Events

- SWACO will work w/ Community & Contractor to schedule events
- Contract responsible for all on-site operation activities during event
  - Personnel, equipment, collection from vehicles, site clean-up
- Community responsible for traffic management, traffic cones and signage, and providing roll-off containers for trash and cardboard
- Describe typical equipment used
- Describe size, responsibilities, and qualifications of on-site team
- Materials collected, recycled, disposed, other processing
- Where will material be processed
- Reporting
- Fee structure (must include all costs of providing the service)

Option 3 – Hub & Spoke Local Collection

- Not a current program, but planned in future w/ 1-4 communities
- Local community collection
- Limited subset of HHW, to be determined by community
  - (e.g. batteries, CFLs, oil-based paint, auto fluids)
- Contracted vendor would:
  - Provide collection containers to community (drums, gaylords, pallets, etc.)
  - Train local community on proper handling
  - Accept or collect materials from community
  - Process materials
  - Ongoing technical support to community

Option 3 – Hub & Spoke Local Collection

- Experience transporting and processing material
- Types of equipment provided to community
- Qualification for training community. In-house?
- Material types, recycled, disposed, other method
- Fee structure (must include all costs of providing the service)

Exhibit C, Sample contract

- Any exceptions to the RFP and Contract must be identified
- Notable items in contract
  - 3 yr. contract w/ 2 possible 1-year extentions
  - Up to 5 mobile events a year
    - Currently doing 4, no plans to do 5 at this time
  - Permanent HHW location
    - With mutual agreement, SWACO allowed to locate collection containers for other materials at site at no cost to the vendor. Currently have polystyrene, food waste, & scrap metal/appliance container.
    - With mutual agreement, vendor picks up some HHW materials collected at SWACO convenience center located on Jackson Pike. Currently collecting paint, fluorescent bulbs, batteries. No transportation cost to SWACO, but SWACO pays for processing the material.
    - Location currently open first Saturday of the month. SWACO can require it to be open the third Saturday of the month as well. No plans to do so.

SWACO
FROM WASTE TO RESOURCES

Request for Proposals to Provide Household Hazardous Waste Collection and Processing Services (Re-Bid)

Project No. 8135

Advertised	October 14, 2026
Pre-Submission Meeting	11:00 a.m., October 21, 2026
Deadline for questions or clarification	4:00 p.m., October 27, 2026
Proposals due	1:30 p.m., November 4, 2026
Potential award timeframe	December 2026

Questions?

SWACO
Andrew Booker
Programs Manager
andrew.booker@swaco.org
614.782.9405

Thank You

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SWACO Project No. 3-O-610
SWACO Purchase Order No. 5047

AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

This Agreement for Household Hazardous Waste Collection Services ("Agreement"), is is entered into by and between the Solid Waste Authority of Central Ohio ("SWACO"), a regional solid waste authority established pursuant to Ohio Revised Code Section 343.011, and Environmental Enterprises, Inc. ("Contractor"), with a business address of 10163 Cincinnati-Dayton Road, Cincinnati, Ohio 45241, collectively the "Parties," pursuant to SWACO's Procurement Policy.

WHEREAS, SWACO desires to engage a contractor to provide mobile Household Hazardous Waste ("HHW") collection drives in various communities throughout SWACO's jurisdiction; and

WHEREAS, SWACO has developed a HHW collection program within SWACO's District; and

WHEREAS, Contractor was selected by SWACO as an organization capable of providing both mobile and permanent HHW collections.

NOW, THEREFORE, in consideration of the mutual promises herein contained, SWACO and Contractor agree as follows:

1. **Definitions.** Terms or words not otherwise defined in this Agreement shall be defined pursuant to their ordinary meaning or, if any term or word has a special meaning or usage in the field, trade or profession for which the services are being provided by Contractor, such term or word shall have the special meaning or usage as used in the field, trade or profession. For the purposes of this Agreement, the following words or terms shall have the indicated meanings:

1.1. *SWACO's District* or *District* means all the political subdivisions in Franklin County, as well as parts of cities which extend into adjacent counties where the majority population of the city resides in Franklin County, which comprise SWACO's jurisdiction. The District is mainly comprised of Franklin County, Ohio and includes small portions of Union, Delaware, Fairfield, Licking, and Pickaway counties.

1.2. *Household Hazardous Waste ("HHW")* means solid waste originally generated by individual households that is listed specifically as hazardous waste and/or exhibits one or more characteristics of hazardous waste as defined in rule 3745-51-03 of the Ohio Administrative Code and is excluded from regulation as a hazardous waste pursuant to paragraph (B)(l) of rule 3745-51-04 of the Ohio Administrative Code.

1.3. *Mobile HHW Collection Event* or *Mobile HHW Event* means mobilization at a location that is not a permanent site to collect HHW materials.

1.4. *Permanent HHW Collection Site*, *HHW Collection Site,* or *Site* means a location that is owned or leased by Contractor where HHW materials are permitted for collection for the residents of SWACO's District.

1.5. *Site Use Agreement* means the agreement entered into by SWACO, Contractor, the community which hosts or sponsors ("Host Community") a particular Mobile HHW Collection

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Event, and the owner of the site ("Site Owner") where a particular Mobile HHW Collection Event will be held. A copy a Site Use Agreement is attached hereto as Exhibit C.

2. **Term.** The term of this Contract shall commence on March 1, 2023 and shall terminate on March 1, 2025. For multi-year contracts, SWACO's funds are contingent upon the approval of the annual budget by the Board of Trustees. If SWACO's Board of Trustees fails at any time to continue funding for the payments or any other obligations due by SWACO under this Contract, SWACO will be released from its obligations on the date the funding expires. This Contract may be terminated by SWACO for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to Contractor at least fifteen (15) days prior to the date of the intended early termination of this Contract.

2.1 *Additional Terms.* This Agreement may be extended for two (2) additional terms of one (1) year each at SWACO's sole and complete discretion.

2.2. *Non-Exclusivity of Contract.* Contractor understands and agrees that this Contract for the provision of Services is not intended to be, nor shall it be construed to be, an exclusive Contract with SWACO for the provision of the type of Services set forth in this Contract.

3. **Scope of Services.** Contractor shall provide all services as set forth and described in Exhibit A and incorporated herein by reference as if fully rewritten, and such other services as mutually agreed upon in writing (collectively "Services"). Contractor shall perform all Services in accordance with the terms, conditions, and provisions set forth in this Contract and Exhibit(s).

3.1. *Standard of Care.* Contractor shall perform all Services in accordance with professional standards of skill, care, and diligence for Contractor's profession and in accordance with pertinent provisions of the Ohio Revised Code, the Ohio Administrative Code, federal and/or local statutes, ordinances, rules, and regulations.

3.2. *Acceptance or Rejection of Services.* SWACO may, in its sole and complete discretion, accept or reject any portion of the Services provided by Contractor. In the event that any portion of the Services is rejected by SWACO, Contractor shall proceed, upon SWACO's request, with correcting any such rejected Services to the reasonable satisfaction of SWACO. The review or acceptance by SWACO of any Services performed by Contractor pursuant to this Contract shall not relieve Contractor of its responsibility to perform such Services pursuant to the terms and conditions of this Contract.

4. **Contractor Compensation**. Pursuant to the rates set forth in Exhibit A and as mutually agreed upon by the Parties in writing, SWACO shall pay Contractor for the Services performed in an amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00). Compensation shall be inclusive of all costs associated with Contractor providing Services.

4.1. Upon delivery and completion of any particular Service and acceptance by SWACO, Contractor shall submit to SWACO an invoice setting forth the date that the Services were rendered, a description and unit costs of the Services provided, and the total amount of compensation sought.

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4.2. All invoices should be submitted to SWACO within thirty (30) days after Services have been rendered and shall state SWACO's project and purchase order numbers, both of which are set forth on page one (1) of this Contract. SWACO shall pay such invoice within thirty (30) days of its approval by SWACO. However, regardless of when payment is made, and notwithstanding any terms set forth on the invoice and/or any other document to the contrary, SWACO shall never be obligated or liable to Contractor and/or any other party for any late payment or collection costs, fees, or interest charges.

4.3 Notwithstanding any term, condition, or provision set forth in this Contract and/or any other document to the contrary, the total monetary obligation of SWACO under this Contract shall never exceed the total sum of Two Million One Hundred Thousand Dollars ($2,100,000.00).

5. **Mobile HHW Collection Events.** During the term of this Agreement, Contractor shall operate a maximum of five (5) Mobile HHW Collection Events during each calendar year of the Agreement at locations designated by SWACO within Franklin County, Ohio. The Parties may mutually agree in writing to hold additional Mobile HHW Events.

5.1. In accordance with the terms, conditions, and provisions set forth set forth in Exhibit B, which is attached hereto and incorporated herein by reference as if fully rewritten, the operation and performance of Mobile HHW Events by Contractor shall include staffing the collections, providing all equipment and supplies, providing shipping containers, packing materials, labels/placards/markings, providing transportation vehicles, and the proper reuse, recycling, and/or disposal of the collected materials as agreed by SWACO and Contractor.

5.2. Each Mobile HHW Event shall commence at 8:00 a.m. and terminate at 2:00 p.m., unless alternative hours are requested by either SWACO or the Host Community, on the date said Mobile HHW Event is scheduled. Contractor shall be mobilized and ready to accept HHW by 8:00 a.m. of each scheduled Mobile HHW Event and shall demobilize from the site of each Mobile HHW Event no later than 11 :59 p.m. of the day on which the event is held.

5.3. Contractor shall assume Generator status, as that term is defined by State and federal law, for all materials collected at each Mobile HHW Event.

5.4. Contractor shall transfer or transport all HHW and other materials collected during a Mobile HHW Event to an appropriate facility to be recycled, reused or disposed in accordance with the terms, conditions, and provisions set forth in Exhibit B.

5.5. Contractor shall assist SWACO in evaluating sites for Mobile HHW Events and coordinating Mobile HHW Events with the various Host Communities.

6. **Mobile HHW Site Use Agreements.** On or before January 31 of each calendar year during the term of this Agreement, SWACO shall provide Contractor with a schedule setting forth the time, date, and location of each Mobile HHW Event. Upon mutual written agreement of the Parties, said schedule may be amended or modified to change the date, time, or location of any previously scheduled Mobile HHW Event. Contractor shall hold the equivalent dates for Mobile HHW Events available for SWACO based upon the Events of the previous year until a schedule is agreed upon in writing by the Parties.

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6.1. SWACO may, in its sole and complete discretion, reduce the number of Mobile HHW Events during a particular calendar year during the term of this Agreement. Contractor shall not be entitled to any changes in compensation rates resulting from the reduction of the number of Mobile HHW Events.

6.2. Contractor agrees that it shall enter into a Site Use Agreement containing substantially the same terms, conditions, and provisions of the sample Site Use Agreement attached hereto as Exhibit C for each Mobile HHW Event.

7. **Compensation For Mobile HHW Collection Events.** Contractor shall be compensated for those HHW materials collected during the Mobile HHW Collection Events at the rates set forth in Exhibit A, attached hereto and incorporated herein by reference as if fully rewritten. Contractor shall receive a Site Set-Up Fee for the Mobile HHW Events in an amount not to exceed Five Thousand Dollars ($5,000.00) per mobile event.

7.1. Within thirty (30) days of completing a Mobile HHW Collection Event, Contractor shall submit an invoice to SWACO requesting payment in accordance with the terms as contained in Section 4.2 above. Each invoice shall identify the weight, in pounds, or the unit quantity of each type of HHW received during the Event; the per pound rate for each type of HHW received; the amount owed for each type of HHW received; and the total amount owed. In the event that any such information is omitted from any invoice submitted to SWACO, SWACO reserves the right to return said invoice to Contractor for completion in accordance with this Agreement. Contractor certifies and acknowledges that all invoice(s) to be submitted to SWACO shall be accurate for those services performed by Contractor during the period covered by the invoice.

7.2. Contractor shall submit activity reports with each invoice setting forth each type of HHW received during the HHW Mobile Collection Event; the weight, in pounds, of each type of HHW received, including any unit-to-weight conversions that are made; the amount of each material managed through recycling, energy recovery, treatment, incineration, and/or landfilling; and the number of vehicles utilizing the Mobile Collection Event. In the event that any such information is omitted from any activity report submitted to SWACO, SWACO reserves the right to return said activity report and invoice to Contractor for completion in accordance with this Agreement. Contractor certifies and acknowledges that all activity reports to be submitted to SWACO shall be accurate for those services performed by Contractor during the period cover by the invoices.

7.3. Contractor shall maintain sufficient documentation in a form acceptable to SWACO to verify invoices submitted to SWACO. Upon request, Contractor shall provide such documentation to SWACO's representative within ten (10) business days. Within thirty (30) days of the approval of an invoice by SWACO, SWACO shall submit payment of said invoice to Contractor.

8. **Permanent HHW Collection Site.** Pursuant to the terms, conditions, and provisions as set forth in this Agreement, Contractor shall continue to operate the facility located at 645 East 8th Avenue, Columbus, Ohio for the continuous collection of HHW materials within SWACO's District.

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8.1. Contractor shall operate the HHW Collection Site at its own and sole expense including, without limitation, any and all necessary governmental approvals and/or permits for continued operation, as well as sufficient staff, equipment, vehicles and any other items necessary to operate the site.

9. **Operation Of Permanent HHW Collections Site.** The Permanent HHW Collections Site shall be operated in accordance with the terms, conditions, and provisions as set forth herein.

9.1. Contractor's operation of the HHW Collections Site shall include staffing collections, providing all equipment and supplies, including shipping containers, packing materials, labels/ placards/markings, transportation vehicles, and the proper reuse, recycling, and/or disposal of the collected materials as set forth in this Agreement and Exhibit(s) attached hereto incorporated herein by reference as if fully rewritten.

9.2. Contractor shall be compensated according to the rates as contained in Exhibit A, attached hereto and incorporated herein by reference as if fully rewritten, for those HHW materials collected at the Permanent HHW Collections Site. Within thirty (30) days of the end of each month, Contractor shall submit an invoice to SWACO requesting payment in accordance with the terms as contained in Sections 4.2 and 7.1 above. Contractor shall also submit monthly activity reports with each invoice setting forth each type of HHW received during the month; the weight, in pounds, of each type of HHW received, including any unit-to-weight conversions; the amount of each material managed through recycling, energy recovery, treatment, incineration, and/or landfilling; and the number of vehicles utilizing the HHW Collection Site during the month. In the event that any such information is omitted from any activity report submitted to SWACO, SWACO reserves the right to return said activity report and invoice to Contractor for completion in accordance with this Agreement. Contractor certifies and acknowledges that all activity reports submitted to SWACO shall be accurate for those services performed by Contractor during the applicable period.

9.3. Upon mutual written agreement, Contractor shall permit SWACO to locate collection containers for other materials such as polystyrene at the Site. Contractor shall make good faith efforts to accomodate requests as to placement of the containers and shall submit a justification in writing for a refusal. SWACO shall service the collection containers and Contractor agrees to monitor said containers and communicate any issues such as litter or illegal dumping to SWACO or if the containers require immediate service. Contractor shall have no financial responsibility for servicing or managing the containers.

9.3.1. The Parties agree to determine viable types and quantities of HHW materials to be collected at the SWACO Convenience Center, located at 2566 Jackson Pike, Columbus, Ohio. The Parties shall further determine whether the materials shall be collected and processed on an as-needed basis or fixed schedule, and shall provide the types, quantities, and collection schedule in a mutual written agreement. No transportation costs shall incur to SWACO as a result of the servicing of the materials collected at the Convenience Center and SWACO shall be invoiced for said materials according to the terms as contained in Exhibit A.

9.4. The HHW Collections Site shall be open daily Monday through Friday from 9:00 a.m. to 5:00 p.m. The Site shall also be open on the first Saturday of each month from 9:00 a.m. to 2:00 p.m., beginning no later than May 6, 2024. Collections may also occur on the third Saturday of each month in SWACO's sole and complete discretion. SWACO shall provide Contractor with written notice not less than thirty (30) days prior to the third Saturday SWACO designates for operations. The days and hours of facility operation identified herein may be modified upon mutual written agreement of the Parties.

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9.4.1. The HHW Collections Site shall be closed on the following days:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

9.5. Contractor shall assume Generator status, as that term is defined by State and federal law, for all materials collected at the HHW Collections Site.

9.6. Contractor shall transfer or transport all HHW and other materials collected at the HHW Collections Site to an appropriate facility to be recycled, reused, or disposed of in compliance with federal, State, and local laws and regulations.

9.7. SWACO may establish additional written protocols for HHW materials not identified in Exhibit A that are delivered by residents to the HHW Collections Site in SWACO's sole and complete discretion. Any such protocols shall be effective on the date said are provided to Contractor in writing.

10. **Compensation For Operation Of HHW Collections Site.** Contractor shall be compensated in an amount not to exceed five thousand dollars ($5,000.00) per month in order to offset the costs of operating the Site. Upon commencement of Saturday hours pursuant to Section 9.4, compensation to Contractor under this section shall increase to six thousand dollars ($6,000.00) per month. Contractor shall be compensated at the rates set forth in Exhibit A for HHW materials collected at the Site, said Exhibit being attached hereto and incorporated herein by reference as if fully rewritten. Within thirty (30) days of any month in which Contractor collects HHW materials, Contractor shall submit an invoice to SWACO requesting payment with the required information as detailed in Section 7.2 above.

11. **Contractor Liability Insurance.** Contractor, along with any subcontractors or sub-subcontractors at every tier that are used as part of this agreement, shall purchase and maintain the following liability and other insurance at the indicated limits and under the terms as set forth below:

11.1. *General Liability Insurance*, containing the following limits and terms:

(i) $1,000,000.00 per occurrence
(ii) $2,000,000.00 aggregate
(iii) $1,000,000.00 Products/Completed Operations Aggregate
(iv) Name SWACO as an additional insured for both premises and products completed operations exposures
(v) Waiver of subrogation in favor of SWACO and all related entities or subsidiaries, employees, agents, and/or representatives
(vi) Shall be primary & non-contributory with any insurance purchased by SWACO

11.2. *Automobile Liability Insurance*, containing a limit of $1,000,000.00 per occurrence.

(i) Name SWACO as an additional insured
(ii) Shall be primary & non-contributory with any insurance purchased by SWACO

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11.3. *Worker's Compensation and Employer's Liability Insurance*, containing the following limits:

(i) Statutory Limits for the State of Ohio
(ii) $1,000,000.00/$1,000,000.00/$1,000,000.00 Employer's Liability Limit

11.4. *Umbrella Liability Insurance* containing the following limits and terms:

(i) $6,000,000.00 per occurrence
(ii) Following Form Coverage *over General Liability and Auto Liability Coverage*

11.5. *Environmental/Pollution Liability,* which shall include limits of at least: $7,000,000 per claim/occurrence and $7,000,000 per aggregate limit of liability and not be subject to more than a $25,000 deductible. Coverage shall include, without limitation, coverage for:

(i) Liability for bodily injury, property damage, remediation, and clean-up costs arising from pollution events or conditions on, at, under, or migrating from the Site and from transportation and disposal of pollutants and/or anything contaminated by pollution;
(ii) Defense costs arising from claims due to pollution conditions or events;
(iii) Fines or penalties assessed by a government entity and costs of responding to a government entity investigation; and
(iv) Emergency Response Costs coverage.

This insurance must also include coverage for property damage and bodily injury arising out of each of the following: mold; viruses; silica; asbestos; lead; arsenic; chromate; sulfates; vapor, smoke, soot, dust, and fumes. Coverage must remain in force for a period of not less than three (3) years after the last date of services provided or the applicable Statute of Repose.

11.6. *Property Insurance:* EEI shall maintain and responsible for property coverage related to any owned or leased property, including but not limited to building (if applicable), business personal property, tenant betterment & improvements, equipment, mobile equipment and tools.

11.7. *Professional Liability* in amount of $1,000,000 per claim and $1,000,000 aggregate for wrongful acts, errors and omissions related to services provided.

11.8. Each policy of insurance required to be purchased and maintained by Contractor shall:

(i) Be purchased from an insurance carrier rated by A.M. Best as A-, VII, or better;

(ii) Shall be primary & non-contributory with any insurance purchased by SWACO

(iii) Each policy and respective certificate of insurance shall expressly provide that should Contractor's insurance lapse, be cancelled, non-renewed, or materially altered, Contractor shall provide SWACO with no less than thirty (30) days prior written notice of such cancellation, non-renewal, expiration, or material alteration of the coverage contained in such policy or evidenced by such certificate of insurance; and

(iv) Within fifteen (15) days of the execution of this Contract by SWACO's Executive Director or his designee, Contractor shall without demand furnish SWACO with a certified

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copy of any insurance certificate and/or additional insured endorsement required to be purchased or maintained by Contractor under the terms of this Contract. Failure of Contractor to comply with the terms and conditions of this paragraph shall constitute a material breach of this Contract and shall be cause for termination of this Contract by SWACO.

11.9. Contractor shall maintain all insurance in the required amounts, without interruption, from the date of execution until the date of termination of this Contract, or the date of payment of the final invoice issued by Contractor, whichever is later. Failure of Contractor to comply with the terms and conditions of this paragraph shall constitute a material breach of this Contract and shall be cause for termination of this Contract by SWACO.

11.10. Insurance policies required to be purchased and maintained by Contractor and *any subcontractors* may include a reasonable loss deductible, as is customary for Contractor's industry, which shall be the sole responsibility of Contractor to pay in the event of any covered loss.

11.11. SWACO and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to the requirements set forth above or any other property insurance applicable to the performance of the Services, except such rights as they have to proceeds of such insurance held by SWACO as fiduciary. Contractor agrees to obtain waivers in favor of SWACO of such claims by all of its subcontractors.

11.12. Notwithstanding section 11.11. above, and regardless of the amount of any insurance proceeds recovered by the parties under the insurance policies set forth above, Contractor shall be liable to SWACO for the full amount of any claims, damages, losses, liens, causes of action, suits, judgments, and expenses, including reasonable attorney's fees and other reasonable costs of defense, of any nature, kind, or description which are in excess of such insurance proceeds.

12. **General Duty to Indemnify SWACO.** Contractor shall indemnify and hold harmless SWACO, its Trustees, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses, including reasonable attorney's fees and other reasonable costs of defense, of any nature, kind, or description, which (a) are caused by or result from the performance of the Services by Contractor, anyone directly or indirectly employed by Contractor, any subcontractor, or anyone for whose acts Contractor is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless, or willful act, error, or omission of Contractor, anyone directly or indirectly employed by Contractor, any subcontractor, or anyone for whose acts Contractor is legally liable. The terms, conditions, and provisions of this paragraph shall survive the termination of this Contract for any reason.

13. **Shared Services.** As evidenced by the *Mobile Household Hazardous Waste Collection Site Use Agreement,* attached here as Exhibit C and incorporated herein as if fully written, other political subdivisions may choose, independent of SWACO, to sponsor and compensate Contractor for a Mobile HHW Collection Event for its residents. Contractor shall process the materials as collected during such Events hosted by the political subdivision pursuant to the amounts as detailed in Exhibit A.

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14. **Other Entity Use.** SWACO makes no representation or guarantee as to a minimum amount of HHW materials that may be collected during any Mobile HHW Collection event.

15. **Entire Contract.** This Contract and the attached exhibit(s) represent the entire and integrated contract between SWACO and Contractor and supersede all prior negotiations, representations, agreements, or contracts, either written or oral, between the parties hereto.

16. **Effect of Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any terms, conditions, provisions, or sections hereof.

17. **No Personal Liability of SWACO Officials.** Neither SWACO's Board of Trustees, either individually or collectively, nor any SWACO official executing this Contract or any modification hereto shall be subject to any personal liability by reason of such execution.

18. **Contract Binding on Successors and Assigns.** SWACO and Contractor each bind themselves, their successors, assigns, and legal representatives to the other party to this Contract.

19. **No Third Party Interest.** No person or corporation other than Contractor and SWACO have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision, or covenant herein be construed so as to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Contract.

20. **Assignment by Contractor.** Contractor shall not assign or transfer any right, title, or interest in this Contract without the prior written consent of SWACO, which consent may be withheld by SWACO for any or no reason.

21. **Confidentiality.** Contractor recognizes that it has a fiduciary responsibility to SWACO with respect to the performance under this contract, and that this Contract establishes a confidential relationship between Contractor and SWACO. Accordingly, all Services, including reports, opinions, and information, to be furnished under this Contract are confidential and Contractor shall not divulge such information and/or data, in whole or in part, to any person, other than to duly authorized representatives of SWACO, except by testimony under oath in a judicial proceeding or as otherwise required by law. Contractor has the responsibility and shall take all necessary steps to ensure that no member of his/her staff or organization divulges any such information except as may be required by law. All reports, working documents, and other documents, whether finished or unfinished, prepared by Contractor as part of the Services pursuant to this Contract shall become SWACO property. No documents prepared under this Contract shall be made any part of the subject matter of an application for or designation of a copyright made by or on behalf of Contractor or any other person not a party to this Contract unless prior written consent is obtained from SWACO.

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22. **Construction of Contract Terms.** If any paragraph, term, condition, or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other paragraph, term, condition, or provision of this Contract, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable paragraph, term, condition, or provision were not contained herein.

23. **Negotiation of Contract Terms, Conditions, and Provisions.** The parties acknowledge and recognize that each of them participated materially in the negotiation and drafting of this Contract and had access to legal counsel during its negotiation and drafting.

24. **Applicable Law; Venue.** The laws of the State of Ohio, without regard to its own "choice of law" provisions, shall govern to the exclusion of the laws of any other jurisdiction in the interpretation and application of the terms, conditions, and provisions of this Contract. Any action or proceeding pertaining to this Contract shall be heard in a court of law having appropriate jurisdiction located in Franklin County, Ohio.

25. **Delinquent Tax Affidavit.** The Delinquent Tax Affidavit shall be executed contemporaneously by Contractor with the execution of this Contract and is incorporated herein by reference as if fully rewritten. If Contractor fails to submit a fully executed Delinquent Tax Affidavit, SWACO shall be authorized to immediately terminate this Agreement without having to provide fifteen (15) days' notice pursuant to Section 1.

26. **Contractor is Independent Contractor.** Nothing contained in this Contract is intended to be, or shall be, construed to create or establish the relationship of a partnership, joint venture, or other business organization between the parties hereto nor to create an agency, representative, or employment relationship between Contractor or its employees and SWACO. Neither Contractor nor its employees shall be considered an employee of SWACO, nor shall they acquire or be entitled to any compensation, rights, benefits, and/or participation of any kind whatsoever offered by SWACO including, without limitation, participation in the Ohio Public Employees Retirement System, worker's compensation coverage, and/or benefits, medical, and hospital care, sick, and vacation leave, unemployment compensation, disability, and severance pay. If Contractor is an individual utilizing a personal social security number for tax identification purposes or is a business with four (4) or fewer employees, it must complete and submit the OPERS independent contractor acknowledgment form. This form has been provided to Contractor by SWACO for execution contemporaneously by Contractor with the execution of this Contract, if applicable.

27. **Compliance with Law.** By executing this Contract, Contractor acknowledges that it is in compliance with all federal, State, municipal, and/or other local laws, ordinances, resolutions, rules, and regulations that govern this Contract and its performance including, without limitation, Ohio Revised Code section 3517.13, divisions (I) and (J).

28. **Non-Discrimination.** Contractor agrees that during the performance of this Contract, Contractor and any subcontractor shall not discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, creed, military status, or national origin. Contractor and any subcontractor shall not discriminate based upon

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age, race, color, religion, sex, disability, creed, military status, or national origin in any undertaking related to employment including, but not limited to, such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

29. **Contract Modification.** This Contract may only be modified by a writing signed by the Contractor and SWACO's Executive Director. Any other change to the terms and conditions of this Contract will not be legally binding, even if signed by another employee of SWACO, pursuant to SWACO's procurement policy. Additionally, any written modification to the scope of services must also include the impact to the compensation as provided for in Section 4.

30. **Employment Taxes.** Each party will be solely responsible for reporting, withholding, and/or paying all employment related taxes, payments, and/or withholdings for its own personnel, including, but not limited to, federal, State and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments, together with any interest and penalties not disputed with the appropriate taxing authority.

31. **Sales, Use, Excise, and Property Tax.** SWACO is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on Contractor in connection with the provision of Services, such will be the sole and exclusive responsibility of Contractor, and Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

32. **Drug-Free Workplace.** Contractor will comply with all applicable State and federal laws regarding keeping a drug-free workplace. Contractor will make a good faith effort to ensure that all Contractor's employees, while working on SWACO property, will not have or be under the influence of illegal drugs, alcohol, or abuse prescription drugs in any way.

33. **No Waiver.** Either party's failure to enforce any provision or term of this Contract shall not be construed as a future or continuing waiver of such provision or term of this Contract.

34. **Additional Terms and Conditions.** If SWACO and Contractor have included additional terms and conditions specific to this Contract they are set forth and described in the attached exhibit(s) and incorporated herein by reference as if fully rewritten. In the event of a conflict between the exhibit(s) and the standard terms and conditions provided in Section 1 through Section 38, the standard terms and conditions in Sections 1 through 38 shall prevail.

35. **Authority.** The signatories to this Agreement hereby represent and warrant that they have the full power and authority to execute this Agreement and to bind the respective parties to this Agreement, as well as the terms, conditions and obligations set forth herein.

36. **Notices.** All notices, certificates, requests or communications hereunder shall be writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered by mail, mailed by registered or certified mail, postage prepaid, to the appropriate addresses and contact persons set forth in this paragraph or as designated in writing by the parties from time to time.

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If to SWACO:

Solid Waste Authority of Central Ohio
Attn: Mr. Andrew Booker, Programs Manager
4239 London Groveport Road
Grove City, Ohio 43123

If to Contractor:

Environmental Enterprises, Inc.
Attn: Mr. Brian DePeel
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

37. **Signatures.** The parties agree that facsimile, electronic, or scanned signatures shall be acceptable and shall have the same effect as original signatures.

38. **Effective Date.** This Contract shall become effective on the date provided above.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates set forth below.

SWACO:
Solid Waste Authority of Central Ohio

DocuSigned by:
By: Joseph A. Lombardi _____ Date: 4/8/2024
09EF7BD6EF7E46E...
Joseph A. Lombardi, Executive Director

CONTRACTOR:
Environmental Enterprises, Inc.

By: _____ Date: April 8, 2024
*Authorized Signature
Print Name: Brian J. DePeel
Title: Director, Lab Pack Services

*By signing above, you represent and warrant that you have the full power and authority to execute this Agreement on behalf of the Contractor, and bind the Contractor to this Agreement, as well as the terms, conditions and obligations set forth herein.

DocuSigned by:
Rebecca Egelhoff _____ Date: 4/8/2024
D80C27411E114ED...
Rebecca L. Egelhoff, Director of Legal Affairs
Solid Waste Authority of Central Ohio

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EXHIBIT A

SWACO Pricing - 2023

Category	Type of Material	Unit Pricing	Category
Paint-Latex	Loosepak/Bulk	$0.20 lb[1]	Paints
Paint-Oil Based	Loosepak	$0.20 lb	Paints
Driveway Sealers/Tars	Loosepak	$0.36 lb	Common Household
Household Aerosols	Loosepak	$1.00 lb	Common Household
Foam Aerosols	Per Pound	$2.00 lb	Common Household
Cleaners	Per Pound	$1.12 lb	Common Household
Pesticides (Liquid and Solid)	Loosepak	$1.89 lb	Common Household
Pesticide Aerosols	Loosepak	$1.49 lb	Common Household
Poisons or Toxics	Per Pound	$1.12 lb[2]	Common Household
Antifreeze	Bulk	$0.19 lb	Car fluids
Gasoline/Solvents/Thinners	Bulk	$0.19 lb	Car fluids
Oil	Bulk	$0.17 lb	Car fluids
Oil <1 gallon Containers	Loosepak	$1.12 lb[3]	Car fluids
Corrosives (Acids & Bases)	Lab Pack	$1.12 lb	Chemical Characteristic
Oxidizers	Lab Pack	$1.12 lb	Chemical Characteristic
Flammables	Lab Pack	$1.12 lb	Chemical Characteristic
Reactives	Lab Pack	$3.05 lb[2]	Chemical Characteristic
2-part Epoxy Resin (Recategorized to Reactive)	Per Pound	$3.05 lb	Chemical Characteristic
Organic Peroxides	Per Pound	$3.05 lb[2]	Chemical Characteristic
Aluminum Paint	Per Pound	$3.05 lb[2]	Chemical Characteristic
Elemental Mercury	Lab Pack	$35.00 lb[4]	Chemical Characteristic
Mercury Compounds	Lab Pack	$35.00 lb[4]	Chemical Characteristic
Asbestos	Loosepak	$75.00 per drum	Other
Propane Cyliners > 20# BBQ Size	Each	$145.00 each	Cylinders
Propane Cylinders = 20lbs (BBQ size)	Loosepak	$13.00 each	Cylinders
Propane Cylinders < 20lbs	Loosepak	$4.00 each	Cylinders
Oxygen Cylinders	Lab Pack	$40.00 each	Cylinders
Helium Cylinders	Loosepak	$40.00 each	Cylinders
Carbon Dioxide Cylinders (C02)	Each	$40.00 each	Cylinders
Freon Cylinders	Lab Pack	$50.00 each	Cylinders
MAPP Gas Cylinders	Each	$33.00 each	Cylinders
Fire Extinguishers	Loosepak	$12.00 each	Cylinders
Lead Acid Batteries	Loosepak	$0.15 lb	Batteries
Alkaline Batteries	Loosepak/**Recycle**	$1.05 lb	Batteries
Ni-Cad Batteries	Loosepak	$1.05 lb	Batteries
Lithium Batteries	Loosepak	$3.85 lb	Batteries
Mercury Batteries	Loosepak	$4.00 lb	Batteries
Fluorescent Bulbs	Per Pound	$0.90 lb	Batteries
PCB Light Ballasts	Per Pound	$2.55 lb	Light Bulbs
Non-PCB Light Ballasts	Per Pound	$2.55 lb	Light Bulbs
Smoke Detectors	Loosepak/Bulk	$2.50 lb	Other
Electronic (Vape) Cigarettes	Per Pound	$6.50 lb[5]	Other
Pocket / Grill Lighters	Per Pound	$2.00 lb	Other
Site Set-up Fee (Mobile Collection Events Only)	Each Event	$5,000.00 per event	
Monthly Operation Fee (Permanent Site Only)	Per Month	$5,000.00 per month	

[1] Residents will be charged $1.00 per gallon for latex paint (SWACO will not be charged). Charge is for SWACO-generated material only.

[2] Minimum $50.00 per 5 gallon pail

[3] Mobile Collection Events Only

[4] Minimum $225.00 per 5 gallon pail

[5] Minimum $500.00 per 5 gallon pail

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EXHIBIT B

OPERATIONS PLAN

The execution and ultimate completion of a HHW Mobile Collection Event requires a Waste Management Plan. The plan begins with the acceptance of HHW and ends with the recycling, processing and/or disposal of HHW in compliance with all Federal, State, City, and local rules and regulations.

There are six aspects of our **Waste Management Plan:**

A. Waste Determination. Our chemist and/or environmental scientist will inspect household waste and waste container labeling to determine the hazard classification of the material. If a particular material is acceptable (that is, if the material is confirmed to be household waste or waste excluded from regulations under 40CFR Part 260), the material will be accepted. If a particular material is unacceptable, the resident will be advised of safety precautions to follow for disposal of the material. See Section **"Unacceptables"** for wastes that will not be accepted.

EEI will review all materials for acceptability. EEI may choose to accept some unacceptable materials depending upon the material's condition, toxicity, and potential risks to health or environment. EEi can accept asbestos, medicines and smoke detectors for disposal.

8. Waste Identification. We will perform HAZ-CAT testing on unlabeled material from residents, which includes but is not limited to pH odor, flash, viscosity, color and physical characteristics. However, in some cases, unknown wastes may be accepted without analytical testing. Our field chemists and technicians draw from a wealth of knowledge and years of experience in the process of hazardous waste identification and classification.

C. Waste Segregation. Hazardous waste will be segregated according to the Department of Transportation hazard classifications. Additional segregation may be required, depending on the ultimate site criteria, if applicable or chemical compatibility. Segregated hazardous waste is classified, packaged, labeled and removed in accordance with our "Waste Packaging" procedures. The segregation process meets the requirements of 40CFR Part 260 and 261 and 49CFR Part 172.

D. Waste Packaging. All packaging of wastes will be performed to ensure strict compliance with Department of Transportation regulations for hazardous materials shipments. EEI utilizes containers that provide the maximum amount of volume at the most economical rate. EEI does not Bulk Paint On-site.

E Waste Stream Management. EEI will adhere to the following waste management hierarchy to the greatest extent practical and permitted by law: recycling, reprocessing, fuel-blending, treatment, RCRA incineration, and RCRA landfilling. Incineration will take precedence over landfilling. EEI does not landfill anything without pre-treating it first and

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tries to landfill as little as possible. The objective of household waste programs is to remove hazardous materials from landfills and recycle or reuse it.

F. Waste Tracking. EEI has one of the most complete computer tracking systems in the industry for monitoring the disposal routes of hazardous materials. Our system of documentation is three phases: (i) confidential profile systems, (2) computer log, and (3) bar coding. Before waste is received at our facility, a Pre-numbered profile is submitted detailing information about the generator and generators waste stream. When materials are received at our facility, a unique numbered barcode system tag is affixed to each container and entered into the computerized log. This tag identifies the profile, generator, and manifest and gives area location for each container received at the facility. The barcode tag stays with its particular container as it makes its way through our facility and treatment processes. Thirdly, all steps are tracked by our computer logging system. This enables us to monitor your materials from point of generation/shipment through treatment to final disposal. At any given point in time we are able to tell you the status of your materials.

Site set-up. EEI's site designs are to accommodate large volumes of traffic and "walk-ins", with a maximum wait of fifteen minutes per vehicle. Operations will be conducted to ensure protection of the environment and the safety of all participants, and to ensure the timely removal of all collected materials following completion of each event.

Examples of Site Plans typical of EEI HHHW Collections are enclosed. EEI tailors its plans to each site in order to achieve the following:

1. Adequate safety measures to protect personnel/participants
2. Protection of property and environment
3. Ease of operation
4. Maximum efficiency in materials management
5. Maintain traffic flow to avoid congestion and reduce unloading time
6. Compliance with all Federal, State, and Local rules and regulations.
7. Compliance with contract requirements

EEi will work with the District to prepare, revise and modify final plans, as conditions require.

Volunteers. Volunteers will be used for directing traffic and conducting surveys. EEI will hold a general safety meeting with all personnel prior to the start of each event.

Staffing. Each Collection site will be managed by personnel with a minimum of four years experience in Household Hazardous Waste. EEI will provide the appropriate number of personnel to staff each collection in these key areas as follows:

PROJECT MANAGER: Brian DePeel, Director
10163 Cincinnati-Dayton
Road Cincinnati, Ohio 45241
(800) 722-2818 *I* (513) 853-3588
Fax: (513) 782-8950

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Fork lifts

Site Preparation. EEI will coordinate with the District and site owners to ensure that arrival times do not interfere with normal operations of the owner's facility. EEI anticipates that site preparation will take approximately one and one-half hours. During this time, tents may be erected, heavy gauge plastic will be rolled out to cover the receiving and packaging areas for spill containment and cleanliness, and tables for receipt of materials will be set in place. Site set-up typically occurs the day before the collection event, but can be completed the morning of the event if a requirement of the owner.

Markers and signs will be placed for traffic flow and control. Drums and packaging materials will be staged in appropriate areas. Emergency equipment will be placed at proper locations.

The site area will be surveyed for the potential for, or presence of any environmental problems, such as open sewers or drains, runoff potential and previous spills. If any of these conditions exist, appropriate action will be taken.

Upon completion of site preparation, we will be ready to begin receipt of materials as scheduled. EEI will also make arrangements to provide site security where needed.

Collection Event. In order to accommodate a large number of vehicles and a goal of less than fifteen minutes wait per vehicle, EEI intends to run a minimum of two (2) traffic lanes at the site plus provide for expansion of this if necessary to four (4) lanes as contingency lanes should turnout of participants be larger than expected. Final plans will be tailored for the site to make vehicle unloading and material receipts as efficient as possible. EEI will consult with the District prior to the actual event to develop site set-ups that will be the most advantageous in regards to traffic flow, safety and ease of operation.

EEI will be ready to begin the events one hour prior to the advertised starting time to prevent the initial backlog of cars common to these events. EEI works with each district to coordinate predetermined times of readiness.

As vehicles approach the collection area, they will be diverted into multiple lines delineated by traffic cones or other suitable markers/barriers. EEI staff, or volunteers will be present, if needed, to perform the following:

1. Verify resident eligibility
2. Conduct surveys, as required
3. Provide instructions to residents
4. Have trunks opened

Upon entering the collection area, arriving vehicles will be checked for type of material and unloaded by EEI personnel into the closest packaging area. EEI will have boxes or other suitable containers on hand to unload loose items from incoming vehicles.
Materials flow pattern will be:

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EXHIBIT B

Bulking of Materials. Strict procedures will be followed for the consolidation/bulking on- site of collected non-ignitable oils, antifreeze, and solvents in 1 gallon or greater containers. Solvents in less than 1 gallon plastic or metal containers will be "loose- packed". Solvents in less than 1 gallon glass containers will be "lab-packed". Only DOT approved 55 gallon drums will be used as receptacles for bulking/consolidation. All precautionary measures will be taken to limit splashing of materials and containment of any spillage during this bulking operation. Personnel performing this function will be in protective equipment (tyvek suits, latex or heavy rubber gloves and air purifying respirators.

EEI will blend on site the following solvents:

acetone	methyl isoamyl
alcohols	methylene chloride
butyl acetate	mineral spirits
cyclohexane	octane
dimethylsulfoxide	octanol
ethyl acetate	pentanone
ethyl benzene	perchloroethylene
ethyl butyl ketone	petroleum ether
gasoline	petroleum oils
heptane	petroleum
isobutyl acetate	distillates
isopropyl acetate	propyl acetate
kerosene	tetrachloroethylene
ketone	tetrabromoethane
lacquer thinner	toluene
methyl acetate	vegetable oils
methyl ethyl ketone	xylene

EEI will not blend the following reactive materials on-site:
plasticizers, curing agents, hardeners, activators, catalysts, part A and B epoxy resins.

EEI will not blend the following OSHA listed or suspect Carcinogens:

benzene	dichloromethane
carbon tetrachloride	1,4 dioxane
chloroforJTI	formaldehyde

EEI will not blend the following solvents due to toxicity:
(TLV <50 ppm)

acetonitrile	dichloromethane
benzene	1,4 dioxane
butoxyethanol	formaldehyde
carbon tetrachloride	phenol
chlorobenzene	tetrachloroethane
chloroform	

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Waste packaging. The following packaging methods will be used for all material received from residents during the HHW Collection Event:

1. Consolidation
   Motor oil, antifreeze and solvents greater than 1 gallon will be bulked (pour out on site).
2. Loose-pack Containerization *for* the following:
   a. Oil Paints
   b. Latex Paints
   c. Aerosols
   d. Asbestos
   e. Adhesives/Resins/Solid Paints
   f. Button/Nickel/Cadmium/Household Batteries
   g. Solvents, Thinners, Gasoline less than 1 gallon in metal or plastic
   h. Pints & Quarts of Paint
   i. Fluorescent Lights
   j. Ignitable liquids
   k. Cleaners
   l. non-regulated liquids and solids
3. Lab Pack Containerization for the following:
   a. Reac'tives
   b. Acids/Bases
   c. Oxidizers
   d. Solid/Liquid Pesticides and Poisons
   e. Halogenated Solvents
   f. Flammable liquid less than 1 gallon in glass containers.

For cost reduction purposes, EEI will use the following types of containers:

1 cubic yard Triwall Boxes will be used to package pints, quarts, gallons, and 5 gallon paint containers, 55 gallon steel drums may also be used for pints and quart containers. 55 gallon steel drums will be used to bulk solvents, oils, antifreeze, etc. Only containers of 1 gallon or greater capacity will be bulked. Smaller containers will be loose packed in 55 gallon open head drums.

55, 20, and 5 gallon DOT approved containers will be used for all lab pack per DOT regulations found in 49 CFR 173.12 with sufficient cushioning/sorbent material as specified. EEI is party to DOT exemption #DOT-E 9723 & #DOT-E 10441 which allow us to transport cyanides and acids in the same vehicle if need be. This saves the District the expense of a dedicated truck for cyanides. This savings is included in our pricing.

55 gallon steel drums will be used to loose pack miscellaneous ignitable wastes and non regulated wastes which are not glass and not bulked. This packaging is considered an overpack by DOT not a lab pack.

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9. Reactives - Incineration or Hydrolysis.
10. Asbestos - Landfill.
11. Adhesives - Incineration.
12. Oxidizers - **Reuse** or Aqueous Treatment.
13. Poly-chlorinated Biphenyls (PCB's) - Incineration.
14. Fluorescent Light Tubes - **Recycling.**
15. Propane Cylinders - **Reuse/Recycling.**
16. Clean Cardboard/Paper/Plastic - **Recycling.**
17. Smoke Detectors- Secure Landfill
18. Pharmaceuticals - Wet Shredding

EEI will manage all waste materials that EEI accepts in this order: (1) Reuse, (2) Recycling, (3) Incineration, and (4) Land Disposal as permitted by law.

Environmental Enterprises, Incorporated (EEI) is a commercial treatment facility and does not create waste, but generates treatment residues of wastes shipped to us for treatment. Each of these waste streams consists of only the material that cannot be practically treated by any other method. EEI strives to provide sound waste management alternatives that make use of recycling, reuse and reclamation technologies our first priority. As technologies advance.and regulations change, EEI continues to search for processes that minimize disposal and maximize recycling/reuse and recovery technologies.

EEI utilizes a variety of treatment methods, such as chemical reduction, oxidation and neutralization to remove as many hazardous constituents possible from each waste stream not amenable to recycle/reuse.

EEI also recycles paints through reuse and fuels blending. All paints, including latex paints, typically contain titanium dioxide and other inorganic pigments that become raw material for feed stock. The organic portion of the paint is used as fuel. This recycling process reduces the amount of raw materials and fossil fuels required in the manufacturing of Cement.

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EXHIBIT C

SWACO Project Number: O-610

SWACO Purchase Order:_____

MOBILE HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY SITE USE AGREEMENT

This Mobile Household Hazardous Waste Collection Day Site Use Agreement ("Agreement") is made and entered into by and between the Solid Waste Authority of Central Ohio ("SWACO"), with principal offices located at 4239 London Groveport Road, Grove City, Ohio 43123, Environmental Enterprises Incorporated ("EEI"), with principal offices at 10163 Cincinnati-Dayton Road, Cincinnati, Ohio 45241, and _____ ("Host Community"), with principal offices at 370 Park Meadow Road, Westerville, Ohio 43081 (collectively referred to as the "Parties").

WHEREAS, SWACO, pursuant to Ohio Revised Code Section 3734.54(A), has prepared, adopted, submitted, and received approval from the Director of the Ohio Environmental Protection Agency of a Solid Waste Management Plan ("Plan") for its District; and

WHEREAS, the Plan established programs for the management of Household Hazardous Wastes ("HHW") and the diversion of such materials from the Franklin County Sanitary Landfill; and

WHEREAS, SWACO has selected EEI for the provision of a mobile collection unit(s), trained staff, supplies, and safety equipment necessary to operate an efficient collection, packing, bulking, recycling, transportation, and disposal operation for HHW; and

WHEREAS, SWACO has separately contracted with EEI for the provision of the necessary services and supplies and the Host Community is not a party to the contract as between SWACO and EEI; and

WHEREAS, SWACO, in consultation with local officials, shall utilize _____ facility at_____, Ohio 43081 (the "Site"), as the location for the Household Hazardous Waste Collection event scheduled for_____.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

§1. Term. This Agreement shall commence on _____ and terminate on_____. Any Party to this Agreement may terminate this Agreement prior to this date by giving two (2) days' advance written notice to the other Party, or all Parties may terminate the Agreement at any time by written agreement.

§2. Household Hazardous Waste Materials. For the purpose of this Agreement, HHW materials shall be defined as those solid, liquid, semi-solid, or contained gaseous materials originally generated by individual households and specifically listed as hazardous wastes and/or exhibiting one or more characteristics of hazardous waste as defined in Rule 3745-51-03 of the Ohio Administrative Code.

§2.1. The term "HHW" shall also include any container that contains HHW.

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§2.2. The recitals set forth above and the Schedule of Operations, attached hereto as Exhibit A, are each incorporated herein by reference as if fully rewritten herein.

§3. EEI Duties. EEI agrees to:

§3.1. Conduct HHW collections at the Site in accordance with the terms and conditions as contained in the *Agreement for Household Hazardous Waste Collection Services*, dated_____, 2024, as between EEI and SWACO, as modified from time to time.

§3.2. Mobilize and demobilize at the Site as described in this Agreement, including, without limitation, as provided in Exhibit A.

§3.3. Conduct all activities thereunder, including mobilization and demobilization, so as not to interfere with Site Owner's operations, and in strict accordance with all pertinent federal, State, and local laws, ordinances, and regulations.

§3.4. Ensure that all HHW is removed from the Site and that the Site is returned to the same condition prior to EEI's mobilization.

§4. Host Community Duties. The Host Community agrees to:

§4.1. Allow EEI to conduct a drop-off operation for the collection of HHW at the Site at no charge to SWACO or EEI on _____ ("Collection Day").

§4.2. Pursuant to the Schedule of Operations, allow EEI to mobilize its equipment and personnel on the Site prior to the scheduled Collection Day, as well as prior to the start of HHW collections on the scheduled Collection Day.

§4.3. Keep the Site open for the acceptance of HHW materials from Franklin County residents during the scheduled Collection Day times and allow EEI to demobilize from the Site by 11:59 pm on the Collection Day as set forth in the Schedule of Operations.

§4.4. Allow EEI to securely access the Site during times when the Site is not open for the collection of HHW.

§4.5. Maintain the physical condition of the Site in good repair.

§4.6. Make all Site safety and emergency response arrangements.

§4.7. Make arrangements with the appropriate law enforcement agency to provide traffic control on public roadways in and around the Site during the Collection Day.

§4.8. Make arrangements with local and surrounding fire departments for emergency response as needed on the Collection Day until EEI completes demobilization.

§4.9. Provide, at no cost to the other Parties, at least one (1) recycling container, five (5) thirty (30) cubic-yard roll-off disposal containers, or acceptable equivalent as determined by EEI, and disposal services of the contents of same at SWACO's Franklin County Sanitary Landfill as well as a recycling facility as mutually agreed by the Parties.

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§4.10. Provide, at no cost to the Parties, adequate safety cones for traffic management at the Site and provide for the set up and removal of the cones as needed in accordance with the traffic flow plan agreed upon by EEI and the Host Community.

§4.11. Provide, at no cost to the other Parties, portable toilet facilities for use at the Site, or with the consent of the Site Owner, arrange for access to existing toilet facilities at the Site during Collection Day.

§4.12. Place signs in strategic locations throughout the jurisdiction of the Host Community and remove signs at the end of Collection Day.

§4.13. Provide a representative who will act as the Host Community Site manager on the Collection Day. Such Host Community Site manager shall be present at the Site for the duration of the Collection Day.

§5. SWACO Duties. SWACO agrees to:

§5.1. Work with EEI, the Host Community, and/or their representatives in coordinating the HHW collection event on the scheduled Collection Day.

§5.2. Within thirty (30) days of EEI's demobilization from the Site and submission of receipts or documentation of expenses from the Host Community, provide to the Host Community a reimbursement of up to two thousand five hundred dollars ($2,500.00) to defray the costs associated with the Host Community's performance of its duties and obligations under this Agreement.

§6. Safety of Work. EEI agrees to perform its obligations under this Agreement in a safe and workmanlike manner and in compliance with all pertinent federal, State, and local laws, regulations, and ordinances.

§6.1. EEI is solely responsible for conducting safe operations and traffic safety at the Site, except on public roadways in and around the Site during the Collection Day and/or until demobilization is completed. Host Community shall have no responsibility for conducting operations at the Site nor for traffic on the Site during the Collection Day event.

§7. Host Community Not Waste Generator. The Parties agree that SWACO and the Host Community shall not be considered the generators of any HHW or other waste brought upon the Site on Collection Day. Further, no manifest, shipping paper, invoice, and/or document shall list the Host Community, SWACO, or the Site as a generator, consignor, or shipper of the HHW.

§7.1. SWACO shall notify the Ohio Environmental Protection Agency that the Parties do not consider the Host Community, the Site, or SWACO to be the generator of the HHW, nor that they are operating a hazardous waste management facility with respect to the HHW, nor that they have arranged for the transportation, treatment, or disposal of the HHW.

§8. EEI Duty to Indemnify SWACO and Host Community. EEI shall indemnify, defend, and hold harmless SWACO, the Host Community, and their respective trustees, public officials, officers, employees, and representatives (collectively the "Indemnified Parties") from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including

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reasonable attorney's fees and other reasonable costs of defense) of any nature, kind, or description, which (a) are caused by or result from EEI's collection, handling, transportation, treatment, and/or disposal of HHW collected at the Site pursuant to this Agreement, and (b) are attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless, or willful act, error, or omission of EEI.

§8.1. For the purposes of §8 above, the term "EEI" means EEI and/or anyone directly or indirectly employed by EEI, volunteers under the direction of EEI, any subcontractors of EEI, or anyone for whose acts EEI is otherwise legally liable.

§8.2. The terms and conditions of §§8 and 8.1 above shall survive termination of this Agreement for any reason.

§9. Notices. Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, to the address of the party to be notified as set forth below:

Attn: Andrew Booker
Programs Manager
Solid Waste Authority of Central Ohio
4239 London Groveport Road
Grove City, Ohio 43123

Brian DePeel
Lab Pack Services Director
Environmental Enterprises Incorporated
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

Attn:

§10. Representatives of the Parties. Each party represents and warrants that it is legally authorized to enter into this Agreement and to perform its obligations as described herein.

§11. Entire Agreement. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto.

§12. Effect of Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the terms, conditions, or paragraphs hereof.

§13. No Personal Liability of SWACO Officials. Neither SWACO's Board of Trustees, either individually or collectively, nor any SWACO official executing this Agreement or any modification hereto, shall be subject to any personal liability by reason of such execution.

§14. Agreement Binding on Successors and Assigns. The Parties each bind themselves, their successors, assigns, and legal representatives to the other Parties to this Agreement.

§15. No Third-Party Interest. No person or corporation other than the parties have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision, or covenant herein be construed, so as to give any person other than the Parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement.

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§16. Assignment by the Parties. No Party may assign or transfer any right, title, or interest in this Agreement without the prior written consent of each of the other Parties, which consent may not be unreasonably withheld.

§17. Construction of Agreement Terms. If any term, condition, or paragraph of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other term, condition, or paragraph of this Agreement, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable term, condition, or paragraph were not contained herein.

§18. Applicable Law; Venue. The laws of the State of Ohio, without regard to its own "choice of law" provisions, shall govern to the exclusion of the laws of any other jurisdiction in the interpretation and application of the terms and conditions of this Agreement, as well as any other claim, suit, or action between the Parties whether such other claim, suit, or action is based upon tort or otherwise. Any action or proceeding pertaining to this Agreement or any other claim, suit, or action between the Parties shall be heard in a court of law having appropriate jurisdiction located in Franklin County, Ohio.

§19. Parties Are Independent Contractors. Nothing contained in this Agreement is intended to be or shall be construed to create or establish the relationship of a partnership, joint venture, or other business organization between the Parties hereto, nor to create an agency, representative, or employment relationship between any of the Parties and/or their respective employees. No Party nor its respective employees shall acquire or be entitled to any compensation, rights, benefits, and/or participation of any kind whatsoever offered by any other Party to this Agreement, including, without limitation, participation in the Ohio Public Employees Retirement System, other retirement plans, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability, and severance pay.

§20. Compliance with Law. By executing this Agreement, each Party acknowledges that it is in compliance with all federal, State, municipal and/or local laws, ordinances, resolutions, rules, and regulations that govern this Agreement and its performance, including without limitation Ohio Revised Code Section 3517.13 divisions (I) and (J).

§21. Non-Discrimination. Each Party agrees that during the performance of this Agreement, it and any subcontractor will not discriminate against any employee or qualified applicant for employment who is both available and qualified to work because of age, race, color, religion, sex, disability, creed, or national origin. Each Party and its respective subcontractors shall not discriminate based upon age, race, color, religion, sex, disability, creed, or national origin in any undertaking related to employment, including but not limited to such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

§22. Agreement Modification. This Agreement may only be modified by a writing signed by each of the Parties pursuant to their respective procurement policies or otherwise, if applicable.

§23. Signatures. The Parties agree that facsimile, electronic, or scanned signatures shall be acceptable and shall have the same effect as original signatures.

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IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties have executed this Agreement on the dates set forth on the following signature pages:

SWACO:
Solid Waste Authority of Central Ohio

By: _____ _____
Joseph A. Lombardi, Executive Director — Date
Solid Waste Authority of Central Ohio

Approved as to Form:

_____ _____
Rebecca L. Egelhoff, Director of Legal Affairs — Date
Solid Waste Authority of Central Ohio

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EXHIBIT C

EEI:
Environmental Enterprises Incorporated

By: _____ _____
*Authorized Signature Date
Print Name:
Print Title:

*By signing above, you represent and warrant that you have the full power and authority to execute this Agreement on behalf of the Contractor, and bind the Contractor to this Agreement, as well as the terms, conditions and obligations set forth herein.

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EXHIBIT C

Host Community:
_____, Ohio

By: _____ _____
*Authorized Signature Date
Print Name:
Print Title:

*By signing above, you represent and warrant that you have the full power and authority to execute this Agreement on behalf of the Contractor, and bind the Contractor to this Agreement, as well as the terms, conditions and obligations set forth herein.

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EXHIBIT C

EXHIBIT A

HHW Collection Event Site Use Agreement/Schedule of Operations

Location:

[Date]

2 p.m.	EEI to set up for event after 2 p.m.

[Date]

7 a.m.	Facility opens for personnel working the event
8 a.m. – 2 p.m.	HHW accepted from Franklin County residents
2 p.m.	Close the site and demobilize. EEI to leave the site no later than 11:59 p.m.

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SWACO Project No. 3-O-610
SWACO Purchase Order No. 5047

FIRST MODIFICATION OF THE AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

The Solid Waste Authority of Central Ohio ("SWACO") and Environmental Enterprises, Inc. ("Contractor") (collectively referred to as "Parties"), do hereby enter into this First Modification of the Agreement for Household Hazardous Waste Collection Services ("Contract") previously entered into by the Parties with a start date of March 1, 2023.

WHEREAS, the Parties desire to extend the termination date from March 1, 2025 to August 31, 2025; and

WHEREAS, the Parties desire to expand the Services provided by Contractor pursuant to Section 3 to include those described in Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Nothing contained in this First Modification shall be deemed to supersede, modify, alter, amend, change, or replace any of the terms, conditions, or provisions contained in the Contract unless specifically set forth herein.

2. The Parties agree that the termination date of the Agreement shall be extended to August 31, 2025.

3. The Parties agree that the Services described in Section 3 of the Agreement shall be expanded and include those described in Exhibit B, which is attached hereto and incorporated herein as if fully rewritten.

4. This First Modification shall be effective on February 28, 2025.

IN WITNESS WHEREOF, the Parties have executed this First Modification on the dates set forth below.

SWACO:
Solid Waste Authority of Central Ohio

By: DocuSigned by: Joe Lombardi 09EF7BD6EF7E46E... Date: 3/25/2025 | 9:15 AM PDT
Joe Lombardi, Executive Director

Contractor:
Environmental Enterprises, Inc.

By: Signed by: Brian Depeel 166927C8EF3F445... Date: 3/25/2025 | 4:06 AM PDT
Print Name: Brian Depeel
Title: Director, Lab Pack Services

Approved as to Form:

DocuSigned by: Rebecca Egelhoff D80C27411E114ED... Date: 3/25/2025 | 6:30 AM PDT
Rebecca L. Egelhoff, Director of Legal Affairs
Solid Waste Authority of Central Ohio

Docusign Envelope ID: 24B4F0D7-CC0E-496F-9D5D-E16228A05E65

EXHIBIT B

SWACO Hub-and-Spoke Pilot Project

In 2025, SWACO intends to start a "hub-and-spoke" pilot project involving the collection of HHW by one or more local communities. During the pilot, communities' trained staff will collect HHW from their residents at their designated location(s) and the material will be transported to Contractor's permanent facility for processing on a schedule to be determined by the Parties.

As part of the pilot project, SWACO will:

1. Select and engage up to three (3) communities located within SWACO's District to participate in the pilot project.
2. Coordinate with the communities and Contractor on establishment of the local collection programs and training of community staff that will operate the local collection programs
3. Pay for the processing of community collected HHW at the prices established in this contract

As part of the pilot project, Contractor will:

1. Collaborate with SWACO on the development of the pilot project.
2. Provide local communities with the necessary containers for collection of HHW, such as drums, gaylord boxes, and pallets.
3. Provide training for community staff that will operate the local collection programs.
4. Provide on-call assistance to communities during the operation of their collection programs.
5. Process the materials collected and invoice SWACO for processing of the material at the prices established in this contract.
6. Report the types of HHW and amounts collected, including weights and number of containers (drums/gaylords/etc.), to each community and SWACO monthly.
7. For communities that cannot transport the collected material to Contractor, Contractor will collect the material from the community at a charge to be negotiated by the Parties but shall not exceed three hundred dollars ($300.00).

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SWACO Project No. 3-O-610
SWACO Purchase Order No. 5047

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SECOND MODIFICATION OF THE AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

The Solid Waste Authority of Central Ohio ("SWACO") and Environmental Enterprises, Inc. ("Contractor") (collectively referred to as "Parties"), do hereby enter into this Second Modification of the Agreement for Household Hazardous Waste Collection Services ("Contract") previously entered into by the Parties with a start date of March 1, 2023.

WHEREAS, the Contract provides that SWACO shall pay Contractor an amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00) for Services rendered pursuant to the Contract with a termination date of March 1, 2025; and

WHEREAS, the Parties previously entered into the First Modification of the Contract, which extended the termination date to August 31, 2025, and expanded the definition of Services pursuant to Section 3 of the Contract to include additional services; and

WHEREAS, the Parties desire to extend the termination date to December 31, 2025.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Nothing contained in this Second Modification shall be deemed to supersede, modify, alter, amend, change, or replace any of the terms, conditions, or provisions contained in the Contract unless specifically set forth herein.

2. The Parties agree that the termination date of the Agreement shall be extended to December 31, 2025.

3. This Second Modification shall be effective on August 1, 2025.

Signature Page Follows

Docusign Envelope ID: 678D25DC-4CC5-46EC-A06F-E07AA8DFC5D0

IN WITNESS WHEREOF, the Parties have executed this Second Modification on the dates set forth below.

SWACO:
Solid Waste Authority of Central Ohio

By: DocuSigned by: Joe Lombardi 09EF7BD6EF7E46E... Date: 8/12/2025 | 10:18 AM EDT
Joe Lombardi, Executive Director

Contractor:
Environmental Enterprises, Inc.

By: Signed by: Brian Depeel 166927C8EF3F445... Date: 8/11/2025 | 1:01 PM EDT
Print Name: Brian Depeel
Title: Director, Lab Pack Services

Approved as to Form:

DocuSigned by: Rebecca Egelhoff D80C27411E114ED... Date: 8/12/2025 | 8:27 AM EDT
Rebecca L. Egelhoff, Director of Legal Affairs
Solid Waste Authority of Central Ohio

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SWACO Project No. 3-O-610
SWACO Purchase Order No. 5047

THIRD MODIFICATION OF THE CONTRACT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

The Solid Waste Authority of Central Ohio ("SWACO") and Environmental Enterprises, Inc. ("Contractor") (collectively referred to as "Parties"), do hereby enter into this Third Modification of the Agreement for Household Hazardous Waste Collection Services ("Contract") previously entered into by the Parties with a start date of March 1, 2023.

WHEREAS, the Contract provides that SWACO shall pay Contractor an amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00) for Services rendered pursuant to the Contract with a termination date of March 1, 2025; and

WHEREAS, the Parties previously entered into the First Modification of the Contract, which extended the termination date to August 31, 2025, and expanded the definition of Services pursuant to Section 3 of the Contract to include additional services; and

WHEREAS, the Parties previously entered into the Second Modification of the Contract, which extended the termination date to December 31, 2025; and

WHEREAS, the Parties desire to extend the termination date of the Contract to March 31, 2026, and increase Contractor's compensation by an amount not to exceed 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) for the Contract, First, Second, and Third Modifications.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Nothing contained in this Third Modification shall be deemed to supersede, modify, alter, amend, change, or replace any of the terms, conditions, or provisions contained in the Contract unless specifically set forth herein.

2. The Parties agree to extend the termination date of the Contract to March 31, 2026.

3. The Parties agree that Contractor's compensation shall be increased by an amount not to exceed 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) for the Contract, First, Second, and Third Modifications.

4. This Third Modification shall be effective on September 18, 2025.

Signature Page Follows

Docusign Envelope ID: ABED4667-9C31-4D87-A057-8CFC144384E6

IN WITNESS WHEREOF, the Parties have executed this Third Modification on the dates set forth below.

SWACO:
Solid Waste Authority of Central Ohio

By: DocuSigned by: Joe Lombardi 09EF7BD6EF7E46E... Date: 10/7/2025 | 12:41 PM EDT

Joe Lombardi, Executive Director

Contractor:
Environmental Enterprises, Inc.

By: Signed by: Brian Depeel 73222CDCEF0D41B... Date: 10/7/2025 | 10:39 AM EDT

Print Name: Brian Depeel

Title: Director, Lab Pack Services Division

Approved as to Form:

DocuSigned by: Rebecca Egelhoff D80C27411E114ED... Date: 10/7/2025 | 12:35 PM EDT

Rebecca L. Egelhoff, Director of Legal Affairs
Solid Waste Authority of Central Ohio

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SWACO Project No. 3-O-610
SWACO Purchase Order No. 5047

FOURTH MODIFICATION OF THE CONTRACT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

The Solid Waste Authority of Central Ohio ("SWACO") and Environmental Enterprises, Inc. ("Contractor") (collectively referred to as "Parties"), do hereby enter into this Fourth Modification of the Contract for Household Hazardous Waste Collection Services ("Contract") previously entered into by the Parties with a start date of March 1, 2023.

WHEREAS, the Contract provides that SWACO shall pay Contractor an amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00) for Services rendered pursuant to the Contract with a termination date of March 1, 2025; and

WHEREAS, the Parties previously entered into the First Modification of the Contract, which extended the termination date to August 31, 2025, and expanded the definition of Services pursuant to Section 3 of the Contract to include additional services; and

WHEREAS, the Parties previously entered into the Second Modification of the Contract, which extended the termination date to December 31, 2025; and

WHEREAS, the Parties previously entered into the Third Modification of the Contract, which extended the termination date to March 31, 2026, and increased Contractor's compensation by an amount not to exceed Seven Hundred Fifty Thousand Dollars ($750,000.00) for a total expenditure of Two Million Eight Hundred Fifty Thousand Dollars ($2,850,000.00) for the Contract, First, Second, and Third Modifications; and

WHEREAS, the Parties desire to extend the termination date to May 31, 2026.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Nothing contained in this Fourth Modification shall be deemed to supersede, modify, alter, amend, change, or replace any of the terms, conditions, or provisions contained in the Contract unless specifically set forth herein.

2. The Parties agree that the termination date of the Agreement shall be extended to May 31, 2026.

3. This Fourth Modification shall be effective on January 29, 2026.

Signature Page Follows

Docusign Envelope ID: 786A6252-0B18-49A4-A28A-994409E3BAAF

IN WITNESS WHEREOF, the Parties have executed this Fourth Modification on the dates set forth below.

SWACO:
Solid Waste Authority of Central Ohio

By: Signed by: Joe Lombardi 09EF7BD6EF7E46E... Date: 2/13/2026 | 8:51 AM EST
Joe Lombardi, Executive Director

Contractor:
Environmental Enterprises, Inc.

By: Signed by: Brian Depeel 73222CDCEF0D41B... Date: 2/12/2026 | 2:56 PM EST
Print Name: Brian Depeel
Title: Director, Lab Pack Services Division

Approved as t

DocuSigned by: Rebecca Egelhoff D80C27411E114ED... Date: 2/12/2026 | 4:04 PM EST
Rebecca L. Egelhoff, Director of Legal Affairs
Solid Waste Authority of Central Ohio