

Appendix D – Past Performance and Experience

The following examples of past performance and experience are provided:

- [U.S. DOT's Smart City Challenge final report](#) (weblink only)
- Ohio EPA electric vehicle charging grants:
 - Astor Park Garage grant agreement
 - Scioto Peninsula Garage grant agreement
- Solid Waste Authority of Central Ohio grants:
 - Recycling Program Final Study
 - Columbus Multi-Family Recycling Pilot Update

**OHIO DIESEL MITIGATION TRUST FUND
2021 LEVEL 2 ELECTRIC VEHICLE CHARGING GRANT AGREEMENT**

This Agreement is effective on the date when the last required signature is affixed hereto. This Agreement is entered into by and between the **Ohio Environmental Protection Agency**, hereinafter referred to as the "Ohio EPA", and **City of Columbus**, hereinafter referred to as "Grantee." This Agreement is made to administer the Diesel Mitigation Trust Fund ("DMTF") grant award for the project submitted for funding by the Grantee assigned Ohio EPA grant number **V21EVL2-0062-a**, hereinafter referred to as the "Grant Project."

WHEREAS, Ohio Revised Code (ORC) 3745.45 creates in the state treasury the Volkswagen clean air act settlement fund. Settlement funding is dispersed under the DMTF program administered by Ohio EPA.

WHEREAS, ORC 3745.01(C) authorizes the Director of Ohio EPA to enter into contracts with any other agencies of the state, the federal government, other states, and interstate agencies and with affected groups, political subdivisions and industries in furtherance of the purposes of that chapter and ORC Chapters 3704, 3714, 3734, 3745, 3751, 3752, 6109, and 6111.

WHEREAS, the Director desires to award a DMTF grant and/or to disburse Volkswagen clean air act settlement funding to Grantee.

WHEREAS, Grantee desires to perform and complete such work, activities, and requirements as prescribed by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I: CONTACT AND COORDINATION AND NATURE OF RELATIONSHIP

- 1.1 **(OEE Chief)** On behalf of the Director of the Ohio EPA, the Chief of the Office of Environmental Education ("OEE Chief") shall be responsible for evaluation of Grantee's performance, authorization of payment of the award to Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA OEE Chief, or his/her designee, shall coordinate communications with Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- 1.2 **(Grantee Project Director)** Grantee Project Director of the Grant Project ("Grantee Project Director") shall, in accordance with the proposed Budget, coordinate the work, activities, and requirements set forth in a) the body of this Agreement; b) the Grant Application; and c) in any applicable conditions established precedent to this Agreement. Grantee's Project Director shall coordinate all work through the OEE Chief, or his/her designee.

- 1.3 **(Grantee Authorizing Agent)** Grantee's "Authorizing Agent" shall be the person who executes this Agreement on behalf of Grantee. If the Grantee's Authorizing Agent wishes to communicate with OEE, such communication must be with the OEE Chief or his/her designee.
- 1.4 **(Ohio EPA Authorizing Agent)** The Ohio EPA's "Authorizing Agent" shall be the person who executes this Agreement on behalf of the Ohio EPA. Ohio EPA's Authorizing Agent shall be the Director of Ohio EPA, or his/her delegated signatory.
- 1.5 **(Signatory Authority)** If Grantee wishes to delegate signatory authority to a representative, written confirmation of the delegation shall be sent to the OEE Chief.
- 1.6 **(Reliance on Grantee Representation)** The Ohio EPA, by and through the Director, enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee warrants that it does possess the necessary expertise and experience. Further, Grantee agrees and represents that all persons involved in Grantee's performance of work under this Agreement are properly qualified, trained and competent, and possess the required licenses, permits, certifications, and registrations necessary to lawfully provide the services.
- 1.7 **(Grantee Responsibility)** Grantee shall be responsible for the performance of the requirements under this Agreement and the Ohio EPA shall not hire, supervise, or pay any assistants to Grantee in Grantee's performance under this Agreement. Ohio EPA shall not be required to provide any training to Grantee to enable it to perform services required hereunder. While Grantee shall be required to render services described hereunder for Ohio EPA, nothing herein shall be construed to imply that Ohio EPA shall have or may exercise any right of control over Grantee with regard to the manner or method of Grantee's performance of the services. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee. Ohio EPA retains the right to ensure that Grantee's work is in conformity with the terms and conditions of this Agreement.
- 1.8 **(Grantee Independence)** It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of the Ohio EPA, or the State of Ohio. Grantee acknowledges and agrees that any individual providing services under this Agreement is not a public employee for purposes of ORC Chapter 145.

- 1.9 **(Reimbursement)** In the event of a termination of this Agreement by Ohio EPA, Grantee shall be compensated in accordance with the Termination of Grantee's Services Article of this Agreement.
- 1.10 **(Grantee Responsibility for Business Expenses)** Grantee shall be responsible for all of Grantee's business expenses, including, but not limited to, computers, internet access, software, phone services, required licenses and permits, employee's wages, salaries, and benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 1.11 **(Neither Party May Bind Other)** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 1.12 **(Compliance with ORC)** It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to Ohio law, including, but not limited to the terms of, ORC 127.16, or ORC Chapter 102.

ARTICLE II: SCOPE OF WORK

- 2.1 **(Scope of Work)** Grantee shall successfully perform and complete the work, activities, and requirements set forth in a) the body of this Agreement; and b) in the Grant Application, which is attached hereto and labeled "**Exhibit A**"; and c) the 2020 DMTF Level 2 Electric Vehicle Charging Station Grant Request for Applications (RFA) which is attached hereto and labeled "**Exhibit B**", (Exhibit A and B are hereby made a part of this Agreement and incorporated herein by reference as if fully rewritten.)

Grantee will especially ensure that the charging ports installed under this grant project comply with all program requirements in Section 4 of the RFA, including but not limited to, a) equal and unrestricted availability, access and online visibility of the chargers to the public, b) at least one parking space and charger that meets the accessibility requirements of the American with Disabilities Act (ADA) and c) submission of Annual Charger Usage Reports as described in Article VIII Section 8.3.

- 2.2 **(Adherence to Budget)** Grantee included in the application, as a condition precedent to this Agreement, a proposed Budget. Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated Grant Project resources and expenditures for the term of this Agreement. Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit**

A" (attached hereto and incorporated herein) in accordance with the proposed Budget.

- 2.3 **(Fiscal & Activity Reports)** Grantee shall provide the OEE Chief with fiscal and activity reports in accordance with the terms set forth in Article VIII of this Agreement.
- 2.4 **(Publicity)** Grantee shall not do the following without crediting the source of the funding:
 - a. Advertise that Grantee is doing business with the State; or
 - b. Use this Agreement as a marketing or sales tool.
- 2.5 **(Contract Administration)** Grantee shall certify both the quantity and quality of material used and the quality of the work performed, when applicable, incurred by Grantee for the eligible work on the Grant Project. Grantee shall certify that the Grant Project is in accordance with the scope and material specifications or approved amendments thereto. The DMTF operates on a reimbursement basis. Grantee shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from Ohio EPA for vehicle or equipment purchases or work performed on the Grant Project. Grantee shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the Grant Project. Grantee must submit to Ohio EPA a written request for reimbursement of the DMTF share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 **(Term of Agreement)** The parties agree that this Agreement is effective on the date when the last required signature is affixed hereto and runs through the date the OEE Chief issues a written letter of closure, except that Grantee agrees to retain fiscal records according to Article VII.
- 3.2 **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto and runs through **December 31, 2027 or the date the fifth complete calendar year annual charger usage report (described in Article VIII Section 8.3) is approved by the OEE Chief, whichever is later.** The Project Period may not be extended without the express agreement of the parties through a written request of Grantee and the written approval of Director or his/her delegated signatory.
- 3.3 **(Biennium limitation; Renewal at Discretion of Director)** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement may expire the last day of the current State of Ohio biennium. In the event that it is determined that Director's expenditure authorization is subject to a biennium limitation, then at Director's discretion, this Agreement may be renewed

by the parties for the next biennium by executing a new Agreement based upon the same terms and conditions of this Agreement or this Agreement may be renewed by any other legally acceptable method.

ARTICLE IV: AWARD PAYMENTS AND EXPENDITURES

- 4.1 **(Award Amount and Ports)** Ohio EPA, by and through the Director, hereby awards a grant amount of **\$22,500** to the Grantee to install 17 Level 2 electric vehicle charging ports.
- 4.2 **(Cost Estimate Attached)** The total amount due was computed according to the cost estimate set forth in Exhibit A of this Agreement.
- 4.3 **(Funding)** The award amount in Section 4.1 reflects the funding limit for the Grant Project set by the Ohio EPA Director. Unless otherwise provided, funds through Ohio EPA shall be applied only to the eligible costs associated with the Grant Project. Grantee shall provide all other financial resources necessary to fully complete the Grant Project, including all cost overruns and contractor claims.
- 4.4 **(Invoices Required)** Grantee shall submit an invoice for the compensation incurred consistent with Article IV Paragraph 4.2 above and Exhibit A. Each invoice shall contain: a) Grantee's name and federal employer identification number (or other identification as appropriate); b) the address to which payment is to be sent; c) the Purchase Order number, which authorizes the purchase of the services or supplies; and d) a description of the equipment purchased, services performed, and total hours worked. Upon receipt and approval of the invoice by Ohio EPA, a voucher for payment shall be processed.
- 4.5 **(Payments)** Grantee certifies that the first payment shall not be made until all parties hereto have executed this Agreement, work has been completed and Grantee has submitted a written payment request form with authorized signature to Ohio EPA. Each succeeding payment shall not be made until the OEE Chief determines that the Grantee has demonstrated satisfactory fiscal and technical performance in compliance with this Agreement, as demonstrated by the Fiscal and Activity Progress Reports required under this Agreement, and upon submittal of the payment request form with authorized signature. The last ten percent (10%) of the total grant award shall only be reimbursed to the Project Contractor upon satisfactory completion of the Grant Project and submission to Ohio EPA of approvable fiscal and activity closing reports and final payment request form, with authorized signature.

The amount of any one payment request shall not exceed the sum of prior eligible expenditures to be paid on a reimbursement basis for costs incurred and invoiced. If, at the time a payment request is made, the Grantee has a cash balance from previous payments, the payment amount will be reduced by the amount of the cash

balance.

- 4.6 **(Balance of Grant)** Provided the OEE Chief makes the determinations set forth in the immediately preceding paragraph, the OEE Chief shall forward the final payment to the Grantee.
- 4.7 **(Satisfactory Performance)** The parties understand and agree that all payments made under this grant award are based on actual costs and are made in consideration of Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
- 4.8 **(Unspent Funds)** Within ninety (90) days of the date of the close of the Project Period, Grantee shall return all unspent funds to the Ohio EPA. Checks shall be made payable to the Treasurer of the State of Ohio and mailed to the Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, Columbus, Ohio 43216-1049.
- 4.9 **(Expenditures Incurred Prior to Effective Date of Agreement)** Grantee may not utilize any funds granted under this Agreement for payment of expenses or debts incurred prior to the effective date of this Agreement as specified in Article III, Paragraph 3.1.
- 4.10 **(Ineligible Costs: Costs Incurred in Preparation of Application)** Costs incurred in the preparation of the Grant Application and any revision thereof are not allowable costs.
- 4.11 **(No Reimbursement for Expenses)** Grantee shall not be reimbursed for travel, lodging, or other expenses incurred in the performance of this Agreement. Grantee's award shall be limited to the amount specified in Article IV, Paragraph 4.1.
- 4.12 **(Prohibited Expenditures)** Grantee may not use any funds granted under this Agreement for payment of: a) real estate acquisitions; b) capital improvements of permanent structures; c) fund-raising or membership drives; d) political campaigning for elective office or political candidates; e) legislative lobbying before a legislative body or administrative agency; f) grants or scholarships; g) food or beverage; h) indirect or overhead charges ; and i) anything else listed in current DMTF Grant Application guidelines as being prohibited.
- 4.13 **(Payment of Debts)** Grantee assumes full responsibility for the payment of all expenses or debts incurred in the performance of its obligations pursuant to this Agreement. Ohio EPA and its agents and employees assume no responsibility for the payment of any expense or debt incurred by Grantee.
- 4.14 **(Liability)** The Director of the Ohio EPA, and employees and representatives of Ohio EPA shall not be liable for any damages or claims made by any party that result from the expenditure of funds for the purposes of the Grant Award.

ARTICLE V: AVAILABILITY AND RECAPTURE OF FUNDS

- 5.1 **(Funds Available)** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant funding provisions of the ORC., including, but not limited to, ORC 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the OEE Chief gives Grantee written notice that such funds have been made available. If the OEE Chief should learn that funds are unavailable to meet the obligations set forth herein, the OEE Chief shall use best efforts to promptly notify Grantee and this Agreement shall be deemed void *ab initio*.
- 5.2 **(Recapture of Funds)** Unless otherwise directed by Ohio EPA, within the Project Period described in Article III Section 3.2, if for any reason the Grant Project is not completed in accordance with Article II or to a degree acceptable to the Ohio EPA, the Grantee shall repay to Ohio EPA an amount equal to the total funds Ohio EPA disbursed on behalf of the Grant Project.

ARTICLE VI: DISPUTES AND TERMINATION

- 6.1 **(Dispute Regarding Duties Other than Payments)** Any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to this Agreement, or breach thereof, other than payments, shall be resolved by the Director, after OEE Chief has endeavored to resolve the dispute through discussions with Grantee's Project Director.
- 6.2 **(Suspension/Termination)** As part of the resolution of any controversy, claim or dispute regarding the duties of Grantee or arising out of or relating to this Agreement, or breach thereof, the Director may immediately, with written notice to Grantee, suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and/or require total or partial refund of payments made to Grantee by Ohio EPA, if it appears to the Director that a) Grantee has not substantially performed according to the terms of this Agreement; b) Grantee has not shown the ability to perform in the future; c) Grantee has violated federal or state laws or regulations; or d) the effective performance of this Agreement is substantially endangered.
- 6.3 **(Cessation of Activities)** Grantee, upon receipt of notice to suspend or terminate Grant Project operations, shall cease all work under this Agreement, shall take all necessary and appropriate steps to cease the incurring of debts, and shall furnish a report concerning the work performed to that date, accomplishments, evaluation

of project activities, and such other matters as may be required by OEE Chief. In the event of suspension or termination, any payments made by the Ohio EPA for which Grantee has not performed work shall be refunded.

- 6.4 **(Delivery of Work Product)** In the event this Agreement is terminated prior to Grantee's completion of its obligations hereunder, Grantee shall deliver to OEE Chief all work products and documents that have been prepared by Grantee during the course of this Agreement. All such materials shall become, and remain, the property of the Ohio EPA, to be used in such manner and for such purposes as the Ohio EPA may choose.
- 6.5 **(Grantee Waiver)** Grantee agrees to waive any right to, and shall make no claim for, additional funds against Ohio EPA by reason of such suspension or termination.

ARTICLE VII: RECORD KEEPING

- 7.1 **(Records Retention)** Grantee agrees to keep full and complete documentation of all fiscal accounting on file for five (5) years from the date the conditions of this Agreement are finalized. Documentation supporting fiscal accounting shall be filed in a manner allowing it to be readily located. Grantee shall maintain, in a manner consistent with generally accepted accounting procedures, auditable records of all financial records pertaining to this Agreement.
- 7.2 **(Separate Accounting)** Grantee shall establish and maintain separate accounting records, including, but not limited to, separate records for all receipts and disbursements of DMTF funding, for the management of funds pursuant to this Agreement consistent with generally accepted accounting practices.
- 7.3 **(Supporting Records)** Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records, including all invoices for goods and services that were paid with funds under this agreement, for such expenditures consistent with generally accepted accounting practices.
- 7.4 **(Access and Audit)** Grantee shall provide OEE, federal and state auditors, and/or inspectors general with access to any and all financial records necessary to document the utilization of funds provided under this Grant within two (2) weeks following the OEE Chief's written request for such access. The OEE Chief, or his/her designee, shall have the right to conduct a compliance audit of Grantee's financial records of the Grant Project and to take such other action as is necessary to verify the accuracy of the amounts of compensation claimed by Grantee hereunder.

ARTICLE VIII: GRANTEE PROJECT REPORTS

- 8.1 **(Fiscal and Activity Progress Reports)** Fiscal and Activity Progress Reports shall describe the activities and accomplishments and account for the fiscal activity of the Grant Project for six-month periods. The Fiscal and Activity Progress Report must be signed by two individuals, unless the parties agree otherwise. The reports may be signed by the Project Director, Authorizing Agent, and/or Fiscal Agent. These Fiscal and Activity Progress Reports are due **30 days from the end of each six-month period until the end of the project period**. The first Fiscal and Activity Progress Report is due to the OEE Chief on 1/1/22.
- 8.2 **(Closing Fiscal and Activity Reports)** Closing Fiscal and Activity Report shall describe all fiscal activities and all Grant Project activities and accomplishments covering the entire project period. The Closing Report shall integrate and add to all previously submitted fiscal and activity reports. The Closing Report shall also include documentation of all support (cash, in-kind, and/or other contribution) received from sources other than Ohio EPA in support of the activities of the Grant Project. The Report must be signed by two individuals, unless the parties agree otherwise. The Report may be signed by the Project Director, Authorizing Agent, and/or Fiscal Agent. The Closing Fiscal and Activity Report is due **60 days from the end of the Project Period** defined in Article III Section 3.2.
- 8.3 **(Annual Charger Usage Reports)** Annual Charger Usage Reports are due by January 30th of every year and will span the previous calendar year. This reporting requirement will be effective the date the new chargers begin operating. It is anticipated that the first report submitted will cover part of a calendar year. After that, the grantee will submit complete year reports for the next 5 years.
- 8.4 **(Report Information)** With respect to every Fiscal and Activity Progress Report, Closing Report and Annual Charger Usage Report, the Grantee agrees to submit information identified by OEE in the "Grants Administration Reference Folder" and, where co-applicable, on forms supplied by OEE.

ARTICLE IX: RELATED AGREEMENTS

- 9.1 **(Work to be Performed by Grantee)** The work contemplated in this Agreement is to be performed by Grantee, who may subcontract without Ohio EPA's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the work or services contemplated in this Agreement, but which are required for its satisfactory completion. All work subcontracted shall be at Grantee's expense.
- 9.2 **(Grantee Remains Responsible)** An agreement between the Grantee and a third party for contractual services related to the Grant Project shall not relieve Grantee of any of its responsibility under the terms and conditions of this Agreement.

- 9.3 **(Grantee Shall Bind Subcontractors to Terms of This Agreement)** Grantee shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement. In addition, the Grantee agrees not to allow the third party to spend money in a manner prohibited by this Agreement or the Grant Guidelines. For example, Grantee agrees not to use DMTF grant dollars to pay the third party any indirect costs for contractual services above the amount allowed for indirect costs in the current DMTF Grant Application guidelines.

ARTICLE X: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 **(No Acquisition of Interest)** In the performance of this Agreement, Grantee agrees that neither Grantee nor any personnel of Grantee shall, prior to the completion of the duties and obligations of this Agreement, acquire any interest, direct or indirect, that is incompatible or in conflict with the discharge and fulfillment of Grantee's functions and responsibilities with respect to this Agreement.
- 10.2 **(Disclosure of Conflicting Interest)** Any person who has or acquires, whether voluntarily or involuntarily, an interest in contravention of paragraph 10.1 of this Article, shall immediately disclose such interest to the OEE Chief in writing. Thereafter, that person shall not participate in any action affecting the work under this Agreement, unless the Director or his/her designee shall determine that, in light of the interest disclosed, the person's participation in any such action would not be contrary to the public interest.
- 10.3 **(Compliance with Other Ohio Ethics and Conflicts of Interest Laws)** Grantee represents, warrants, and certifies that Grantee and all personnel of Grantee engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further represents, warrants, and certifies that neither Grantee nor any of its personnel will do anything that is inconsistent with such laws.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 **(Nondiscrimination in Hiring)** Pursuant to ORC 125.111, Grantee agrees that Grantee, any subcontractor, or any person acting on behalf of Grantee or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, national origin, or ancestry, against any citizen of this state in hiring of any person qualified and available to perform the work under this Agreement.

- 11.2 **(Nondiscrimination in Employment)** Grantee further agrees that Grantee, any subcontractor, or any person acting on behalf of Grantee or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, national origin, or ancestry.
- 11.3 **(Affirmative Action)** If required by ORC 125.111 to have an affirmative action program, Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file an affirmative action verification form with the equal employment opportunity office of the Department of Administrative Services. (The form may be completed with an electronic filing through the Ohio Gateway, available at <http://www.business.ohio.gov/>.)
- 11.4 **(Compliance with Labor Laws)** Grantee represents, warrants, and certifies that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances governing fair labor and employment practices.

ARTICLE XII: PURCHASING REQUIREMENTS

- 12.1 **(Grantee Will Abide By Executive Order 2019-12D, Governing The Expenditure of Public Funds for Offshore Services)** Grantee affirms to have read and understands Executive Order No. 2019-12D issued by Ohio Governor Mike DeWine. Grantee shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside the United States. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Order is available at: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>. The term services as used in this Agreement does not include the purchase of equipment, parts or supplies under the Grant Project.
- 12.2 **(Grantee Will Abide By Executive Order 2019-12D and Make Certain Disclosures)** Grantee also affirms, understands, and agrees to immediately notify the Ohio EPA of any changes or shift in the location(s) of services performed by Grantee or its subcontractors, if any, under this Agreement and that no services shall be changed or shifted to a location that is outside the United States.
- A. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The

State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including, but not limited to, an audit or a risk analysis, as a result of Grantee performing services outside the United States.

- B. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- C. Notwithstanding the State permitting a period of time to cure the breach or Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including, but not limited to, recovery of funds paid for services Grantee performed outside of the United States.

- 12.3 **(MBE/DBE Good Faith Efforts in Subcontracting)** When seeking vendors under this Agreement, Grantee shall make a good faith effort to identify Minority Business Enterprises (MBE) and Disadvantaged Business Enterprises (DBE) that are a potential source for the good or service and make them aware of the opportunity to submit a proposal or bid for the work. MBE/DBE vendors can be found at: <https://eodreporting.oit.ohio.gov/mbe-certification> and <https://eodreporting.oit.ohio.gov/edge-certification>.

ARTICLE XIII: RIGHTS IN MATERIALS AND COPYRIGHTS/PUBLIC USE

- 13.1 **(Public Record)** The parties hereto understand and agree that it is the intent of the OEE Chief to make all materials submitted as a part of this Grant Project available to the public.

ARTICLE XIV: RESPONSIBILITY/DAMAGES

- 14.1 **(Responsibility)** Each party will be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own negligence, tortious acts, or other conduct or are due to the negligence, tortious acts, or other conduct of that party's respective agents, officers, or employees.
- 14.2 **(No Special Damages)** In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XV: COMPLIANCE WITH LAWS

- 15.1. **(Compliance with Other Laws.)** In addition to complying with the laws specifically referenced in this Grant Agreement, Grantee agrees to comply with all applicable federal, state, and local laws, not specifically referenced herein, in the performance of this Agreement. Grantee accepts full responsibility for payment of taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work required to fulfill its obligations under this Agreement.

ARTICLE XVI: DRUG FREE WORKPLACE

- 16.1 **(Drug-Free Workplace)** Grantee agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess alcohol, illegal drugs, or abuse prescription drugs in any way during the performance of this Agreement.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

- 17.1 **(No Campaign Contributions)** Grantee certifies that neither Grantee nor any of Grantee's partners, administrators, shareholders nor the spouses of any such persons, have made within the previous two calendar years any campaign contribution **in excess of** a limitation specified in ORC 3517.13(I) or (J). (In general, this law prohibits contracts when such individuals have made contributions to the public officer having ultimate responsibility for contract award or to the public officer's campaign committee. The Ohio Governor's office is considered to have ultimate responsibility for award of Ohio EPA contracts.)
- 17.2 **(No Lobbying)** In addition, Grantee agrees not to use any funds received under this Agreement to support any political campaign for elective office or to support attempts to lobby legislation before a legislative body or administrative agency.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

- 18.1 **(Entire Agreement)** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 18.2 **(Supersedence)** This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

- 18.3 **(No Continuing Waiver)** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: MODIFICATION OF PROJECT BUDGET AND PROJECT ACTIVITIES

- 19.1 **(Project Budget Modifications)** Grantee may NOT modify a budget line item, as contained in Exhibit A, without prior written approval of the OEE Chief. Grantee shall provide the OEE Chief written notice of the requested changes and a revised budget in written form within thirty (30) days after Grantee's determination that a revision to the budget is needed. Grantee shall report the Project Budget modifications according to the guidelines set forth in the Grant Administration Reference Folder. Further, Grantee shall maintain in its fiscal records documentation of all budget line item modifications.
- 19.2 **(Project Activity Modifications)** Grantee may NOT modify the Project Activities, as contained in Exhibit A, without prior written approval of the OEE Chief. Grantee shall propose the requested Project Activity modifications according to the guidelines set forth in the Grant Administration Reference Folder.

ARTICLE XX: HEADINGS

- 20.1 **(Headings)** The paragraph and article titles and headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

- 21.1 **(Severability)** A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

ARTICLE XXII: CONTROLLING LAW

- 22.1 **(Governing Law)** This Agreement shall be interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. Only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance under it.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

23.1 **(Written Consent Required)** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Grantee without the prior written consent of the Ohio EPA. Any attempted assignment or delegation not consented to may be deemed void by the Ohio EPA.

ARTICLE XXIV: FINDINGS OF RECOVERY

24.1 **(No Unresolved Findings of Recovery)** Grantee warrants that it is not subject to an “unresolved” finding for recovery under ORC 9.24. Grantee agrees that if Grantee is subject to an “unresolved” finding for recovery under ORC 9.24, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.

ARTICLE XXV: DEBARMENT

25.1 **(Suspension and Debarment)** Grantee certifies that they are not on the Excluded Parties List as a result of debarment or suspension and when expending federal funds, agree to verify that prospective vendors who will be paid more than \$25,000 and all providers of auditing or similar financial services (regardless of amount paid) do not appear on the Excluded Parties List which is available at: www.sam.gov.

ARTICLE XXVI: CERTIFICATIONS

26.1 **(Victim Protection Act)** Grantee certifies that the Grantee, the Grantee’s employees, subrecipients under this award, and subrecipients’ employees will not: a) engage in any form of trafficking in persons during the period of time that this award is in effect; b) procure a commercial sex act during the period of time that this award is in effect; or c) use forced labor in the performance of the award or sub awards under the award.

26.2 **(False Claim)** Grantee certifies that it will promptly forward to the U.S. Environmental Protection Agency’s Inspector General any credible evidence that any person has submitted a false claim under the False Claims Act or committed any other civil or criminal violation of law involving funds provided under this grant.

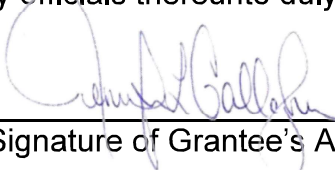
ARTICLE XXVII: EXECUTION/EFFECTIVE DATE

27.1 **(Full Execution Required)** This Agreement is not binding upon the parties unless executed in full.

27.2 **(Execution)** Two or more copies of this Agreement may be executed contemporaneously, each of which copy shall be deemed an original, but all of which together shall constitute one and the same instrument.

By signing the signature page, Grantee assures and certifies that the specific information detailed in this Agreement, the Grant Application (Exhibit A) and the RFA (Exhibit B) are current, accurate and complete.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.



Signature of Grantee's Authorizing Agent

4/22/2021


Date

Jennifer Gallagher Director

Name and Title of Grantee's Authorizing Agent
(Please type or print)

City of Columbus, Department of Public Service

Name of Grantee's Organization
(Please type or print)


E-SIGNED by Heidi Griesmer
on 2021-05-24 21:13:02 GMT

Laurie A. Stevenson, Director, or Authorized Agent
Ohio Environmental Protection Agency

Date

**OHIO DIESEL MITIGATION TRUST FUND
2021 LEVEL 2 ELECTRIC VEHICLE CHARGING GRANT AGREEMENT**

This Agreement is effective on the date when the last required signature is affixed hereto. This Agreement is entered into by and between the **Ohio Environmental Protection Agency**, hereinafter referred to as the "Ohio EPA", and **City of Columbus**, hereinafter referred to as "Grantee." This Agreement is made to administer the Diesel Mitigation Trust Fund ("DMTF") grant award for the project submitted for funding by the Grantee assigned Ohio EPA grant number **V21EVL2-0062-b**, hereinafter referred to as the "Grant Project."

WHEREAS, Ohio Revised Code (ORC) 3745.45 creates in the state treasury the Volkswagen clean air act settlement fund. Settlement funding is dispersed under the DMTF program administered by Ohio EPA.

WHEREAS, ORC 3745.01(C) authorizes the Director of Ohio EPA to enter into contracts with any other agencies of the state, the federal government, other states, and interstate agencies and with affected groups, political subdivisions and industries in furtherance of the purposes of that chapter and ORC Chapters 3704, 3714, 3734, 3745, 3751, 3752, 6109, and 6111.

WHEREAS, the Director desires to award a DMTF grant and/or to disburse Volkswagen clean air act settlement funding to Grantee.

WHEREAS, Grantee desires to perform and complete such work, activities, and requirements as prescribed by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I: CONTACT AND COORDINATION AND NATURE OF RELATIONSHIP

- 1.1 **(OEE Chief)** On behalf of the Director of the Ohio EPA, the Chief of the Office of Environmental Education ("OEE Chief") shall be responsible for evaluation of Grantee's performance, authorization of payment of the award to Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA OEE Chief, or his/her designee, shall coordinate communications with Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- 1.2 **(Grantee Project Director)** Grantee Project Director of the Grant Project ("Grantee Project Director") shall, in accordance with the proposed Budget, coordinate the work, activities, and requirements set forth in a) the body of this Agreement; b) the Grant Application; and c) in any applicable conditions established precedent to this Agreement. Grantee's Project Director shall coordinate all work through the OEE Chief, or his/her designee.

- 1.3 **(Grantee Authorizing Agent)** Grantee's "Authorizing Agent" shall be the person who executes this Agreement on behalf of Grantee. If the Grantee's Authorizing Agent wishes to communicate with OEE, such communication must be with the OEE Chief or his/her designee.
- 1.4 **(Ohio EPA Authorizing Agent)** The Ohio EPA's "Authorizing Agent" shall be the person who executes this Agreement on behalf of the Ohio EPA. Ohio EPA's Authorizing Agent shall be the Director of Ohio EPA, or his/her delegated signatory.
- 1.5 **(Signatory Authority)** If Grantee wishes to delegate signatory authority to a representative, written confirmation of the delegation shall be sent to the OEE Chief.
- 1.6 **(Reliance on Grantee Representation)** The Ohio EPA, by and through the Director, enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee warrants that it does possess the necessary expertise and experience. Further, Grantee agrees and represents that all persons involved in Grantee's performance of work under this Agreement are properly qualified, trained and competent, and possess the required licenses, permits, certifications, and registrations necessary to lawfully provide the services.
- 1.7 **(Grantee Responsibility)** Grantee shall be responsible for the performance of the requirements under this Agreement and the Ohio EPA shall not hire, supervise, or pay any assistants to Grantee in Grantee's performance under this Agreement. Ohio EPA shall not be required to provide any training to Grantee to enable it to perform services required hereunder. While Grantee shall be required to render services described hereunder for Ohio EPA, nothing herein shall be construed to imply that Ohio EPA shall have or may exercise any right of control over Grantee with regard to the manner or method of Grantee's performance of the services. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee. Ohio EPA retains the right to ensure that Grantee's work is in conformity with the terms and conditions of this Agreement.
- 1.8 **(Grantee Independence)** It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of the Ohio EPA, or the State of Ohio. Grantee acknowledges and agrees that any individual providing services under this Agreement is not a public employee for purposes of ORC Chapter 145.

- 1.9 **(Reimbursement)** In the event of a termination of this Agreement by Ohio EPA, Grantee shall be compensated in accordance with the Termination of Grantee's Services Article of this Agreement.
- 1.10 **(Grantee Responsibility for Business Expenses)** Grantee shall be responsible for all of Grantee's business expenses, including, but not limited to, computers, internet access, software, phone services, required licenses and permits, employee's wages, salaries, and benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 1.11 **(Neither Party May Bind Other)** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 1.12 **(Compliance with ORC)** It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to Ohio law, including, but not limited to the terms of, ORC 127.16, or ORC Chapter 102.

ARTICLE II: SCOPE OF WORK

- 2.1 **(Scope of Work)** Grantee shall successfully perform and complete the work, activities, and requirements set forth in a) the body of this Agreement; and b) in the Grant Application, which is attached hereto and labeled "**Exhibit A**"; and c) the 2020 DMTF Level 2 Electric Vehicle Charging Station Grant Request for Applications (RFA) which is attached hereto and labeled "**Exhibit B**", (Exhibit A and B are hereby made a part of this Agreement and incorporated herein by reference as if fully rewritten.)

Grantee will especially ensure that the charging ports installed under this grant project comply with all program requirements in Section 4 of the RFA, including but not limited to, a) equal and unrestricted availability, access and online visibility of the chargers to the public, b) at least one parking space and charger that meets the accessibility requirements of the American with Disabilities Act (ADA) and c) submission of Annual Charger Usage Reports as described in Article VIII Section 8.3.

- 2.2 **(Adherence to Budget)** Grantee included in the application, as a condition precedent to this Agreement, a proposed Budget. Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated Grant Project resources and expenditures for the term of this Agreement. Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit**

A" (attached hereto and incorporated herein) in accordance with the proposed Budget.

- 2.3 **(Fiscal & Activity Reports)** Grantee shall provide the OEE Chief with fiscal and activity reports in accordance with the terms set forth in Article VIII of this Agreement.
- 2.4 **(Publicity)** Grantee shall not do the following without crediting the source of the funding:
 - a. Advertise that Grantee is doing business with the State; or
 - b. Use this Agreement as a marketing or sales tool.
- 2.5 **(Contract Administration)** Grantee shall certify both the quantity and quality of material used and the quality of the work performed, when applicable, incurred by Grantee for the eligible work on the Grant Project. Grantee shall certify that the Grant Project is in accordance with the scope and material specifications or approved amendments thereto. The DMTF operates on a reimbursement basis. Grantee shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from Ohio EPA for vehicle or equipment purchases or work performed on the Grant Project. Grantee shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the Grant Project. Grantee must submit to Ohio EPA a written request for reimbursement of the DMTF share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 **(Term of Agreement)** The parties agree that this Agreement is effective on the date when the last required signature is affixed hereto and runs through the date the OEE Chief issues a written letter of closure, except that Grantee agrees to retain fiscal records according to Article VII.
- 3.2 **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto and runs through **December 31, 2027 or the date the fifth complete calendar year annual charger usage report (described in Article VIII Section 8.3) is approved by the OEE Chief, whichever is later.** The Project Period may not be extended without the express agreement of the parties through a written request of Grantee and the written approval of Director or his/her delegated signatory.
- 3.3 **(Biennium limitation; Renewal at Discretion of Director)** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement may expire the last day of the current State of Ohio biennium. In the event that it is determined that Director's expenditure authorization is subject to a biennium limitation, then at Director's discretion, this Agreement may be renewed

by the parties for the next biennium by executing a new Agreement based upon the same terms and conditions of this Agreement or this Agreement may be renewed by any other legally acceptable method.

ARTICLE IV: AWARD PAYMENTS AND EXPENDITURES

- 4.1 **(Award Amount and Ports)** Ohio EPA, by and through the Director, hereby awards a grant amount of **\$22,500** to the Grantee to install 16 Level 2 electric vehicle charging ports.
- 4.2 **(Cost Estimate Attached)** The total amount due was computed according to the cost estimate set forth in Exhibit A of this Agreement.
- 4.3 **(Funding)** The award amount in Section 4.1 reflects the funding limit for the Grant Project set by the Ohio EPA Director. Unless otherwise provided, funds through Ohio EPA shall be applied only to the eligible costs associated with the Grant Project. Grantee shall provide all other financial resources necessary to fully complete the Grant Project, including all cost overruns and contractor claims.
- 4.4 **(Invoices Required)** Grantee shall submit an invoice for the compensation incurred consistent with Article IV Paragraph 4.2 above and Exhibit A. Each invoice shall contain: a) Grantee's name and federal employer identification number (or other identification as appropriate); b) the address to which payment is to be sent; c) the Purchase Order number, which authorizes the purchase of the services or supplies; and d) a description of the equipment purchased, services performed, and total hours worked. Upon receipt and approval of the invoice by Ohio EPA, a voucher for payment shall be processed.
- 4.5 **(Payments)** Grantee certifies that the first payment shall not be made until all parties hereto have executed this Agreement, work has been completed and Grantee has submitted a written payment request form with authorized signature to Ohio EPA. Each succeeding payment shall not be made until the OEE Chief determines that the Grantee has demonstrated satisfactory fiscal and technical performance in compliance with this Agreement, as demonstrated by the Fiscal and Activity Progress Reports required under this Agreement, and upon submittal of the payment request form with authorized signature. The last ten percent (10%) of the total grant award shall only be reimbursed to the Project Contractor upon satisfactory completion of the Grant Project and submission to Ohio EPA of approvable fiscal and activity closing reports and final payment request form, with authorized signature.

The amount of any one payment request shall not exceed the sum of prior eligible expenditures to be paid on a reimbursement basis for costs incurred and invoiced. If, at the time a payment request is made, the Grantee has a cash balance from previous payments, the payment amount will be reduced by the amount of the cash

balance.

- 4.6 **(Balance of Grant)** Provided the OEE Chief makes the determinations set forth in the immediately preceding paragraph, the OEE Chief shall forward the final payment to the Grantee.
- 4.7 **(Satisfactory Performance)** The parties understand and agree that all payments made under this grant award are based on actual costs and are made in consideration of Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
- 4.8 **(Unspent Funds)** Within ninety (90) days of the date of the close of the Project Period, Grantee shall return all unspent funds to the Ohio EPA. Checks shall be made payable to the Treasurer of the State of Ohio and mailed to the Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, Columbus, Ohio 43216-1049.
- 4.9 **(Expenditures Incurred Prior to Effective Date of Agreement)** Grantee may not utilize any funds granted under this Agreement for payment of expenses or debts incurred prior to the effective date of this Agreement as specified in Article III, Paragraph 3.1.
- 4.10 **(Ineligible Costs: Costs Incurred in Preparation of Application)** Costs incurred in the preparation of the Grant Application and any revision thereof are not allowable costs.
- 4.11 **(No Reimbursement for Expenses)** Grantee shall not be reimbursed for travel, lodging, or other expenses incurred in the performance of this Agreement. Grantee's award shall be limited to the amount specified in Article IV, Paragraph 4.1.
- 4.12 **(Prohibited Expenditures)** Grantee may not use any funds granted under this Agreement for payment of: a) real estate acquisitions; b) capital improvements of permanent structures; c) fund-raising or membership drives; d) political campaigning for elective office or political candidates; e) legislative lobbying before a legislative body or administrative agency; f) grants or scholarships; g) food or beverage; h) indirect or overhead charges ; and i) anything else listed in current DMTF Grant Application guidelines as being prohibited.
- 4.13 **(Payment of Debts)** Grantee assumes full responsibility for the payment of all expenses or debts incurred in the performance of its obligations pursuant to this Agreement. Ohio EPA and its agents and employees assume no responsibility for the payment of any expense or debt incurred by Grantee.
- 4.14 **(Liability)** The Director of the Ohio EPA, and employees and representatives of Ohio EPA shall not be liable for any damages or claims made by any party that result from the expenditure of funds for the purposes of the Grant Award.

ARTICLE V: AVAILABILITY AND RECAPTURE OF FUNDS

- 5.1 **(Funds Available)** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant funding provisions of the ORC., including, but not limited to, ORC 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the OEE Chief gives Grantee written notice that such funds have been made available. If the OEE Chief should learn that funds are unavailable to meet the obligations set forth herein, the OEE Chief shall use best efforts to promptly notify Grantee and this Agreement shall be deemed void *ab initio*.
- 5.2 **(Recapture of Funds)** Unless otherwise directed by Ohio EPA, within the Project Period described in Article III Section 3.2, if for any reason the Grant Project is not completed in accordance with Article II or to a degree acceptable to the Ohio EPA, the Grantee shall repay to Ohio EPA an amount equal to the total funds Ohio EPA disbursed on behalf of the Grant Project.

ARTICLE VI: DISPUTES AND TERMINATION

- 6.1 **(Dispute Regarding Duties Other than Payments)** Any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to this Agreement, or breach thereof, other than payments, shall be resolved by the Director, after OEE Chief has endeavored to resolve the dispute through discussions with Grantee's Project Director.
- 6.2 **(Suspension/Termination)** As part of the resolution of any controversy, claim or dispute regarding the duties of Grantee or arising out of or relating to this Agreement, or breach thereof, the Director may immediately, with written notice to Grantee, suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and/or require total or partial refund of payments made to Grantee by Ohio EPA, if it appears to the Director that a) Grantee has not substantially performed according to the terms of this Agreement; b) Grantee has not shown the ability to perform in the future; c) Grantee has violated federal or state laws or regulations; or d) the effective performance of this Agreement is substantially endangered.
- 6.3 **(Cessation of Activities)** Grantee, upon receipt of notice to suspend or terminate Grant Project operations, shall cease all work under this Agreement, shall take all necessary and appropriate steps to cease the incurring of debts, and shall furnish a report concerning the work performed to that date, accomplishments, evaluation

of project activities, and such other matters as may be required by OEE Chief. In the event of suspension or termination, any payments made by the Ohio EPA for which Grantee has not performed work shall be refunded.

- 6.4 **(Delivery of Work Product)** In the event this Agreement is terminated prior to Grantee's completion of its obligations hereunder, Grantee shall deliver to OEE Chief all work products and documents that have been prepared by Grantee during the course of this Agreement. All such materials shall become, and remain, the property of the Ohio EPA, to be used in such manner and for such purposes as the Ohio EPA may choose.
- 6.5 **(Grantee Waiver)** Grantee agrees to waive any right to, and shall make no claim for, additional funds against Ohio EPA by reason of such suspension or termination.

ARTICLE VII: RECORD KEEPING

- 7.1 **(Records Retention)** Grantee agrees to keep full and complete documentation of all fiscal accounting on file for five (5) years from the date the conditions of this Agreement are finalized. Documentation supporting fiscal accounting shall be filed in a manner allowing it to be readily located. Grantee shall maintain, in a manner consistent with generally accepted accounting procedures, auditable records of all financial records pertaining to this Agreement.
- 7.2 **(Separate Accounting)** Grantee shall establish and maintain separate accounting records, including, but not limited to, separate records for all receipts and disbursements of DMTF funding, for the management of funds pursuant to this Agreement consistent with generally accepted accounting practices.
- 7.3 **(Supporting Records)** Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records, including all invoices for goods and services that were paid with funds under this agreement, for such expenditures consistent with generally accepted accounting practices.
- 7.4 **(Access and Audit)** Grantee shall provide OEE, federal and state auditors, and/or inspectors general with access to any and all financial records necessary to document the utilization of funds provided under this Grant within two (2) weeks following the OEE Chief's written request for such access. The OEE Chief, or his/her designee, shall have the right to conduct a compliance audit of Grantee's financial records of the Grant Project and to take such other action as is necessary to verify the accuracy of the amounts of compensation claimed by Grantee hereunder.

ARTICLE VIII: GRANTEE PROJECT REPORTS

- 8.1 **(Fiscal and Activity Progress Reports)** Fiscal and Activity Progress Reports shall describe the activities and accomplishments and account for the fiscal activity of the Grant Project for six-month periods. The Fiscal and Activity Progress Report must be signed by two individuals, unless the parties agree otherwise. The reports may be signed by the Project Director, Authorizing Agent, and/or Fiscal Agent. These Fiscal and Activity Progress Reports are due **30 days from the end of each six-month period until the end of the project period**. The first Fiscal and Activity Progress Report is due to the OEE Chief on 1/1/22.
- 8.2 **(Closing Fiscal and Activity Reports)** Closing Fiscal and Activity Report shall describe all fiscal activities and all Grant Project activities and accomplishments covering the entire project period. The Closing Report shall integrate and add to all previously submitted fiscal and activity reports. The Closing Report shall also include documentation of all support (cash, in-kind, and/or other contribution) received from sources other than Ohio EPA in support of the activities of the Grant Project. The Report must be signed by two individuals, unless the parties agree otherwise. The Report may be signed by the Project Director, Authorizing Agent, and/or Fiscal Agent. The Closing Fiscal and Activity Report is due **60 days from the end of the Project Period** defined in Article III Section 3.2.
- 8.3 **(Annual Charger Usage Reports)** Annual Charger Usage Reports are due by January 30th of every year and will span the previous calendar year. This reporting requirement will be effective the date the new chargers begin operating. It is anticipated that the first report submitted will cover part of a calendar year. After that, the grantee will submit complete year reports for the next 5 years.
- 8.4 **(Report Information)** With respect to every Fiscal and Activity Progress Report, Closing Report and Annual Charger Usage Report, the Grantee agrees to submit information identified by OEE in the "Grants Administration Reference Folder" and, where co-applicable, on forms supplied by OEE.

ARTICLE IX: RELATED AGREEMENTS

- 9.1 **(Work to be Performed by Grantee)** The work contemplated in this Agreement is to be performed by Grantee, who may subcontract without Ohio EPA's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the work or services contemplated in this Agreement, but which are required for its satisfactory completion. All work subcontracted shall be at Grantee's expense.
- 9.2 **(Grantee Remains Responsible)** An agreement between the Grantee and a third party for contractual services related to the Grant Project shall not relieve Grantee of any of its responsibility under the terms and conditions of this Agreement.

- 9.3 **(Grantee Shall Bind Subcontractors to Terms of This Agreement)** Grantee shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement. In addition, the Grantee agrees not to allow the third party to spend money in a manner prohibited by this Agreement or the Grant Guidelines. For example, Grantee agrees not to use DMTF grant dollars to pay the third party any indirect costs for contractual services above the amount allowed for indirect costs in the current DMTF Grant Application guidelines.

ARTICLE X: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 **(No Acquisition of Interest)** In the performance of this Agreement, Grantee agrees that neither Grantee nor any personnel of Grantee shall, prior to the completion of the duties and obligations of this Agreement, acquire any interest, direct or indirect, that is incompatible or in conflict with the discharge and fulfillment of Grantee's functions and responsibilities with respect to this Agreement.
- 10.2 **(Disclosure of Conflicting Interest)** Any person who has or acquires, whether voluntarily or involuntarily, an interest in contravention of paragraph 10.1 of this Article, shall immediately disclose such interest to the OEE Chief in writing. Thereafter, that person shall not participate in any action affecting the work under this Agreement, unless the Director or his/her designee shall determine that, in light of the interest disclosed, the person's participation in any such action would not be contrary to the public interest.
- 10.3 **(Compliance with Other Ohio Ethics and Conflicts of Interest Laws)** Grantee represents, warrants, and certifies that Grantee and all personnel of Grantee engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further represents, warrants, and certifies that neither Grantee nor any of its personnel will do anything that is inconsistent with such laws.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 **(Nondiscrimination in Hiring)** Pursuant to ORC 125.111, Grantee agrees that Grantee, any subcontractor, or any person acting on behalf of Grantee or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, national origin, or ancestry, against any citizen of this state in hiring of any person qualified and available to perform the work under this Agreement.

- 11.2 **(Nondiscrimination in Employment)** Grantee further agrees that Grantee, any subcontractor, or any person acting on behalf of Grantee or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, national origin, or ancestry.
- 11.3 **(Affirmative Action)** If required by ORC 125.111 to have an affirmative action program, Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file an affirmative action verification form with the equal employment opportunity office of the Department of Administrative Services. (The form may be completed with an electronic filing through the Ohio Gateway, available at <http://www.business.ohio.gov/>.)
- 11.4 **(Compliance with Labor Laws)** Grantee represents, warrants, and certifies that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances governing fair labor and employment practices.

ARTICLE XII: PURCHASING REQUIREMENTS

- 12.1 **(Grantee Will Abide By Executive Order 2019-12D, Governing The Expenditure of Public Funds for Offshore Services)** Grantee affirms to have read and understands Executive Order No. 2019-12D issued by Ohio Governor Mike DeWine. Grantee shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside the United States. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Order is available at: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>. The term services as used in this Agreement does not include the purchase of equipment, parts or supplies under the Grant Project.
- 12.2 **(Grantee Will Abide By Executive Order 2019-12D and Make Certain Disclosures)** Grantee also affirms, understands, and agrees to immediately notify the Ohio EPA of any changes or shift in the location(s) of services performed by Grantee or its subcontractors, if any, under this Agreement and that no services shall be changed or shifted to a location that is outside the United States.
- A. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The

State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including, but not limited to, an audit or a risk analysis, as a result of Grantee performing services outside the United States.

- B. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- C. Notwithstanding the State permitting a period of time to cure the breach or Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including, but not limited to, recovery of funds paid for services Grantee performed outside of the United States.

- 12.3 **(MBE/DBE Good Faith Efforts in Subcontracting)** When seeking vendors under this Agreement, Grantee shall make a good faith effort to identify Minority Business Enterprises (MBE) and Disadvantaged Business Enterprises (DBE) that are a potential source for the good or service and make them aware of the opportunity to submit a proposal or bid for the work. MBE/DBE vendors can be found at: <https://eodreporting.oit.ohio.gov/mbe-certification> and <https://eodreporting.oit.ohio.gov/edge-certification>.

ARTICLE XIII: RIGHTS IN MATERIALS AND COPYRIGHTS/PUBLIC USE

- 13.1 **(Public Record)** The parties hereto understand and agree that it is the intent of the OEE Chief to make all materials submitted as a part of this Grant Project available to the public.

ARTICLE XIV: RESPONSIBILITY/DAMAGES

- 14.1 **(Responsibility)** Each party will be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own negligence, tortious acts, or other conduct or are due to the negligence, tortious acts, or other conduct of that party's respective agents, officers, or employees.
- 14.2 **(No Special Damages)** In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XV: COMPLIANCE WITH LAWS

- 15.1. **(Compliance with Other Laws.)** In addition to complying with the laws specifically referenced in this Grant Agreement, Grantee agrees to comply with all applicable federal, state, and local laws, not specifically referenced herein, in the performance of this Agreement. Grantee accepts full responsibility for payment of taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work required to fulfill its obligations under this Agreement.

ARTICLE XVI: DRUG FREE WORKPLACE

- 16.1 **(Drug-Free Workplace)** Grantee agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess alcohol, illegal drugs, or abuse prescription drugs in any way during the performance of this Agreement.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

- 17.1 **(No Campaign Contributions)** Grantee certifies that neither Grantee nor any of Grantee's partners, administrators, shareholders nor the spouses of any such persons, have made within the previous two calendar years any campaign contribution **in excess of** a limitation specified in ORC 3517.13(I) or (J). (In general, this law prohibits contracts when such individuals have made contributions to the public officer having ultimate responsibility for contract award or to the public officer's campaign committee. The Ohio Governor's office is considered to have ultimate responsibility for award of Ohio EPA contracts.)
- 17.2 **(No Lobbying)** In addition, Grantee agrees not to use any funds received under this Agreement to support any political campaign for elective office or to support attempts to lobby legislation before a legislative body or administrative agency.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

- 18.1 **(Entire Agreement)** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 18.2 **(Supersedence)** This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

- 18.3 **(No Continuing Waiver)** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: MODIFICATION OF PROJECT BUDGET AND PROJECT ACTIVITIES

- 19.1 **(Project Budget Modifications)** Grantee may NOT modify a budget line item, as contained in Exhibit A, without prior written approval of the OEE Chief. Grantee shall provide the OEE Chief written notice of the requested changes and a revised budget in written form within thirty (30) days after Grantee's determination that a revision to the budget is needed. Grantee shall report the Project Budget modifications according to the guidelines set forth in the Grant Administration Reference Folder. Further, Grantee shall maintain in its fiscal records documentation of all budget line item modifications.
- 19.2 **(Project Activity Modifications)** Grantee may NOT modify the Project Activities, as contained in Exhibit A, without prior written approval of the OEE Chief. Grantee shall propose the requested Project Activity modifications according to the guidelines set forth in the Grant Administration Reference Folder.

ARTICLE XX: HEADINGS

- 20.1 **(Headings)** The paragraph and article titles and headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

- 21.1 **(Severability)** A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

ARTICLE XXII: CONTROLLING LAW

- 22.1 **(Governing Law)** This Agreement shall be interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. Only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance under it.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

23.1 **(Written Consent Required)** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Grantee without the prior written consent of the Ohio EPA. Any attempted assignment or delegation not consented to may be deemed void by the Ohio EPA.

ARTICLE XXIV: FINDINGS OF RECOVERY

24.1 **(No Unresolved Findings of Recovery)** Grantee warrants that it is not subject to an “unresolved” finding for recovery under ORC 9.24. Grantee agrees that if Grantee is subject to an “unresolved” finding for recovery under ORC 9.24, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.

ARTICLE XXV: DEBARMENT

25.1 **(Suspension and Debarment)** Grantee certifies that they are not on the Excluded Parties List as a result of debarment or suspension and when expending federal funds, agree to verify that prospective vendors who will be paid more than \$25,000 and all providers of auditing or similar financial services (regardless of amount paid) do not appear on the Excluded Parties List which is available at: www.sam.gov.

ARTICLE XXVI: CERTIFICATIONS

- 26.1 **(Victim Protection Act)** Grantee certifies that the Grantee, the Grantee’s employees, subrecipients under this award, and subrecipients’ employees will not: a) engage in any form of trafficking in persons during the period of time that this award is in effect; b) procure a commercial sex act during the period of time that this award is in effect; or c) use forced labor in the performance of the award or sub awards under the award.
- 26.2 **(False Claim)** Grantee certifies that it will promptly forward to the U.S. Environmental Protection Agency’s Inspector General any credible evidence that any person has submitted a false claim under the False Claims Act or committed any other civil or criminal violation of law involving funds provided under this grant.

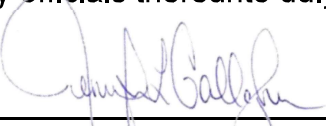
ARTICLE XXVII: EXECUTION/EFFECTIVE DATE

27.1 **(Full Execution Required)** This Agreement is not binding upon the parties unless executed in full.

27.2 **(Execution)** Two or more copies of this Agreement may be executed contemporaneously, each of which copy shall be deemed an original, but all of which together shall constitute one and the same instrument.

By signing the signature page, Grantee assures and certifies that the specific information detailed in this Agreement, the Grant Application (Exhibit A) and the RFA (Exhibit B) are current, accurate and complete.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.



Signature of Grantee's Authorizing Agent

4/22/2021

Date

Jennifer Gallagher Director

Name and Title of Grantee's Authorizing Agent
(Please type or print)

City of Columbus, Department of Public Service

Name of Grantee's Organization
(Please type or print)


E-SIGNED by Heidi Griesmer
on 2021-06-03 18:23:10 GMT

Laurie A. Stevenson, Director, or Authorized Agent
Ohio Environmental Protection Agency

Date



City of Columbus Recycling Program Study

Final Report

Cascadia Consulting Group, as well as subconsultant team members from DSM Environmental and MSW Consultants, worked with the City of Columbus to assess the performance of its recycling program, identify barriers to recycling for residents, and recommend strategies to increase recycling and address known challenges for the future. This report summarizes key findings from the benchmarking study and recommendations for City of Columbus to consider increasing recycling.

Current Program and Performance

Current Program

Since 2012, the City of Columbus has provided residents curbside recycling using 64-gallon carts. Recycling is collected every other week on a fixed schedule that does not change throughout the year. Refuse is collected weekly in 96-gallon carts on a rotating schedule that shifts by one day after major holidays. Refuse and recycling collection are funded by Columbus's General Fund. Residents pay a fee only if they choose to purchase a second recycling cart.

Columbus currently accepts the following materials in curbside residential recycling:

- ▶ Aluminum and steel cans and lids.
- ▶ Plastic bottles and jugs.
- ▶ Glass bottles and jars.
- ▶ Flattened cardboard and pizza boxes (free of food and grease).
- ▶ Newspaper, magazines, catalogs, junk mail, computer paper, and phone books.
- ▶ Cereal and other dry food boxes.
- ▶ Cartons and juice boxes.
- ▶ Shredded paper (placed in a clear plastic bag before placing in blue cart)

Education and outreach to residents includes the City's [RecyColumbus](#) website, the website and publications developed by the [Solid Waste Authority of Central Ohio \(SWACO\)](#) (including the [Recycle Right](#) program), and various City sustainability and community initiatives ([GreenSpot](#), [Sustainable Columbus](#), [Keep Columbus Beautiful](#)). The City of Columbus benefits from the opportunity to draw on educational materials developed by SWACO by avoiding duplication of efforts and providing regionally consistent messaging.

In surveys and focus groups on recycling conducted in 2016 and 2017, Columbus residents said they:

- ▶ Like that the recycling program is easy and collected on a regular schedule. ⁱ
- ▶ Are motivated for environmental reasons and benefits to the local economy. ⁱⁱ
- ▶ Remain confused about what materials are accepted and not accepted in recycling carts. ^{i,ii}
- ▶ Want more recycling capacity, such as weekly recycling collection.
- ▶ Differ on whether the program is convenient: recyclers felt the program is convenient while non-recyclers cited lack of convenience as a main barrier. ⁱ
- ▶ Do not have a direct financial incentive to recycle. ⁱⁱⁱ

Multifamily units make up almost 25% of the occupied housing in Columbus. ⁱⁱⁱ Unlike single-family residents, multifamily residents in Columbus rarely have consistent and convenient access to on-property recycling collection. Columbus does not currently offer City-sponsored recycling collection, so multifamily properties must contract directly with a hauler and pay an additional fee for the service. Multiple dwelling developments units (homes) usually generate between 200-250 pounds of recycling per year.

Pounds Recycled per Household

Currently, single-family households in Columbus recycle an average of 316 pounds per year through the curbside cart program. This quantity is about average for Ohio, but less than averages in comparable cities (Table 1) and less than averages in high-performing states such as Illinois, Washington, Oregon, and California. ^{iv} The Recycling Partnership estimates that single-stream recycling programs that accept glass recover on average 488 pounds per household per year. ^{iv}

Columbus’s curbside recycling program is significantly newer than programs in the comparable cities. Columbus residents may need more education and outreach to learn how to recycle properly and to fully develop a recycling ethic that can overcome perceived inconveniences associated with recycling.

Table 1. Annual Pounds Recycled per Household (Columbus and Comparable Cities)

	Year implemented	Pounds per household
Columbus	2012	316
Milwaukee (WI)	1989	277
Worcester (MA)	1993	378
Cincinnati (OH)	1989	397
Minneapolis (MN)	1982	494

Capture Rates

Study results show that the capture rate for all recyclable materials in City of Columbus is approximately 45 percent, meaning that under half of material that could be recycled by residents is being placed into recycling carts for collection. Material-specific capture rates are highest for cardboard (62%) and lowest for recyclable metal (32%), as shown in Table 2. Based on Cascadia Consulting Group’s in-house library of recycling and refuse composition studies, high-performing cities with robust recycling programs, policies, and infrastructure can achieve capture rates between 70% and 90% for selected material types. If Columbus achieved a 65%

capture rate for all materials, annual recycling would increase by more than 40% or 14,300 tons. The largest tonnage opportunities are in paper and plastic materials.

Table 2. Current Annual Tonnages and Capture Rates for City of Columbus Residential Recycling

Material Type	Current Annual Tons	Current Capture Rate	Potential Added Tons at 65% Capture Rate
OCC	6,523	62%	353
Glass	6,441	55%	1,145
Paper	15,499	42%	8,541
Plastic	3,569	39%	2,450
Metal	1,751	32%	1,818
Total	33,783	46%	14,307

Capture rate: the percent of the weight of recyclables accepted in the City program set out in the designated recycling cart divided by the total weight of the same materials set out in both the recycling cart and the refuse cart.

Note: Data presented in this table include all households on the route, not just those who recycle.

Contamination in Recycling

In sampled recycling routes, contamination made up between 10 percent and 29 percent of materials collected for recycling (Table 3). By weight, the most common contaminants in recycling were:

- ▶ **Materials in bags**, including newspapers in sleeves. Bagged material made up 5 to 10 percent of total recycling for each sample.
- ▶ **Rigid plastics not accepted in recycling** (2-7% of total recycling). These contaminants include remainder/composite plastics, and other #1 PET packaging (e.g., non-bottles), other (#3-#7) non-bottle rigid plastic containers, and plastic durable/bulky items.
- ▶ While more variable, **food and compostable paper** were a large component of contamination in three of the six samples (5-10% of total recycling in those samples).
- ▶ **Recyclable bags and film plastics** (1-2% of total recycling). Though a relatively small proportion of material collected for recycling, bags and film plastics create large problems in the material recovery facility (MRF). These materials, such as plastic take-out bags and cling wrap, are not considered recyclable in commingled recycling systems but some of them can be recycled if they are clean, dry, and delivered to drop-off sites.
- ▶ **Other problematic materials** (1-2% total recycling). Though a relatively small proportion of material collected recycling, these materials—textiles, disposable diapers, remainder/composite glass, household hazardous waste, and tangles (non-film)—also create problems in the material recovery facility.

Remaining contaminants include the following: fines (meaning small unsortable materials), remainder/composite paper, ferrous metal scrap, non-ferrous metal scrap, remainder/composite metal, remainder/composite organics, small appliances, other electronics, C&D materials, other materials. The following materials are considered contaminants but were not found in recycling during sampling: yard waste, mattresses and box springs, large appliances, furniture, tires, and CRT TVs and monitors.

Table 3. Contaminant Types as a Percent of Total Recycling

Contaminant Type	Route:	CRAR	CRBH	CRCL	CRDK	CREP	CRGC
		Mon A	Tues A	Wed A	Thu A	Fri A	Tues B
Overall Contamination Rate		18.4%	19.0%	21.0%	9.6%	26.2%	28.8%
Bagged materials, newspapers in sleeves		8.8%	6.3%	8.0%	5.1%	9.9%	7.1%
Rigid plastics not accepted		3.1%	2.1%	5.0%	2.2%	2.7%	6.6%
Food and compostable paper		0.6%	5.5%	1.3%	0.0%	4.7%	9.9%
Recyclable bags and other film		0.8%	1.3%	1.3%	0.7%	2.4%	0.9%
Other problematic materials		0.6%	1.4%	2.3%	0.6%	1.6%	2.2%
Remaining contaminants		4.4%	2.5%	3.1%	1.0%	4.9%	2.1%

Note: due to rounding, the sum of individual components may not appear to equal the overall contamination rate. Each figure is correct and rounded independently. Due to small quantities, showing decimal points would imply an unwarranted level of precision.

Recommendations

Short-term Recommendations

The following actions are recommended for the next one to three years, depending on funding availability.

Expand and Improve Core Educational Materials

Columbus should update the accepted and prohibited items list on Columbus’s website with a graphically rich version, using images from SWACO and/or The Recycling Partnership. Using materials already developed by SWACO both reduces costs and creates a regionally consistent campaign that minimizes confusion and reinforces messages.

Columbus should also ensure it provides an annual mailing to residents that is graphically rich and provides key information. The annual mailing should include collection schedule and set-out instructions, list of accepted and prohibited materials, instructions on how to recycle materials not accepted in curbside carts, and details on where to find more information (e.g., website or hotline).

Conduct Cart-Tagging and Door-to-Door Outreach

To reduce contamination in residential curbside recycling and to increase recycling, Columbus should design and conduct additional focused campaigns, as described above, that include the following elements:^v

- ▶ Direct mail focused on the most problematic contaminants.
- ▶ Direct feedback using tags on recycling carts with contamination as well as door-to-door outreach and cart-tags in neighborhoods prioritized for outreach to increasing recycling.
- ▶ Signage in the selected route areas, such as billboards, signs on collection vehicles, posters, and bus ads.

To prioritize routes for education, the City should focus on:

- ▶ **Reducing contamination** for routes identified through discussions with Rumpke.
- ▶ **Increasing the number of households that participate**, focusing on routes identified as being moderate recyclers but having low set-out rates.
- ▶ **Increasing the amount of recycling that participating households put in their carts**, focusing on routes identified as having moderate set-out rates but low recycling pounds per set-out.

As resources allow, to reach more Columbus residents, the City should translate recycling educational materials into Spanish.

Conduct a Multifamily Recycling Pilot

To expand recycling, Columbus should conduct another recycling pilot test at five to ten multifamily properties, drawing on lessons learned from a previous pilot test conducted by the City. In the next pilot test, Columbus should follow all best practices for multifamily recycling:^{vi}

- ▶ Pair recycling containers with refuse containers to make recycling as easy and convenient as refuse disposal.
- ▶ Use containers that are color-coded (e.g., blue for recycling) and use consistently color-coded signs and labels to differentiate recycling from refuse containers.
- ▶ Provide sufficient recycling capacity, approximately 0.10 to 0.15 cubic yards per unit per week, or recycling capacity equal to approximately half of total service volume.
- ▶ Engage property decision-makers and provide them with assistance, tools, and support before and during the pilot.
- ▶ Conduct outreach to residents including mailing, door-hangers, and door-to-door outreach.
- ▶ Distribute tools and educational materials tailored specifically for a multifamily audience, such as reusable tote bags for recycling that include a list with photographs of what can be recycled.

Conduct a Pilot Test to Offer Second Recycling Carts for Free or at Reduced Cost

In Columbus, recycling carts are 64 gallons, which is smaller than many cities. A review of top-performing communities by The Recycling Partnership found that most used 96-gallon carts.^{iv} In the 2017 phone survey of residents, just under half (45%) agreed that it is hard to fit cardboard boxes into recycling bins.ⁱⁱ To address space issues for households that want to recycle more, the City should conduct a pilot test of offering the second recycling cart at no cost or a reduced cost (e.g., \$15) while continuing to charge the full amount for a third cart. The limited pilot should be advertised to residents in the routes identified as good recyclers and include an evaluation of changes in recycling quantities and contamination among participants.

Study Recycling Requirement and/or Disposal Bans

When supported by adequate recycling collection and robust education, requirements to recycle basic materials accepted in curbside programs, or bans on disposing of those materials as refuse, are a relatively low-cost way to increase recycling of those materials. For example, cardboard recycling tonnage increased by nearly 23% in Lincoln, Nebraska, ahead of a well-publicized ban on landfill disposal.^{vii} The City of Columbus should explore implementing recycling requirements or disposal bans for single-family residents for key

materials including corrugated cardboard, metal cans, plastic bottles, glass bottles, newspaper, and office paper. An assessment of these policies should address:

- ▶ The City’s legal authority to implement a recycling requirement or disposal ban.
- ▶ The recyclable materials to include in the ordinance.
- ▶ Definitions of compliance, such as allowable contamination thresholds.
- ▶ Timeline for adoption, public notice and education, effective date, and date to begin enforcement.
- ▶ Inspection and compliance system, including extent of inspections, inspection protocols, number and types of warnings, and penalties for continued non-compliance.
- ▶ Stakeholder engagement to educate and gather feedback from City officials, residents, and other affected parties.

Study Variable Pricing for Refuse

While less common in Ohio, variable pricing (often called “Pay As You Throw” or PAYT) for refuse is widely used across the United States and has been shown to reduce refuse and increase recycling.^{viii} Research suggests that variable pricing increases recycling by 50%, depending on program specifics.^{ix} To provide a financial incentive for residents to recycle, the City of Columbus should begin studying a variable pricing system for refuse that would include direct customer billing and offer multiple refuse cart sizes (96, 64, and 32-gallon containers) suitable for fully automated collection. An assessment of direct billing and variable pricing should address:

- ▶ Cost-of-service and collection system study to ensure the City has an up-to-date assessment of full system costs and cost drivers.
- ▶ Effort needed to bill for refuse using the City’s existing utility billing system.
- ▶ Rates study and analysis of customers to assess likely distribution of cart sizes and ensure that variable pricing differentials balance incentives for recycling with the need for stable revenues.
- ▶ Stakeholder engagement to educate and gather feedback from City officials, residents, and other affected parties.

Explore Collecting Refuse in Annexation “Donut Holes” as a Fee-for-Service

As Columbus has annexed neighborhoods, some un-annexed “donut holes” remain that are not serviced by the City. For example, Valley View (a village on the west side of Columbus) and Worthington (a city on the north side of Columbus) are surrounded by but not part of the City of Columbus. City trucks drive through both Valleyview and Worthington to serve City residents on the other sides of the jurisdiction. Columbus should begin conversations and explore negotiating a fee-for-service contract with municipalities outside of the City where consolidation of City routes might make sense. In these cases, the marginal cost to Columbus of expanding collection would be relatively low while providing a revenue source for Columbus and potentially a relatively low-cost service to the municipalities.

Long-term Recommendations

The following actions depend on results from short-term recommendations and timing for recycling contracts and cart replacement.

Implement a Citywide Multifamily Recycling Program

After evaluating results from the multifamily recycling pilot and refining the program, Columbus should implement a citywide multifamily recycling program. A full-scale program should include at minimum offering recycling collection service as well as education and outreach to all multifamily customers. The City may need to revise ordinances related to refuse capacity, dumpster pads, and other collection-related issues. Ideally, the City would also adopt supportive policies and ordinances to ensure multifamily residents have access to convenient recycling, similar to what single-family residents enjoy.^{vi}

Implement Recycling Requirements, Disposal Bans, and/or Variable Pricing for Refuse

After evaluating results from the studies on recycling requirements, disposal bans, and variable pricing for refuse, implement study recommendations.

Revisit Adding Materials to the Accepted Recycling List

Based on discussions held with Rumpke Waste & Recycling, which owns the only MRF in the Columbus area, the facility is not currently willing to add more materials to the City's recycling list. However, recycling markets change regularly and may improve with the current investment activity in domestic end-markets for plastic and paper.^x When the City of Columbus negotiates renewing the current recycling contract with Rumpke or conducts a new bidding process for recycling, the City should explore hauler and processor interest and costs for adding new materials to the accepted recycling list.

Choose 96-Gallon Containers when Replacing Carts

In the future, when current carts need to be replaced, the City of Columbus should consider and assess switching to 96-gallon recycling carts if educational efforts do not address capacity concerns and/or if the City expands the accepted recycling list. Larger carts cost marginally more while providing additional capacity for recycling.

Appendices

Additional information can be found in task memos developed during the course of this study:

- ▶ **Preliminary Results, City of Columbus Capture Rate Study** memorandum, which summarizes capture rate for recyclables and contamination data for selected study routes in Columbus.
- ▶ **Capture rate data by material and route**, which provides the composition of refuse and recyclables and capture rates by material type for each study route.
- ▶ **Tasks 2 and 3, Recycling Program Study memorandum**, which summarizes potential options and challenges for collaborating with SWACO or SWACO member communities to increase program efficiency. It also explores strategies to address regional challenges to recycling.
- ▶ **Task 4, Evaluate Opportunities to Expand Recycling**, which summarizes best practices for multifamily recycling, challenges to multifamily recycling in Columbus, and potential strategies to address them.
- ▶ **Task 5, Evaluate Opportunities to Increase Single-family Recycling Participation**, which documents benchmarking data, high-potential areas for education and focused strategies, barriers to recycling, and recommended strategies to overcome barriers.

References

ⁱ Jennifer Gallagher, Interim Director of City of Columbus Department of Public Service, Memo to Columbus City Council, “Annual Progress Report for RecyColumbus, Columbus’ Comprehensive Residential Recycling Program,” (March 8, 2016).

ⁱⁱ EMC Research, “Telephone Survey of Solid Waste Authority of Central Ohio Service Area Residents,” November 2017.

ⁱⁱⁱ American Fact Finder includes 5-9 apt and 10 or more categories.

^{iv} The Recycling Partnership, “The 2016 State of Curbside Recycling Report.”

^v Additional details on route prioritization and recommended campaign elements are presented in the appendices to this report: “Task 5: Evaluate Opportunities to Increase Single-Family Recycling Participation.”

^{vi} Best practices for multifamily recycling programs are presented in the appendices to this report: “Task 4. Evaluate Opportunities to Expand Recycling.”

^{vii} Cole Rosengren and Cody Boteler, “Lincoln, NE Sees 23% Increase in Cardboard Recycling with Disposal Ban Looming,” WasteDive, March 21, 2018 (www.wastedive.com/news/update-lincoln-ne-sees-23-increase-in-cardboard-recycling-with-disposal/517742/).

^{viii} Lisa Skumatz *et al.*, “Pay-As-You-Throw / Variable Rates for Trash Collection: 2014 Update.” (www.paytnow.org/PAYT_EI_R9_v25_Vol1).

^{ix} Skumatz *et al.*, “Recycling Incentive Alternatives: Results of an Analysis of Performance, Pros, and Cons of RecycleBank™, Recycling Credits, and Pay As You Throw (PAYT),” December 2010. (www.paytnow.org/PAYT_RecyBank).

^x For example, *Resource Recycling* has reported on paper and plastic market investments:

Colin Staub, “Companies plan investments in US recycled paper mills,” *Resource Recycling*, August 13, 2019 (<https://resource-recycling.com/recycling/2019/08/13/companies-plan-investments-in-us-recycled-paper-mills/>).

Colin Staub, “Optimistic outlook for the plastics recycling market,” *Resource Recycling*, July 10, 2019 (<https://resource-recycling.com/plastics/2019/07/10/optimistic-outlook-for-the-plastics-recycling-market/>).



THE CITY OF
COLUMBUS

ANDREW J. GINTHER, MAYOR

**Multi-Family
Recycling Pilot**

Presented by the Department of Public Service

Original Project Concept



This pilot project is a 6-month period for the City of Columbus to provide multi-family complexes to provide with recycling service through grant dollars from The Recycling Partnership and SWACO. A test group of 10,000 units will determine the feasibility for the City of Columbus to offer recycling services, using recycling dumpsters, to the entire 120,000 units in the City.

Rising Need

- People who live in multi-family complexes continues to rise as the region continues to grow
- The region was recently ranked as the fastest growing apartment market in the country
- Prior to COVID-19, the city was averaging about 3,000 new residential apartment units per year, and industry experts estimated the city's growth could support an additional 1,000 apartments per year beyond that



Climate Action Plan



The graphic features a blue background with a yellow dashed border. At the top, four circular icons are connected by a dashed line: a house, a globe, a leaf, and a circuit board. Below the icons, the text reads "100% CARBON NEUTRAL COLUMBUS BY 2050". At the bottom, the website "www.columbus.gov/sustainable/cap" is listed, followed by the "Sustainable Columbus" logo and the name "Andrew J. Ginther, Mayor".

**100%
CARBON NEUTRAL
COLUMBUS BY
2050**

www.columbus.gov/sustainable/cap

**SUSTAINABLE
COLUMBUS**
ANDREW J. GINTHER, MAYOR

- 40% reduction in recyclable waste landfilled by 2030
- 95% reduction in recyclable waste landfilled by 2050
- 278,687 MT of Greenhouse Gas Emissions

Project Description

Implement a multifamily dwelling recycling pilot project within the City of Columbus

Test cameras to determine whether this technology would be useful and cost effective

Develop a multi-family residential education toolkit that will be used to educate apartment complex tenants and one for property managers

Measurement Plan

- Recycling tonnages along with the waste compactor tonnages
- Initial waste audit
- The camera system and frequency of service
- A pre- and post- survey
- Evaluation of costs of providing the service
- If funding is available, an audit of the recycling stream



Initial Multi-Family Survey & Refuse Evaluation of Complexes

- 42 complexes responded that they would be interested in providing a recycling service to their residents
- 38 complexes were identified as suitable to have a recycling container(s) representing over 10,000 units



THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

SWACO
FROM WASTE TO RESOURCES

THE RECYCLING
PARTNERSHIP

RecycleRight.org

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

DEPARTMENT OF
PUBLIC SERVICE

Front Load Containers



- 40 front load containers will be placed at the participating complexes
- Each container utilizes Recycle Right education information

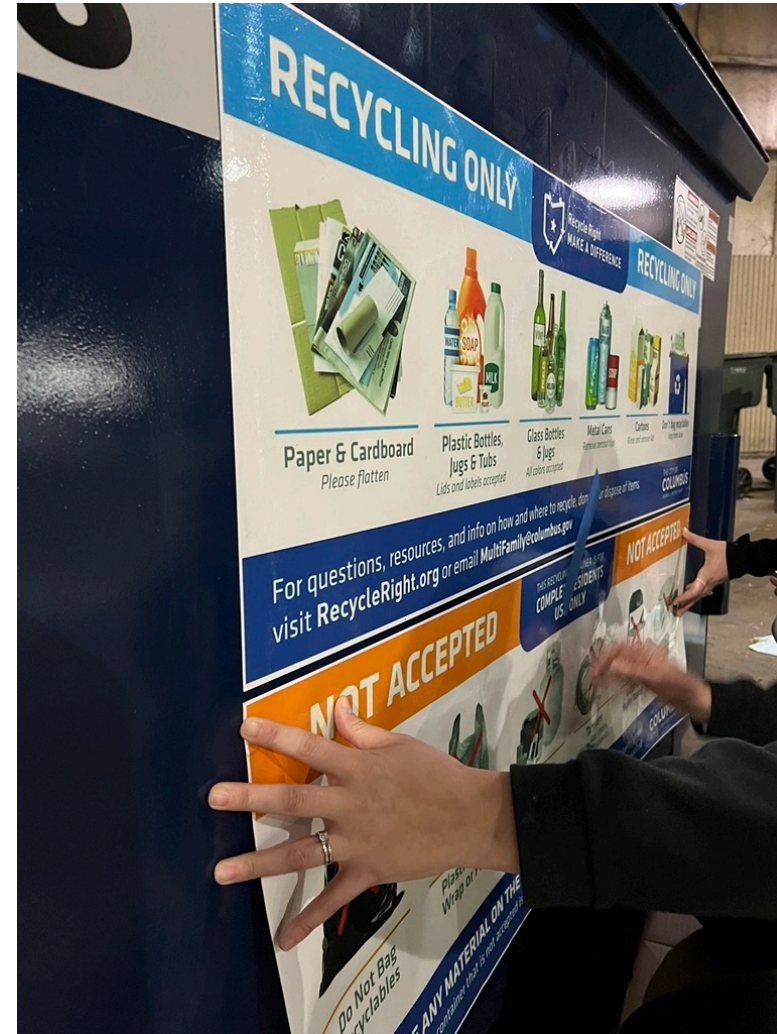
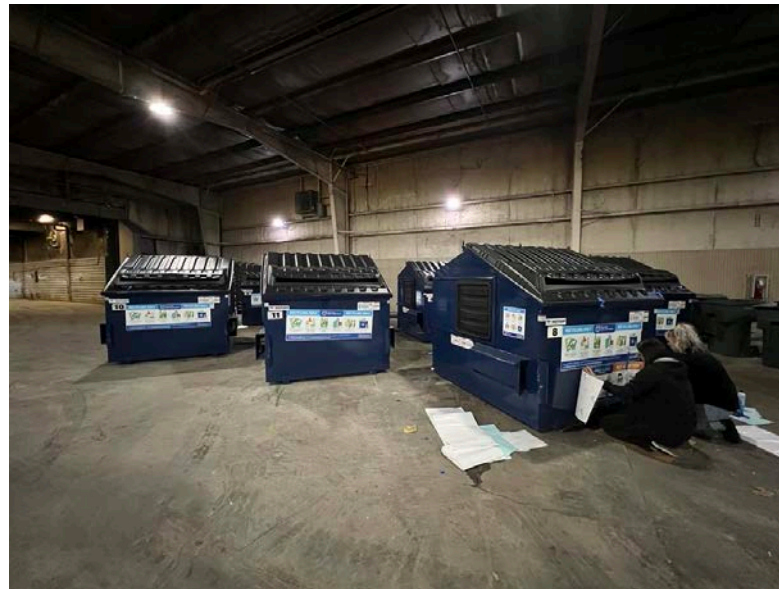
Signage

RECYCLING ONLY  Recycle Right
MAKE A DIFFERENCE **RECYCLING ONLY**

 Flattened Cardboard & Paper	 Plastic Bottles, Jugs & Tubs	 Glass Bottles & Jugs	 Metal Cans	 Cartons	 Don't bag recyclables. Keep them loose.
---	--	--	--	--	---

For questions, resources, and info on how and where to recycle, donate, or dispose of items, visit RecycleRight.org or contact your Property Manager.

THE CITY OF **COLUMBUS**
ANDREW J. GINTHER, MAYOR



Cameras

- Compology Camera
 - Wide-angle, flash enabled camera
 - Stainless steel shield
 - GPS tracks dumpster



Pilot Toolkits

- Education & Outreach
 - Recycling Bags for Residents
 - Recycle Right Education Materials
 - Magnet & Other items
 - Drop-off Signage
 - Social Media
 - Toolkit for Complex Managers



Education & Outreach



In addition to the recycling bag, the multi-family units receive:

- Recycling magnet/cling to use on their fridge
- Alert from Property Manager introducing them to the new recycling program
- FAQ's – customized to the property



Collection

- Identified routing and utilized the camera system to have adequate collection, data management template
- Dedicated recycling truck



Challenges



- Identified private, valet services
- Pilot branding caused hesitation
- “Too good to be true”
- Lack of space
- Complex management
- Deployment delays
- Right sizing containers
- Continuous education and messaging

What's Next?



- Post Survey
- Recycling Audit
- Expanded Program
- Multi-family Code Evaluation
- **MORE RECYCLING!**

Contact:

Aryeh Alex, Sustainability Manager
Division of Refuse Collection
Department of Public Service

Email: awalex@columbus.gov

Phone: 614-645-3171