

CITY OF MASON CONTRACT

This agreement is made and entered into this 30th day of April 2007, by and between Rumpke hereinafter referred to as Contractor and the City of Mason, hereinafter referred to as Owner.

1. Contractor hereby undertakes to transfer and deliver to Owner on or before April 30, 2007 the following described goods and/or services:

Full service waste collection and curbside recycling pick-up and disposal as outlined in the attached specifications. The contract is for a two-year period commencing May 1, 2007 and it is understood that the contract may be extended for three (3) optional one (1) year periods as per the attached specifications at the option of the Owner and Contractor. It is further understood that the performance bond for the optional years will be issued for one (1) year periods for each optional year.

The per unit monthly rate the Contractor will charge the Owner for residential weekly waste collection and curbside recycling is per Ordinance 2007-64 as adopted by Mason City Council on April 23, 2007 and is as follows: As of June 1, 2007 it is \$12.50 /unit/month; as of May 1, 2008 it is \$12.88 /unit/month; as of May 1, 2009 it is \$13.26 unit/month; as of May 1, 2010 it is \$13.64 /unit/month; and as of May 1, 2011 it is \$14.07 /unit/month.

2. Owner shall make payment for the services and materials at the price agreed under the terms of the attached bid and specifications which are incorporated herein by reference.
3. The goods shall be deemed received by Owner when delivered at the place appointed under the attached specifications which are incorporated herein by reference.
4. The risk of loss from any casualty to the services and materials regardless of the cause thereof shall be on Contractor until the goods have been accepted by Owner.
5. Contractor warrants that the services and materials are now free and at the time of delivery shall be free from any security interest or other lien or encumbrance.
6. Owner shall have the right to inspect the services and materials any time during the project.
7. Any warranties, either express or implied, contained in the attached specifications or otherwise agreed upon by the under signed shall not be superseded by any provision of this contract.

IN WITNESS WHEREOF, the parties have executed this contract in the year and day first above mentioned.

Attest:

Juan Bernard

OWNER: THE CITY OF MASON

Eric Hansen
Eric Hansen, City Manager

Attest:

Sue Rockaby

CONTRACTOR: RUMPKE OF OHIO, INC.

William J. Rumpke
William J. Rumpke, President

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO)
) SS;
COUNTY OF HAMILTON)

William J. Rumpke being duly cautioned and sworn, states as follows:

1. 1. That he/she is President
(Title)
of RUMPKE OF OHIO, INC.
(Name of Contracting Party)

2. 2. That RUMPKE OF OHIO, INC. is not presently charged with any delinquent
(Name of Contracting Party)
personal property taxes on the general tax list of personal property of Warren County.

-OR-

1. 1. That _____ is charged with delinquent personal property tax on
(Name of Contracting Party)
the general tax list of personal property of Warren County. The amount of delinquent personal property tax due and unpaid including any due and unpaid penalty and interest is:

\$ _____
William J. Rumpke
Affiant

Further, affiant states not,

Sworn to and subscribed in my presence this 15th day of May, 2007.



Linda L. Dorrmann
Notary Public

LINDA L. DORRMANN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 14, 2008

This instrument was prepared by: _____

Note to Fiscal Office: If any personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

Warning: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT.



STATE ISSUED LICENSE

In accordance with division (2)(a) of section 2909.32 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME RUMPKE OF OHIO, INC.			
BUSINESS ADDRESS 10795 Hughes Road			
CITY Cincinnati	STATE Ohio	ZIP 45251	COUNTY Hamilton
PHONE NUMBER (513) 851-0122			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

STATE ISSUED LICENSE - CONTINUED

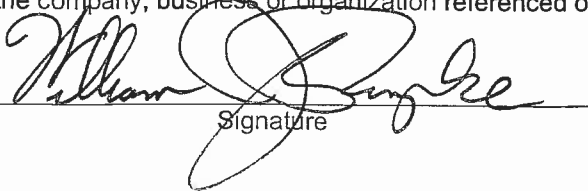
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of licensure due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X


Signature

5/15/07

Date

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we

RUMPKE OF OHIO, INC.
10795 Hughes Road
Cincinnati, Ohio 45251

as Principal, and Rumpke Consolidated Companies, Inc. a corporation organized under the laws of the State of Ohio and duly organized to transact business in the State of Ohio as Surety, are held and firmly bound unto

CITY OF MASON
6000 Mason-Montgomery Road
Mason, Ohio 45040

as Oblige

in the sum of **One Million Two Hundred Seventy-Four Thousand Four Hundred Eighty-Seven Dollars and Zero Cents** (\$ 1,274,487.00), for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

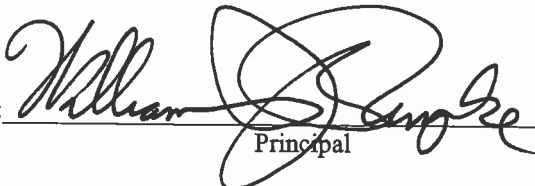
SIGNED, sealed and dated this 15th day of May, 2007.

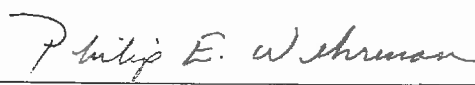
WHEREAS, the Principal and the Oblige have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 30th day of April, 2007 for **Solid Waste Collection & Disposal Services** for the period *May 1, 2007 through April 30, 2008*

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of the Principal's failure to complete the work in accordance with the terms of the contract, then this obligation shall be void; otherwise it shall remain in force.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately given by the Oblige to the surety and shall be forwarded by registered mail to the Surety at its Administrative Office at 10795 Hughes Road, Cincinnati, Ohio 45251

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Oblige; but if there is any maintenance or guarantee period provided in the contract for which said Surety is liable, an action for maintenance may be brought within six months from the expiration of the maintenance period, but not afterwards.

By: 
Principal

By: 
ATTORNEY-In-Fact

The number of persons authorized by this power of attorney is not more than

No. ROH-0376

One

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Rumpke Consolidated Companies, Inc. a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking of contract of suretyship executed under this authority shall not exceed the limited state below.

Name	Address	Limit of Power
Philip E. Wehrman	CINCINNATI, OHIO	UNLIMITED

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, Rumpke Consolidated Companies, Inc. has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of May, 2007.

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 15th day of May, 2007, before me personally appeared William J. Rumpke to me known, being duly sworn, deposes and says that he resided in Cincinnati, Ohio, that he is the President of Rumpke Consolidated Companies, Inc., the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



By Public Linda L. Dorrmann
LINDA L. DORRMANN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 14, 2008

Rumpke Consolidated Companies, Inc.
By: William J. Rumpke

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Rumpke Consolidated Companies, Inc. by unanimous written consent dated December 2, 1996.

RESOLVED: That the President, the Vice President, or either of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute in behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointments at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, William J. Rumpke, President of Rumpke Consolidated Companies, Inc., do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of December 2, 1996 have not been revoked and are now in full force and effect.

Signed and sealed this 15th day of May, 2007.

William J. Rumpke
Signature