

## **Appendix A**

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### **Resolutions for District Formation**

ESTABLISHING THE  
LUCAS COUNTY SOLID  
WASTE MANAGEMENT  
DISTRICT

March 6, 1989

No. 89-297

Commissioner Wilkowski offered the following resolution:

WHEREAS, the Ohio General Assembly has enacted and the Governor has signed legislation (H.B. 592) requiring all counties in the State of Ohio to form or be a part of a solid waste management district by March 24, 1989; and

WHEREAS, such solid waste management districts are established in order to provide for management of solid waste in a safe, environmentally-sound, and effective manner; and

WHEREAS, under provisions of H.B. 592, counties with a population of more than 120,000 are given the authority to form a single county solid waste management district, including all of unincorporated and incorporated territory of the county; and

WHEREAS, the population of Lucas County, as published by the U.S. Census Bureau, is estimated at over 470,000, NOW, THEREFORE, BE IT

RESOLVED, by the Board of County Commissioners, Lucas County, Ohio:

- 1) That the Lucas County Solid Waste Management District is hereby established pursuant to Chapter 343 and Section 3734.52 of the Ohio Revised Code.
- 2) That the Lucas County Solid Waste Management District shall consist of all the unincorporated and incorporated territory of Lucas County, Ohio.
- 3) That the Clerk of the Board be and is hereby instructed to transmit a copy of this resolution to the Director, Ohio Environmental Protection Agency.

On the foregoing Commissioner Wilkowski voted aye  
Commissioner Isenberg voted aye  
Commissioner Holzemer voted aye

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Herbert O. Hoehing, Clerk

## **Appendix B**

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### **Public Notice for Hearings and Comments**

**NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING  
FOR THE DRAFT LUCAS COUNTY  
SOLID WASTE MANAGEMENT DISTRICT PLAN UPDATE**

The Lucas County Solid Waste Management District's Policy Committee announces the availability of the draft Lucas County Solid Waste Management Plan Update (the "Plan"). The Plan is prepared in accordance with Ohio Revised Code ("ORC") Section 3734, the State of Ohio's 1995 Solid Waste Management Plan and the Ohio Environmental Protection Agency's guidelines. The Plan provides for adequate disposal, composting and recycling capacity through a designation process outlined in the Plan. The designation process includes the authorization of the Board of County Commissioners acting in their capacity as Board of Directors for the District to designate solid waste management facilities in accordance with ORC Section 3734.53. Sufficient capacity has been secured for the planning period of 2010-2030. The Plan also describes strategies and programs that will be implemented to meet or exceed the minimum state waste reduction goals and objectives.

The Plan also provides for a proposed fee schedule that generates the required revenue to cover the costs of implementing the strategies and programs designed to meet or exceed the minimum state waste reduction goals and objectives. In 2012, the District proposes to collect \$5.20 per ton on all solid waste generated and disposed in designated landfills through the planning period. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period.

The 30-day period for comments begins April 22, 2011 and ends May 23, 2011. **The Public Hearing is set for Wednesday, June 1, 2011 at 9:30am in the Commissioners Hearing Room at One Government Center, Toledo, Ohio.** The Plan will also be available for public review during the 30-day public comment period by logging on to <http://www.co.lucas.oh.us> or during normal business hours at the follow locations:

**PUBLIC REVIEW LOCATIONS**

Lucas County Commissioners  
One Government Center, Suite 800  
Toledo, Ohio 43604

Lucas County Solid Waste Management District  
1011 Matzinger Road  
Toledo, Ohio 43612

Toledo-Lucas County Library  
Main Library  
325 Michigan Street  
Toledo, Ohio 43604

Public Comments may be submitted in writing through the following methods: mailed to Lucas County Solid Waste Management District, Public Comments, Attn. Christopher Pizza, 1011 Matzinger Road, Toledo, Ohio 43612; by fax to Lucas County Solid Waste Management District, Public Comments, (419) 213-2201; or by e-mail to [cpizza@co.lucas.oh.us](mailto:cpizza@co.lucas.oh.us). Comments shall be accepted from April 22, 2011 until May 23, 2011. If you have questions, please call the Lucas County Solid Waste Management District at (419) 213-2230.

## **Appendix C**

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### **Copies of Resolutions and Certification Statements Documenting Ratification**

**Date:** June 08, 2011

**Resolution No. 11-01**

**Title:** Approval of the Lucas County Solid Waste Management District's Amended Draft Solid Waste Management Plan

**Department/Agency:** Lucas County Solid Waste Management District Policy Committee

**Contact:** Commissioner Pete Gerken, Chairman

**Summary/Background:** The Plan is prepared in accordance with Ohio Revised Code ("ORC") Section 3734, the State of Ohio's 1995 Solid Waste Management Plan and the Ohio Environmental Protection Agency's guidelines. The Plan provides for adequate disposal, composting and recycling capacity through a designation process outlined in the Plan. The designation process includes the authorization of the Board of County Commissioners acting in their capacity as Board of Directors for the District to designate solid waste management facilities in accordance with ORC Section 3734.53. Sufficient capacity has been secured for the planning period of 2010-2030. The Plan also describes strategies and programs that will be implemented to meet or exceed the minimum state waste reduction goals and objectives.

**Budget Impact:** The Plan also provides for a proposed fee schedule that generates the required revenue to cover the costs of implementing the strategies and programs designed to meet or exceed the minimum state waste reduction goals and objectives. In 2012, the District proposes to collect \$5.20 per ton on all solid waste generated and disposed in designated landfills through the planning period. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period.

**Statutory Authority/ORC:** 3734.50

**Committee Member Gerken offered the following resolution:**

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Members of the Policy Committee, Lucas County, Ohio, that:

Section 1. These Members hereby acknowledge receipt of the amended draft plan.

Section 2. That, the Policy Committee Members further acknowledges the amended draft plan contains strategies and programs, a schedule of implementation and a fee schedule which includes a contract fee increase of \$2.00 per ton in the year 2012. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period for the purposes of funding the strategies and programs required to meet the goals and objectives of the State of Ohio's Solid Waste Management Plan

Section 3. That, the Policy Committee Members hereby approve the amended draft plan and agree to use their good faith efforts to take such measures as are reasonably necessary to implement the amended draft plan as required and in accordance with Section 343.01 et. Seq. and Section 3734.50 et. seq. of the Ohio Revised Code

Section 4. That, the Policy Committee Members find and determine that all formal actions of the Members concerning the adoption of this resolution were adopted in an open meeting of the Members, and that all deliberations of the Policy Committee Members and of any of its committees that resulted in such formal action were in a meeting open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. That this resolution shall be in full force and effect immediately upon its adoption.

**Action Taken:**

Committee Member Gerken voted Aye  
Committee Member Franchetti voted Aye  
Committee Member Cook absent  
Committee Member Eisel absent  
Committee Member Joyce absent  
Committee Member Moore voted Aye  
Committee Member Ruffell voted Aye

*Julie Riley*

Julie Riley, Clerk

**Date:** July 12, 2011

**Resolution No. 11-620**

**Title:** Approval of the Lucas County Solid Waste Management District's Amended Draft Solid Waste Management Plan

**Department/Agency:** Solid Waste Management District

**Contact:** James P. Shaw, III, P.E., Lucas County Sanitary Engineer

**Summary/Background:** The Plan is prepared in accordance with Ohio Revised Code ("ORC") Section 3734, the State of Ohio's 1995 Solid Waste Management Plan and the Ohio Environmental Protection Agency's guidelines. The Plan provides for adequate disposal, composting and recycling capacity through a designation process outlined in the Plan. The designation process includes the authorization of the Board of County Commissioners acting in their capacity as Board of Directors for the District to designate solid waste management facilities in accordance with ORC Section 3734.53. Sufficient capacity has been secured for the planning period of 2010-2030. The Plan also describes strategies and programs that will be implemented to meet or exceed the minimum state waste reduction goals and objectives.

**Budget Impact:** The Plan also provides for a proposed fee schedule that generates the required revenue to cover the costs of implementing the strategies and programs designed to meet or exceed the minimum state waste reduction goals and objectives. In 2012, the District proposes to collect \$5.20 per ton on all solid waste generated and disposed in designated landfills through the planning period. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period.

**Statutory Authority/ORC:** 3734.50

**Commissioner Skeldon Wozniak offered the following resolution:**

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Lucas County Commissioners, Lucas County, Ohio, that:

Section 1. This Board hereby acknowledges receipt of the amended draft plan as adopted by the Policy Committee and delivered to the Board of Commissioners for approval.

Section 2. The Lucas County Commissioners further acknowledge the amended draft plan contains strategies and programs, a schedule of implementation and a fee schedule which includes a contract fee increase of \$2.00 per ton in the year 2012. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period for the purposes of funding the strategies and programs required to meet the goals and objectives of the State of Ohio's Solid Waste Management Plan

July 12, 2011

**Approval of the Lucas County Solid Waste Management District's Amended Draft Solid Waste Management Plan**

**Page 2**

Section 3. The Lucas County Commissioners hereby approve the amended draft plan and agree to use their good faith efforts to take such measures as are reasonably necessary to implement the amended draft plan as required and in accordance with Section 343.01 et. Seq. and Section 3734.50 et. seq. of the Ohio Revised Code

Section 4. The Lucas County Commissioners find and determine that all formal actions of the Board concerning the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of the Lucas County Commissioners and of any of its committees that resulted in such formal action were in a meeting open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

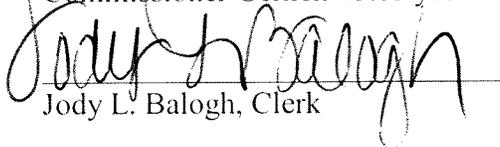
Section 5. This resolution shall be in full force and effect immediately upon its adoption.

**Action Taken:**

Commissioner Skeldon Wozniak voted yes

Commissioner Contrada voted yes

Commissioner Gerken voted yes

  
Jody L. Balogh, Clerk

DPS LCSWMD PLAN  
Solid Waste  
E. Moore (x7868)  
(Revised)

**ORD. 348-11**

**Approving the Lucas County Solid Waste Management District's Draft Amended Plan pursuant to Ohio Revised Code Section 3734.55(B); and declaring an emergency.**

**SUMMARY & BACKGROUND:**

The Lucas County Solid Waste Management District (the "District") is established by Lucas County pursuant to Chapter 343 of the Ohio Revised Code to effectuate the purposes of preparing, amending, adopting, submitting, and implementing a Solid Waste Management Plan (the "Plan") pursuant to Sections 3734.52, et seq., of the Ohio Revised Code for the safe and sanitary management of solid wastes within all the incorporated and unincorporated territory of the District. In accordance with Ohio Revised Code Section 3734.55-56, the District's Policy Committee prepared amendments to the Plan, established a public comment period, held public hearings, and adopted the amended Plan delivered it to the required legislative authorities for ratification. Additionally, the Board of County Commissioners acting in their capacity as Board of Directors for the District authorized the amended plan. The amended Plan identifies the District's strategy for the management of solid wastes generated in Lucas County through the year 2030. In year 2012 of the plan, the District proposes to collect \$5.20 per ton on all solid waste generated and disposed in designated landfills through the planning period, which is a \$2.00 per ton increase over the existing rate. Additionally, the proposed fee schedule includes a new rate and charge that will be applied to all improved parcels within Lucas County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period. Ohio Revised Code Section 3734.55(B) requires the legislative authority of a municipality to approve or disapprove the District's amendments to the Plan. NOW, THEREFORE,

Be it ordained by the Council of the City of Toledo:

SECTION 1. That pursuant to Section 343.01 et. seq. and Section 3734.50 et. seq. of the Ohio Revised Code, and as the legislative authority, the Solid Waste Management Plan as amended by the District, a copy of which is on file with the Clerk of Council, is approved.

SECTION 2. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that the same is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that the ordinance must be immediately effective in order for the Solid Waste Management Plan amendments can be implemented in a timely manner.

Vote on emergency clause: yeas 12, nays 0.

Passed: July 26, 2011, as an emergency measure: yeas 11, nays 1.

Attest:

Gerald E. Dendinger  
Clerk of Council

Wilma D. Brown  
President of Council

Approved:

July 29, 2011  
Michael P. Bell  
Mayor

RESOLUTION NO. 106 - 2011

APPROVAL OF THE LUCAS COUNTY SOLID WASTE MANAGEMENT DISTRICT'S  
AMENDED DRAFT SOLID WASTE MANAGEMENT PLAN, AND DECLARING AN  
EMERGENCY.

WHEREAS, the Lucas County Solid Waste Management District has prepared a Plan in accordance with Ohio Revised Code Section 3734, the State of Ohio's 1995 Solid Waste Management Plan, and the Ohio Environmental Protection Agency's guidelines, which Plan provides for adequate disposal, composting, and recycling capacity through a designation process outlined in the Plan; and

WHEREAS, the Plan provides that for sufficient capacity for the planning period of 2010-2030, and also contains strategies and programs that will be implemented to meet or exceed the minimum state waste reduction goals and objectives; and

WHEREAS, the Plan also provides for a proposed fee schedule to generate the required revenue to cover the costs of implementing the strategies and programs designed to meet or exceed the minimum state waste reduction goals and objectives; and

WHEREAS, in 2012, the District proposes to collect \$5.20 per ton on all solid waste generated and disposed in designated landfills through the planning period., and the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County; and

WHEREAS, in 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period; and

WHEREAS, Council has determined that the adoption of the proposed Plan is in the best interests of the citizens of the City of Maumee, Ohio:

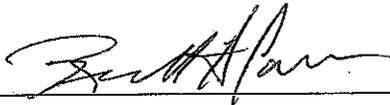
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maumee, Lucas County, Ohio, that:

SECTION 1. The City of Maumee Council hereby approves the Lucas County Solid Waste Management District's Amended Draft Solid Waste Management Plan, which is attached hereto as Exhibit A, and agrees to utilize good faith efforts to take such measures as are reasonably necessary to implement Plan.

SECTION 2. The City of Maumee Council finds and determines that all formal actions of the Council concerning the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of the City of Maumee Council and of any of its committees that resulted in such formal action were in a meeting open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Resolution is necessary for the immediate preservation of the public peace, health and safety in that said Plan approval should be accomplished as quickly as possible to provide for adequate disposal, composting and recycling capacity for the planning period, and to meet state and federal mandates for the same..

Vote on emergency clause: Yeas 7 Nays 0  
Passed as an emergency measure: August 15, 2011.

  
\_\_\_\_\_  
Acting Mayor.

ATTEST:  
  
\_\_\_\_\_  
Municipal Clerk.

Approved as to form by:

  
\_\_\_\_\_  
Law Director.

RESOLUTION NO. 9 -2011

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA  
APPROVING THE LUCAS COUNTY SOLID WASTE MANAGEMENT  
DISTRICT'S SECOND AMENDED DRAFT SOLID WASTE  
MANAGEMENT PLAN; AND DECLARING AN EMERGENCY.**

WHEREAS, the Lucas County Solid Waste Management District's Amended Draft Solid Waste Management Plan (the "Plan") is prepared in accordance with Ohio Revised Code Section 3734, the State of Ohio's 1995 Solid Waste Management Plan and the Ohio Environmental Protection Agency's guidelines; and,

WHEREAS, the Plan provides for adequate disposal, composting and recycling capacity through a designation process outlined in the Plan; and,

WHEREAS, the designation process includes the authorization of the Board of County Commissioners acting in their capacity as Board of Directors for the District to designate solid waste management facilities in accordance with O.R.C. Section 3734.53; and,

WHEREAS, sufficient capacity has been secured for the planning period of 2010-2030 and the Plan also describes strategies and programs that will be implemented to meet or exceed the minimum state waste reduction goals and objectives; and,

WHEREAS, the Plan also provides for a proposed fee schedule that generates the required revenue to cover the costs of implementing the strategies and programs designed to meet or exceed the minimum state waste reduction goals and objectives; and,

WHEREAS, Sylvania City Council acknowledges receipt of the amended plan and recognize the District has amended the current approved plan to meet the goals and objectives of the State of Ohio's Solid Waste Management Plan, provided a schedule for implementation of strategies and programs to meet the goals and objectives and established a fee schedule to provide the necessary funding for the strategies and programs, including a generation fee increase of \$2.00 per ton on all solid waste generated within the District, which will go into effect in 2012.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Sylvania, Lucas

County, Ohio, 6 members elected thereto concurring:

SECTION 1. That, the Sylvania City Council hereby acknowledges receipt of the amended draft plan as adopted by the Policy Committee and delivered to Sylvania City Council for approval.

SECTION 2. That the Sylvania City Council further acknowledges the amended draft plan contains strategies and programs, a schedule of implementation and a fee schedule which includes a generation fee increase of \$2.00 in the year 2012. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period for the purposes of funding the strategies and programs required to meet the goals and objectives of the State of Ohio's Solid Waste Management Plan.

SECTION 3. That the Sylvania City Council hereby approves the amended draft plan and agree to use their good faith efforts to take such measures as are reasonably necessary to implement the amended draft plan as required and in accordance with Section 343.01, et seq. and Section 3734.50, et seq. of the Ohio Revised Code.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Resolution in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 6. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the reason that the amended draft plan should be implemented as soon as practicable. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas 6 Nays 0

Passed, September 6, 2011, as an emergency measure.

ATTEST:

Margaret Lentz  
Clerk of Council

APPROVED:  
[Signature]  
Mayor

Mary J. Westfall  
President of Council *Pro Tem*  
APPROVED AS TO FORM:

[Signature]  
Director of Law

September 6, 2011  
Date

## MONCLOVA TOWNSHIP BOARD OF TRUSTEES

### APPROVAL OF THE LUCAS COUNTY SOLID WASTE MANAGEMENT DISTRICT'S AMENDED DRAFT SOLID WASTE MANAGEMENT PLAN

Resolution No. 08152011-01  
August 15, 2011

**Summary/Background:** The Plan is prepared in accordance with Ohio Revised Code ("ORC") Section 3734, the State of Ohio's 1995 Solid Waste Management Plan and the Ohio Environmental Protection Agency's guidelines. The Plan provides for adequate disposal, composting and recycling capacity through a designation process outlined in the Plan. The designation process includes the authorization of the Board of County Commissioners acting in their capacity as Board of Directors for the District to designate solid waste management facilities in accordance with ORC Section 3734.53. Sufficient capacity has been secured for the planning period of 2010-2030. The Plan also describes strategies and programs that will be implemented to meet or exceed the minimum state waste reduction goals and objectives.

**Budget Impact:** The Plan also provides for a proposed fee schedule that generates the required revenue to cover the costs of implementing the strategies and programs designed to meet or exceed the minimum state waste reduction goals and objectives. In 2012, the District proposes to collect \$5.20 per ton on all solid waste generated and disposed in designated landfills through the planning period. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period.

**Statutory Authority/ORC:** 3734.50

Trustee Lang offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Trustees of Monclova Township, Lucas County, Ohio, that:

Section 1. These Trustees hereby acknowledge receipt of the amended draft plan as adopted by the Policy Committee and delivered to the Monclova Township Trustees for approval.

Section 2. That, the Monclova Township Trustees further acknowledges the amended draft plan contains strategies and programs, a schedule of implementation and a fee schedule which includes a contract fee increase of \$2.00 per ton in the year 2012. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period for the purposes of funding the strategies and programs required to meet the goals and objectives of the State of Ohio's Solid Waste Management Plan.

Section 3. That, the Monclova Township Trustees hereby approve the amended draft plan and agree to use their good faith efforts to take such measures as are reasonably necessary to implement the amended draft plan as required and in accordance with Section 343.01 et seq. and Section 3734.50 et seq. of the Ohio Revised Code.

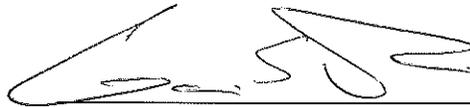
Section 4. That, the Monclova Township Trustees find and determine that all formal actions of the Trustees concerning the adoption of this resolution were adopted in an open meeting of the Trustees, and that all deliberations of the Monclova Township Trustees and of any of its committees that resulted in such formal action were in a meeting open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This resolution shall be in full force and effect from and immediately upon its adoption.

Trustee Hoecherl seconded the adoption of this resolution. The vote, upon its adoption, resulted:

Lang, yes. Hoecherl, yes. Craig, yes.

I certify that this is a true and accurate copy of Resolution No. 08152011-01 adopted at a regular meeting of the Board of Trustees of Monclova Township on August 15, 2011.



Gavin S. Pike Township Fiscal Officer

Date signed: 8/15/11

**Date:** August 17, 2011

**Resolution No. 11-04**

**Title:** Approval of the Lucas County Solid Waste Management District's Amended Draft Solid Waste Management Plan

**Department/Agency:** Providence Township

**Contact:**

**Summary/Background:** The Plan is prepared in accordance with Ohio Revised Code ("ORC") Section 3734, the State of Ohio's 1995 Solid Waste Management Plan and the Ohio Environmental Protection Agency's guidelines. The Plan provides for adequate disposal, composting and recycling capacity through a designation process outlined in the Plan. The designation process includes the authorization of the Board of County Commissioners acting in their capacity as Board of Directors for the District to designate solid waste management facilities in accordance with ORC Section 3734.53. Sufficient capacity has been secured for the planning period of 2010-2030. The Plan also describes strategies and programs that will be implemented to meet or exceed the minimum state waste reduction goals and objectives.

**Budget Impact:** The Plan also provides for a proposed fee schedule that generates the required revenue to cover the costs of implementing the strategies and programs designed to meet or exceed the minimum state waste reduction goals and objectives. In 2012, the District proposes to collect \$5.20 per ton on all solid waste generated and disposed in designated landfills through the planning period. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period.

**Statutory Authority/ORC:** 3734.50

**Trustee Kendall offered the following resolution:**

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Trustees of Providence Township, Lucas County, Ohio, that:

Section 1. These Trustees hereby acknowledge receipt of the amended draft plan as adopted by the Policy Committee and delivered to the Providence Township Trustees for approval.

Section 2. That, the Providence Township Trustees further acknowledges the amended draft plan contains strategies and programs, a schedule of implementation and a fee schedule which includes a contract fee increase of \$2.00 per ton in the year 2012. Additionally, the proposed fee schedule includes a new rate and charge which will be applied to all improved parcels within the County. In 2014, the proposed rate and charge will be \$5.00 per year and will be assessed per improved parcel throughout the remainder of the planning period for the purposes of funding the strategies and programs required to meet the goals and objectives of the State of Ohio's Solid Waste Management Plan

Section 3. That, the Providence Township Trustees hereby approve the amended draft plan and agree to use their good faith efforts to take such measures as are reasonably necessary to implement the

amended draft plan as required and in accordance with Section 343.01 et. Seq. and Section 3734.50 et. seq. of the Ohio Revised Code

Section 4. That, the Providence Township Trustees find and determine that all formal actions of the Trustees concerning the adoption of this resolution were adopted in an open meeting of the Trustees, and that all deliberations of the Providence Township Trustees and of any of its committees that resulted in such formal action were in a meeting open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. That this resolution shall be in full force and effect immediately upon its adoption.

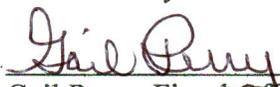
Trustee Bialecki seconded the motion

**Action Taken:**

Trustee Kendall voted - yes

Trustee Bialecki voted - yes

Trustee Perry voted - yes



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Gail Perry, Fiscal Officer

# VILLAGE OF OTTAWA HILLS, OHIO

## RESOLUTION No. 2011-8

APPROVING THE LUCAS COUNTY SOLID WASTE MANAGEMENT DISTRICT AMENDED DRAFT SOLID WASTE MANAGEMENT PLAN AND DECLARING AN EMERGENCY.

WHEREAS, the Lucas County Solid Waste Management District (the "District") is established by Lucas County pursuant to Chapter 3734 of the Ohio Revised Code to effectuate the purpose of preparing, adopting, submitting and implementing a Solid Waste Management Plan (the "Plan") pursuant to Sections 3734.52 et seq. of the Ohio Revised Code, for the safe and sanitary management of solid wastes within all the incorporated and unincorporated territory of the District; and

WHEREAS, in accordance with Section 3734.55-56 the District's Policy Committee has prepared an amended plan, established a public comment period, held public hearings and adopted the plan and delivered it to the required legislative authorities for local ratification.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF OTTAWA HILLS, THAT:

SECTION 1. The Village Council hereby acknowledges receipt of the amended draft plan (2011) as adopted by the policy committee and delivered to the Village of Ottawa Hills for approval.

SECTION 2. The Village Council further acknowledges the amended draft plan contains strategies and programs, a schedule of implementation and a fee scheduled which includes a generation fee increase of \$2.00 per ton on all solid waste generated within the District, which will go into effect on January 1, 2012 and a fee of \$5.00 per improved lot effective in 2014 for the purpose of funding the strategies and programs required to meet the goals and objectives of the State of Ohio's Solid Waste Management Plan.

SECTION 3. The Village Council hereby approves the amended draft plan and agrees to use its good faith efforts to take such measures as are reasonably necessary to implement the amended draft plan as required and in accordance with Section 3743.01 et. Seq. and Section 3734.50 et. Seq. of the Ohio Revised Code.

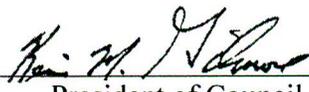
SECTION 4. The Village Council finds and determines that all formal actions of the Council concerning the adoption of this resolution were adopted in an open meeting of the Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Resolution is hereby declared to be an emergency made necessary for the continued peace, health, safety and welfare of the community. As an emergency it shall be in full force and effect immediately upon its passage.

Vote on emergency measure Yeas 6 Nays 0

Passed as an emergency measure Yeas 6 Nays 0

8/22/11  
Date of passage

  
\_\_\_\_\_  
President of Council

Attest:  
  
\_\_\_\_\_  
Clerk of Council

## **Appendix D**

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### **Identification of Consultants Retained for Plan Preparation**

The following consultants were retained for preparation of this Plan Update:

Solid Waste Management Consultants

Resource Recycling Systems  
416 Longshore Drive  
Ann Arbor, Michigan 48105  
734-996-1361

Legal Consultants

James Walter, Assistant Prosecuting Attorney  
Lucas County, Office of the Prosecutor  
Lucas County Courthouse  
Adams and Erie Streets, Suite 250  
Toledo, Ohio 43604  
419-213-4700

# Appendix E

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## District Maps

LENAWEE COUNTY

MONROE COUNTY

LAKE ERIE

8

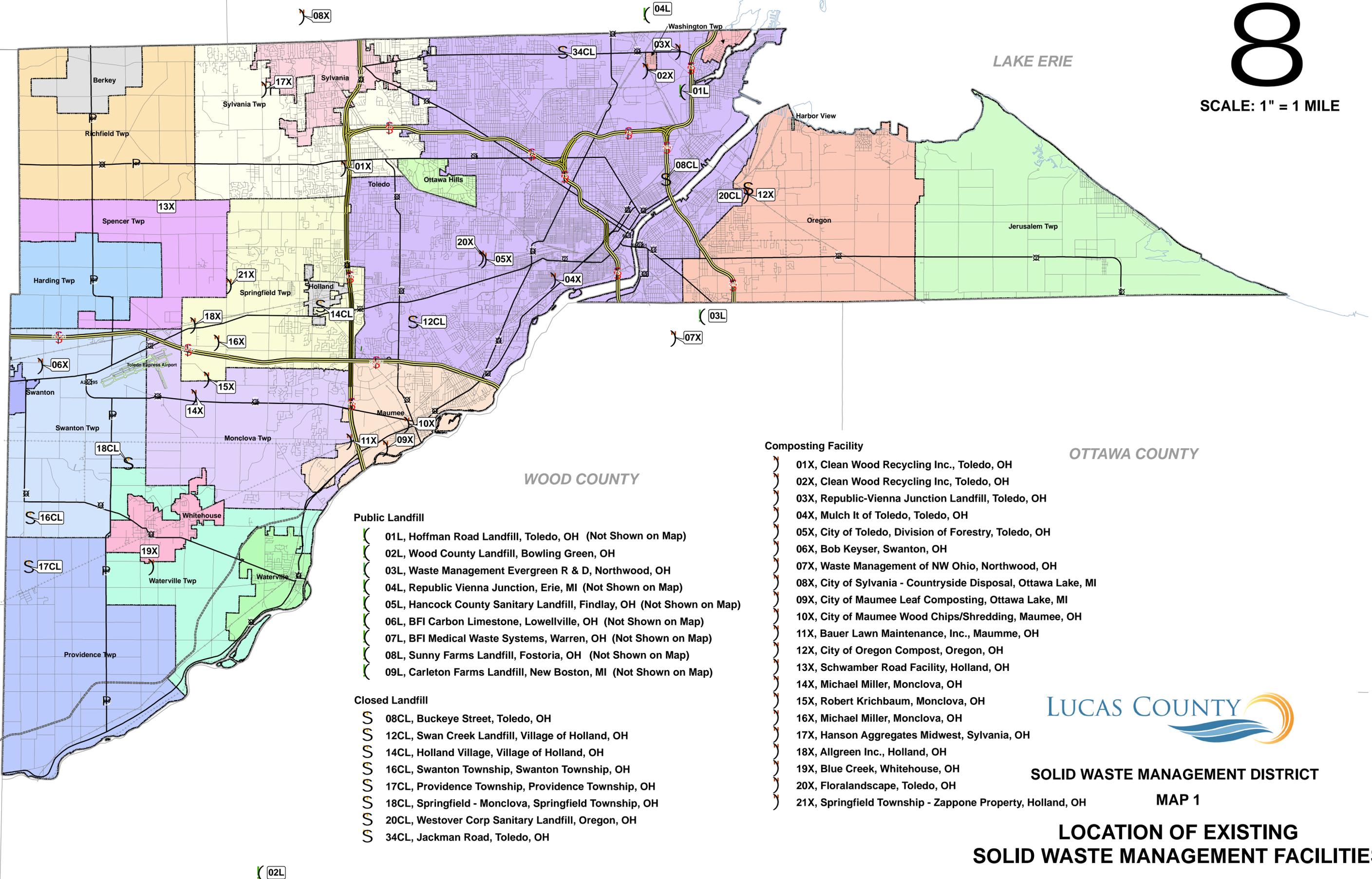
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FULTON COUNTY

WOOD COUNTY

OTTAWA COUNTY

HENRY COUNTY



**Public Landfill**

- ( 01L, Hoffman Road Landfill, Toledo, OH (Not Shown on Map)
- ( 02L, Wood County Landfill, Bowling Green, OH
- ( 03L, Waste Management Evergreen R & D, Northwood, OH
- ( 04L, Republic Vienna Junction, Erie, MI (Not Shown on Map)
- ( 05L, Hancock County Sanitary Landfill, Findlay, OH (Not Shown on Map)
- ( 06L, BFI Carbon Limestone, Lowellville, OH (Not Shown on Map)
- ( 07L, BFI Medical Waste Systems, Warren, OH (Not Shown on Map)
- ( 08L, Sunny Farms Landfill, Fostoria, OH (Not Shown on Map)
- ( 09L, Carleton Farms Landfill, New Boston, MI (Not Shown on Map)

**Closed Landfill**

- S 08CL, Buckeye Street, Toledo, OH
- S 12CL, Swan Creek Landfill, Village of Holland, OH
- S 14CL, Holland Village, Village of Holland, OH
- S 16CL, Swanton Township, Swanton Township, OH
- S 17CL, Providence Township, Providence Township, OH
- S 18CL, Springfield - Monclova, Springfield Township, OH
- S 20CL, Westover Corp Sanitary Landfill, Oregon, OH
- S 34CL, Jackman Road, Toledo, OH

**Composting Facility**

- ( 01X, Clean Wood Recycling Inc., Toledo, OH
- ( 02X, Clean Wood Recycling Inc, Toledo, OH
- ( 03X, Republic-Vienna Junction Landfill, Toledo, OH
- ( 04X, Mulch It of Toledo, Toledo, OH
- ( 05X, City of Toledo, Division of Forestry, Toledo, OH
- ( 06X, Bob Keyser, Swanton, OH
- ( 07X, Waste Management of NW Ohio, Northwood, OH
- ( 08X, City of Sylvania - Countryside Disposal, Ottawa Lake, MI
- ( 09X, City of Maumee Leaf Composting, Ottawa Lake, MI
- ( 10X, City of Maumee Wood Chips/Shredding, Maumee, OH
- ( 11X, Bauer Lawn Maintenance, Inc., Maumme, OH
- ( 12X, City of Oregon Compost, Oregon, OH
- ( 13X, Schwamber Road Facility, Holland, OH
- ( 14X, Michael Miller, Monclova, OH
- ( 15X, Robert Krichbaum, Monclova, OH
- ( 16X, Michael Miller, Monclova, OH
- ( 17X, Hanson Aggregates Midwest, Sylvania, OH
- ( 18X, Allgreen Inc., Holland, OH
- ( 19X, Blue Creek, Whitehouse, OH
- ( 20X, Florallandscape, Toledo, OH
- ( 21X, Springfield Township - Zappone Property, Holland, OH

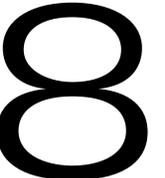


**SOLID WASTE MANAGEMENT DISTRICT**

**MAP 1**

**LOCATION OF EXISTING  
SOLID WASTE MANAGEMENT FACILITIES**

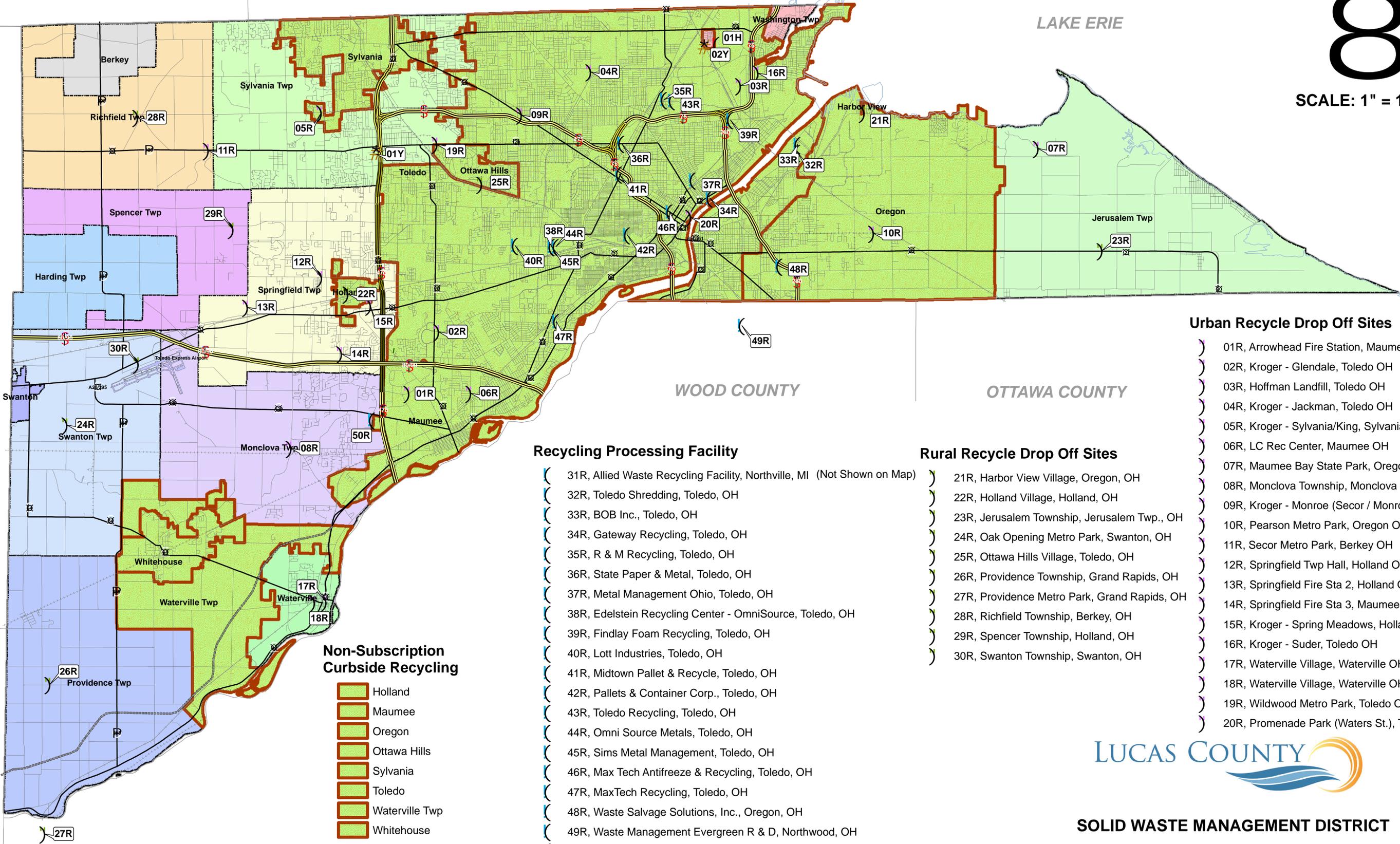
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FULTON COUNTY

HENRY COUNTY



**Recycling Processing Facility**

- ( 31R, Allied Waste Recycling Facility, Northville, MI (Not Shown on Map)
- ( 32R, Toledo Shredding, Toledo, OH
- ( 33R, BOB Inc., Toledo, OH
- ( 34R, Gateway Recycling, Toledo, OH
- ( 35R, R & M Recycling, Toledo, OH
- ( 36R, State Paper & Metal, Toledo, OH
- ( 37R, Metal Management Ohio, Toledo, OH
- ( 38R, Edelstein Recycling Center - OmniSource, Toledo, OH
- ( 39R, Findlay Foam Recycling, Toledo, OH
- ( 40R, Lott Industries, Toledo, OH
- ( 41R, Midtown Pallet & Recycle, Toledo, OH
- ( 42R, Pallets & Container Corp., Toledo, OH
- ( 43R, Toledo Recycling, Toledo, OH
- ( 44R, Omni Source Metals, Toledo, OH
- ( 45R, Sims Metal Management, Toledo, OH
- ( 46R, Max Tech Antifreeze & Recycling, Toledo, OH
- ( 47R, MaxTech Recycling, Toledo, OH
- ( 48R, Waste Salvage Solutions, Inc., Oregon, OH
- ( 49R, Waste Management Evergreen R & D, Northwood, OH
- ( 50R, All Shred Recycling Services, Maumee, OH

**Rural Recycle Drop Off Sites**

- ) 21R, Harbor View Village, Oregon, OH
- ) 22R, Holland Village, Holland, OH
- ) 23R, Jerusalem Township, Jerusalem Twp., OH
- ) 24R, Oak Opening Metro Park, Swanton, OH
- ) 25R, Ottawa Hills Village, Toledo, OH
- ) 26R, Providence Township, Grand Rapids, OH
- ) 27R, Providence Metro Park, Grand Rapids, OH
- ) 28R, Richfield Township, Berkey, OH
- ) 29R, Spencer Township, Holland, OH
- ) 30R, Swanton Township, Swanton, OH

**Urban Recycle Drop Off Sites**

- ) 01R, Arrowhead Fire Station, Maumee OH
- ) 02R, Kroger - Glendale, Toledo OH
- ) 03R, Hoffman Landfill, Toledo OH
- ) 04R, Kroger - Jackman, Toledo OH
- ) 05R, Kroger - Sylvania/King, Sylvania OH
- ) 06R, LC Rec Center, Maumee OH
- ) 07R, Maumee Bay State Park, Oregon OH
- ) 08R, Monclova Township, Monclova OH
- ) 09R, Kroger - Monroe (Secor / Monroe), Toledo OH
- ) 10R, Pearson Metro Park, Oregon OH
- ) 11R, Secor Metro Park, Berkey OH
- ) 12R, Springfield Twp Hall, Holland OH
- ) 13R, Springfield Fire Sta 2, Holland OH
- ) 14R, Springfield Fire Sta 3, Maumee OH
- ) 15R, Kroger - Spring Meadows, Holland OH
- ) 16R, Kroger - Suder, Toledo OH
- ) 17R, Waterville Village, Waterville OH
- ) 18R, Waterville Village, Waterville OH
- ) 19R, Wildwood Metro Park, Toledo OH
- ) 20R, Promenade Park (Waters St.), Toledo, OH

**Non-Subscription Curbside Recycling**

- Holland
- Maumee
- Oregon
- Ottawa Hills
- Sylvania
- Toledo
- Waterville Twp
- Whitehouse

**Yard Waste Drop Off Sites**

- # 01Y, Clean Wood Recycling Inc., Toledo, OH
- # 02Y, Clean Wood Recycling Inc., Toledo, OH

**Household Hazardous Waste Drop Off Sites**

- ( 01H, Heritage Environmental Services, Toledo, OH



**SOLID WASTE MANAGEMENT DISTRICT**

**MAP 2**

**LOCATION OF EXISTING SOLID WASTE MANAGEMENT FACILITIES**

<b>Private Drop-off Sites</b>		
Albion Toledo Sanitation Garage	2411 Albion	Toledo, OH
Alltel	1651 Toll Gate Drive	Maumee, OH
All Shred	3940 Technology Drive	Maumee, OH
American Canvas	2925 South Avenue	Toledo, OH
Andover Apts.	2555 Eastgate Road	Toledo, OH
Barnes & Noble	4940 Monroe St	Toledo, OH
Bavarian Sports	2102 Lagrange	Toledo, OH
BAX Global	1 Air Cargo Parkway East	Swanton, OH
Brondes Ford	5545 Secor	Toledo, OH
Budget Baths/Overhead Door	5211 Secor Rd	Toledo, OH
City of Toledo	110 Westwood Ave	Toledo, OH
CYO Complex	555 S. Holland -Sylvania	Toledo, OH
Dunn Business Center	Brown & Curtice Road	Jerusalem Township, OH
Fallen Timbers	7711 Stitt Rd.	Waterville, OH
Fassett Apartments	605 Fassett St	Toledo, OH
Fifth Third Bank	1 Seagate	Toledo, OH
Heather Hill Apts.	4835 Heathdowns	Toledo, OH
House of Emmanuel	350 North Irwin Road	Holland, OH
LC / Toledo Health Dept	635 N. Erie Street	Toledo, OH
LC 701 Adams	Garage on Ontario Street	Toledo, OH
LC Dog Warden	410 S. Erie	Toledo, OH
LC Economic Del / Tmacog	300 Martin L. King Dr.	Toledo, OH
LC Emergency 911 Bldg	2144 Monroe St.	Toledo, OH
LC Facilities	1819 Canton Ave	Toledo, OH
LC Family Court Buliding	429 Michigan & Jackson	Toledo, OH
LC Juvenile Justice	12th Street	Toledo, OH
LC Road Engineers	2504 S. Detroit Avenue	Toledo, OH
LC Sanitary Engineers	1111 S. McCord Road	Holland, OH
LC Source	12th Street	Toledo, OH
LC Vehicle Maint. Garage	1915 Spielbusch Ave.	Toledo, OH
LC Wastewater Treatment	5757 North River Road	Waterville, OH
Maritime Plaza	1 Maritime Plaza	Toledo, OH
Michaelmas Manor	3260 Schneider Road	Toledo, OH
Moose Lodge	226 South Byrne Road	Toledo, OH
Mud Hens Stadium	Washington Sreet	Toledo, OH
National Guard	2660 S. Eber	Swanton, OH
Oak Shade Grove	Seaman Road	Oregon, OH
Oblate Residences	Schneider Road	Toledo, OH
ODOT	1600 Detroit Ave	Toledo, OH
Office Furniture	3545 Silica Drive	Sylvania, OH
Owens Corning	One Owens Corning Parkway	Toledo, OH
Perstorp	710 Matzinger Rd	Toledo, OH
Ransom & Randolph	3535 Briarfield Road	Maumee, OH
Seagate Convention Center	401 Jefferson	Toledo, OH
SFC Graphics	110 E. Wooddruff Ave.	Toledo, OH
St. Charles Hospital	2600 Navarre	Oregon, OH
St. Charles Child Dev	2600 Navarre	Oregon, OH
St. Charles Crest Home	2600 Navarre	Oregon, OH
Sun Oil	1819 Woodville Road	Oregon, OH
Sylvania Country Club	5201 Corey Road	Sylvania, OH
Team Sports	6144 Merger Drive	Holland, OH
Toledo Botanical Gardens	5403 Elmer	Toledo, OH
Toledo Correctional Facility	2001 East Central Avenue	Toledo, OH
Toledo Fire Dept Maint.	3917 Imlay Street	Toledo, OH
Toledo Fire Dept Downtown	545 North Huron Street	Toledo, OH
Toledo Water Department	401 South Erie Street	Toledo, OH
Waterville Sheet Metal	1210 Waterville Monclova Road	Waterville, OH

<b>School Recycling Drop-off Sites</b>		
Alliance Academy	1501 Monroe St.	Toledo, OH
Anthony Wayne Schools	5967 Finzel Rd	Whitehouse, OH
Arbor Hills Junior High	5334 Whiteford Rd	Sylvania, OH
Aurora Academy	541 Utah	Toledo, OH
Autism Society of N.W. Ohio	4848 Dorr St.	Toledo, OH
Bennett Venture Academy	5130 Bennett Road	Toledo, OH
Beverly Elementary	4022 Rugby	Toledo, OH
Blessed Sacrament Elem	2216 Castlewood	Toledo, OH
Burroughs Elementary	2404 South	Toledo, OH
Central Catholic High School	2550 Cherry	Toledo, OH
Christ the King Elementary	4100 Harvest Lane	Toledo, OH
Clay High School	5665 Seaman Rd	Oregon, OH
Coy Elementary	3604 Pickle Road	Oregon, OH
Crissey Elementary	9220 Geiser	Holland, OH
Crossgates Elementary	3901 Shady Lawn	Toledo, OH
DeVeaux Junior High	2626 Sylvania	Toledo, OH
Dorr Elementary	1205 King	Toledo, OH
Eisehower Middle School	331 N. Curtice Rd	Oregon, OH
Elmhurst Elementary	4530 Elmhurst	Toledo, OH
Emmanuel Baptist	4607 Laskey Rd	Toledo, OH
Englewood Peace Academy	1120 Horace	Toledo, OH
Fassett Middle School	3025 Starr	Oregon, OH
Fort Miami Elementary	2501 River Rd	Maumee, OH
Franciscan Academy	5225 West Alexis Rd	Sylvania, OH
Gateway Middle School	900 Gibbs Rd	Maumee, OH
GESU	2049 Parkside Blvd	Toledo, OH
Glendale-Feilbach Elementary	2317 Cass Road	Toledo, OH
Grove Patterson Academy	3301 Upton	Toledo, OH
Hawkins Elementary	5550 W. Bancroft	Toledo, OH
Highland Elementary	7720 Erie	Sylvania, OH
Hillview Elementary	5424 Whiteford	Sylvania, OH
Holland Elementary	7001 Madison	Holland, OH
Holloway Elementary	6611 Pilliod	Holland, OH
Jackman Elementary	2010 Northover	Toledo, OH
Lagrange Elementary	1001 North Erie	Toledo, OH
Larchmont Elementary	1515 Slater	Toledo, OH
Leverette Middle School	1111 E. Manhattan	Toledo, OH
Lial School	5900 Davis	Whitehouse, OH
Longfellow Elementary	4114 Jackman	Toledo, OH
Lourdes College	6832 Convent Blvd	Sylvania, OH
Maplewood Elementary	6769 Maplewood	Sylvania, OH
Maumee H.S.	1147 Saco	Maumee, OH
Maumee Valley County Day	1715 S. Reynolds Rd	Toledo, OH
McCord Junior High	4304 McCord	Sylvania, OH
McKinley Elementary	1901 W. Central	Toledo, OH
Meadowvale Elementary	2755 Edgebrook	Toledo, OH
Monac Elementary	3845 Clawson Ave	Toledo, OH
Northview High School	5403 Silica Dr	Sylvania, OH
Ottawa Hills Elementary	6145 Hill Ave	Toledo, OH
Ottawa Hills High School	2532 Evergreen	Ottawa Hills, OH
Our Lady of Lourdes	6145 Hill Ave	Toledo, OH
Our Lady of Perpetual Help	2255 Central Grove	Toledo, OH
Regina Coeli Elementary	600 Regina Parkway	Toledo, OH
Reynolds Elementary School	5000 Norwich	Toledo, OH
Robinson Middle School	1007 Grand ave	Toledo, OH
Rogers High School	5539 Nebraska	Toledo, OH
Sacred Heart Catholic School	824 Sixth Street	Toledo, OH



LUCAS COUNTY  
SOLID WASTE MANAGEMENT DISTRICT

MAP 2A

LOCATION OF EXISTING  
SOLID WASTE MANAGEMENT FACILITIES

LENAWEE COUNTY

MONROE COUNTY

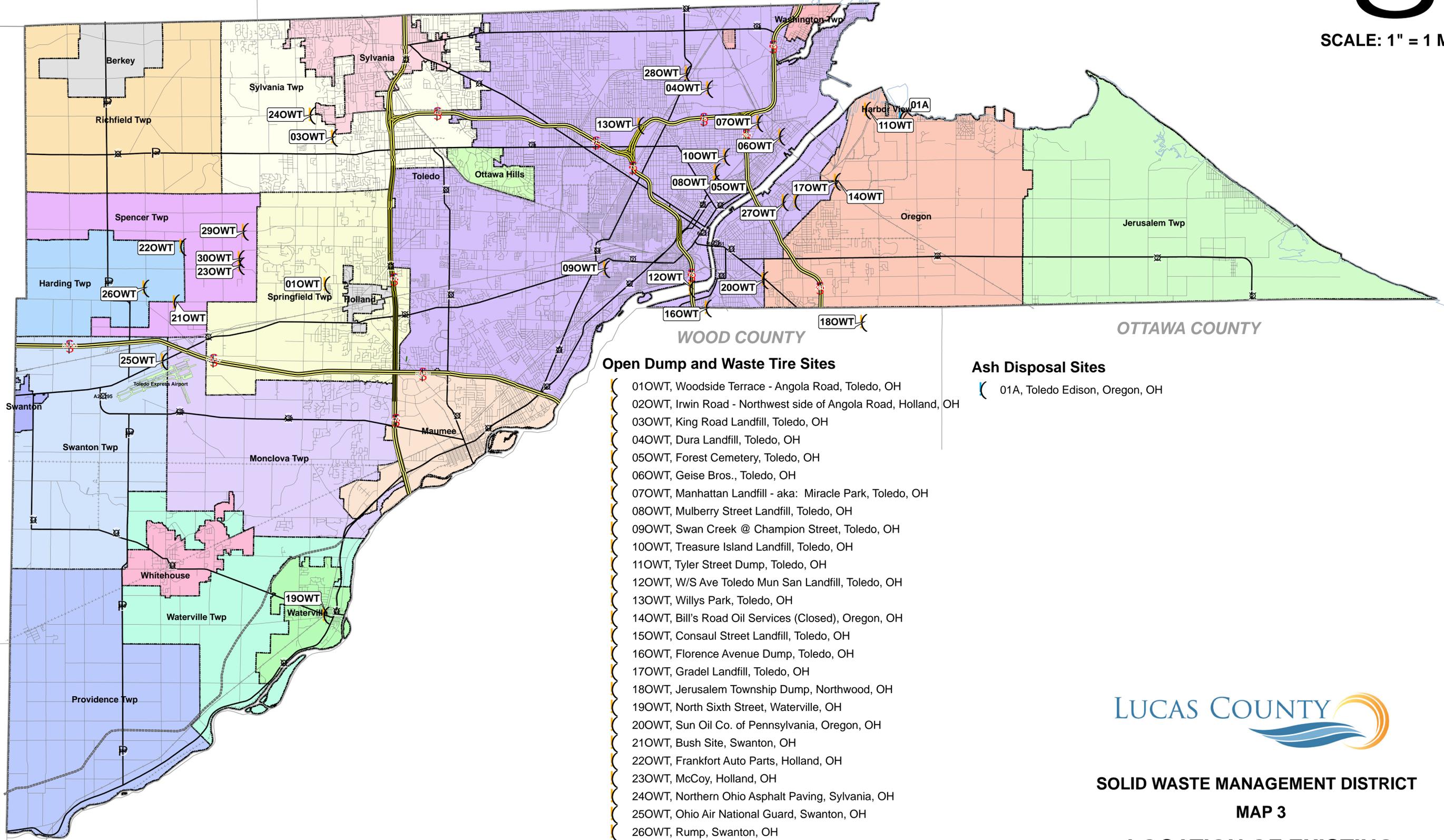
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FULTON COUNTY

HENRY COUNTY



**Open Dump and Waste Tire Sites**

- 01OWT, Woodside Terrace - Angola Road, Toledo, OH
- 02OWT, Irwin Road - Northwest side of Angola Road, Holland, OH
- 03OWT, King Road Landfill, Toledo, OH
- 04OWT, Dura Landfill, Toledo, OH
- 05OWT, Forest Cemetery, Toledo, OH
- 06OWT, Geise Bros., Toledo, OH
- 07OWT, Manhattan Landfill - aka: Miracle Park, Toledo, OH
- 08OWT, Mulberry Street Landfill, Toledo, OH
- 09OWT, Swan Creek @ Champion Street, Toledo, OH
- 10OWT, Treasure Island Landfill, Toledo, OH
- 11OWT, Tyler Street Dump, Toledo, OH
- 12OWT, W/S Ave Toledo Mun San Landfill, Toledo, OH
- 13OWT, Willys Park, Toledo, OH
- 14OWT, Bill's Road Oil Services (Closed), Oregon, OH
- 15OWT, Consaul Street Landfill, Toledo, OH
- 16OWT, Florence Avenue Dump, Toledo, OH
- 17OWT, Gradel Landfill, Toledo, OH
- 18OWT, Jerusalem Township Dump, Northwood, OH
- 19OWT, North Sixth Street, Waterville, OH
- 20OWT, Sun Oil Co. of Pennsylvania, Oregon, OH
- 21OWT, Bush Site, Swanton, OH
- 22OWT, Frankfort Auto Parts, Holland, OH
- 23OWT, McCoy, Holland, OH
- 24OWT, Northern Ohio Asphalt Paving, Sylvania, OH
- 25OWT, Ohio Air National Guard, Swanton, OH
- 26OWT, Rump, Swanton, OH
- 27OWT, Kare Recycling, Toledo, OH
- 28OWT, Homer's Towing and Auto Parts, Toledo, OH
- 29OWT, Croskey Motorcycle Repair, Holland, OH
- 30OWT, King of the Road Auto Parts, Holland, OH

**Ash Disposal Sites**

- 01A, Toledo Edison, Oregon, OH



**SOLID WASTE MANAGEMENT DISTRICT**

**MAP 3**

**LOCATION OF EXISTING  
SOLID WASTE MANAGEMENT FACILITIES**

<b>Other Open Dump Sites Located in the District</b>		
Clark Station #1783	750 E. Central Avenue	Toledo, OH
Cleveland Metals	2351 Hill Avenue	Toledo, OH
Detroit Lead Recyclers	5715 Angola Road	Toledo, OH
Dial Corporation	6120 N. Detroit Avenue	Toledo, OH
Doehler-Jarvis aka: Farley Metals, NL Industries	5400 N. Detroit Avenue	Toledo, OH
Lynden Oil (Illegal)	Holland-Sylvania Rd. north of Central Ave.	Toledo, OH
Maumee Refining, Inc. aka: Schachner Site	600-680 Bassett Avenue	Swanton, OH
NL Ind Inc. Bearings Div aka: Bunting, Brass & Bronze	715 Spencer Street	Toledo, OH
North American Car Corp (NACC)	4545 Hoffman Road	Toledo, OH
North Cove Landfill - aka: City Owned Dump	Unknown	Toledo, OH
Oberly Ray Disposal	3812 Twining Street	Toledo, OH
Owens-Illinois - Libbey Plant 27	940 Ash Street	Toledo, OH
Penn Central Transport - aka: Stanley Diesel Shop	435 Emerald Avenue	Toledo, OH
Perstorp - aka: Dupont E I DeNemours & Co, Inc.	Matzinger Rd, P O Box 6568	Toledo, OH
Sheller-Globe Corp Armored Plastics	Lint & Dura Avenue	Toledo, OH
Sheller-Globe	Dorr Street - East of Westwood	Toledo, OH
South Cove Blvd.	Unknown	Toledo, OH
Textileather - aka: Gen Corp.	3729 Twining	Toledo, OH
Toledo Coal Gas Plant - aka: Columbia Gas	South Erie Street	Toledo, OH
Toledo Tie Treatment Plant	South Frenchmans Road	Toledo, OH
Webstrand Corp.	525 Hamilton Street	Toledo, OH
XXCHEM Company, Inc.	3903 Stickney Avenue	Toledo, OH
Commercial Oil Service Inc.	3600 Cedar Point Road	Oregon, OH
Coulton Chemical Corp.	1400 Otter Creek Road	Oregon, OH
CSX Railyard	Bay Shore Road	Toledo, OH
Envirosafe - aka: Fondessy Enterprises, Inc.	876 Otter Creek Road	Oregon, OH
Gulf Oil Refinery (Chevron)	Millard Avenue and RR tracks	Toledo, OH
Heist Cleaning Service - aka: Colander (Closed)	3804 Cedar Point Road	Oregon, OH
Koppers - aka: Toledo Coke (Closed)	2563 Front Street	Toledo, OH
Libbey-Owens-Ford PLTS 4 & 8	1769 East Broadway	Toledo, OH
Matlack Trucking Co.	1728 Drouillard Road	Toledo, OH
Millard Ave. Overpass	Millard Avenue - West of Duck Creek	Oregon, OH
Norfolk & Western Railway	Ironville Yard	Toledo, OH
Old Peanut Hill Dump	Oak St. near Akron, Oaklawn & Richford Streets	Toledo, OH
Phillips Petroleum Property	Front Street & Millard Avenue	Toledo, OH
Standard Oil Co (OHIO) - aka: BP Oil	Lallendorf & Cedar Point Roads	Oregon, OH
Toledo Edison Co Coke Oven Gas Line(Removed)	Front & Cherry Streets	Toledo, OH
Toledo Powdered Metal	Cross Street	Toledo, OH
Union Oil Co Toledo Ref	1840 Otter Creek Road	Oregon, OH
Champion Spark Plug	900 Upton Avenue	Toledo, OH
Dunright Mobile	1805 East Manhattan	Toledo, OH



LUCAS COUNTY  
SOLID WASTE MANAGEMENT DISTRICT

MAP 3A

LOCATION OF EXISTING  
SOLID WASTE MANAGEMENT FACILITIES

## **Appendix F**

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### **Solid Waste Plan Surveys**

# 2010 Solid Waste Plan Update - Commercial/Industrial Business Survey

## 1. Welcome to the Lucas County Solid Waste Management District Planning Process...

The Lucas County Solid Waste Management District ("District") is in the process of preparing an update to the current solid waste management plan. The main purpose of the solid waste management plan is to ensure adequate and environmentally sound management capacity for the District's solid waste and to increase the efforts of the District's communities, businesses and industries to reduce and recycle their solid wastes. The Ohio EPA requires the District to prepare an update to the plan every 5 years. The plan update is required to provide a comprehensive inventory of all the solid wastes generated, reduced, recycled, and disposed from commercial and industrial businesses within the District. This information will then be used to determine appropriate waste reduction and recycling activities to not only meet the future solid waste management needs of the District but also comply with the state goals for waste reduction and recycling.

The information requested in this survey is critical to the mandated District-wide planning process and will be kept confidential. Accurate survey data will help to ensure development of an effective and sustainable solid waste management plan. This plan update will only evaluate data from the 2007 calendar year.

We appreciate your help as we proceed through the planning process. The deadline for completing this survey is April 10, 2009. If you should have questions, or need assistance, please contact Alex Spivak (University of Toledo) at (419) 530-8111. Thank you.

## 2. Commercial or Industrial Business Contact Information

All information and data provided in this survey will be kept confidential.

### \* 1. Please complete the following information about your commercial or industrial business.

Name of Person Completing Survey:	<input type="text"/>
Company Name:	<input type="text"/>
Address:	<input type="text"/>
Address 2:	<input type="text"/>
City/Town:	<input type="text"/>
State:	<input type="text" value="6"/>
ZIP/Postal Code:	<input type="text"/>
Email Address:	<input type="text"/>
Phone Number:	<input type="text"/>

### 2. Please provide your primary Standard Industrial Classification (SIC) Code.

# 2010 Solid Waste Plan Update - Commercial/Industrial Business Survey

3. Is your business classified as a "commercial" or "industrial" business?

Commercial

Industrial

4. Number of employees employed at your business.

5. Briefly describe the nature of your business (i.e. products sold or manufactured, services provided, etc.)

## 3. Solid Waste Collection Information

All information and data provided in this survey will be kept confidential.

1. Does your business contract with a solid waste hauling company?

Yes

No

2. Please identify your solid waste collection hauler and tons of solid waste disposed during the 2007 calendar year.

Solid Waste Collection Hauler

Tons of Solid Waste Disposed in 2007

3. Please identify your solid waste disposal service collection and frequency.

	Container Type	Container Size	# of Containers	# of Times Serviced (per week)
Collection Container #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Collection Container #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Collection Container #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Collection Container #4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Collection Container #5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## 4. Recycling Collection Information

All information and data provided in this survey will be kept confidential.

# 2010 Solid Waste Plan Update - Commercial/Industrial Business Survey

1. Does your business contract with a recycling hauling company?

Yes

No

2. Please identify your recycling collection hauler during the 2007 calendar year.

3. Please identify your recycling service collection and frequency.

	Type of Container	Container Size	Material Collected	# of Containers	# of Days Serviced (per week)
Collection Container #1	<input type="text"/>				
Collection Container #2	<input type="text"/>				
Collection Container #3	<input type="text"/>				
Collection Container #4	<input type="text"/>				
Collection Container #5	<input type="text"/>				

## 5. Recyclable Materials Separated From Waste Stream

### 1. Paper Recycling

Please indicate which paper items are separated from your solid waste stream for recycling or reuse. (Check all that apply)

Commingled Mixed Paper

Magazines

Wood Pallets

Cardboard

Boxboard

Other Wood

Newsprint

Other Papers

Office Paper

Scrap Wood

# 2010 Solid Waste Plan Update - Commercial/Industrial Business Survey

## 2. Metal and Plastic Recycling

Please indicate which metal and plastic items are separated from your solid waste stream for recycling or reuse. (Check all that apply)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Commingled Bottles and Cans        | <input type="checkbox"/> Appliances/White Goods       | <input type="checkbox"/> Polypropylene (#5) Plastics        |
| <input type="checkbox"/> Commingled Bottles, Cans and Glass | <input type="checkbox"/> Other Metals                 | <input type="checkbox"/> Polystyrene (#6) Plastics          |
| <input type="checkbox"/> Aluminum/Steel/Tin Cans            | <input type="checkbox"/> PETE (#1) Plastics           | <input type="checkbox"/> Other (#7) Plastics                |
| <input type="checkbox"/> Ferrous Metals                     | <input type="checkbox"/> HDPE (#2) Plastics           | <input type="checkbox"/> Glass Beverage and Food Containers |
| <input type="checkbox"/> Non-Ferrous Metals                 | <input type="checkbox"/> LDPE/PVC (# 3 & #4) Plastics | <input type="checkbox"/> Other Glass                        |

## 3. Other Materials for Recycling

Please indicate which additional items are separated from your solid waste stream for recycling or reuse. (Check all that apply)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Computers and Other Electronics | <input type="checkbox"/> Stone/Clay/Sand   | <input type="checkbox"/> Used Oil                |
| <input type="checkbox"/> Scrap Tires                     | <input type="checkbox"/> Concrete          | <input type="checkbox"/> Food Waste              |
| <input type="checkbox"/> Lead-Acid Batteries             | <input type="checkbox"/> Foundry Sand/Slag | <input type="checkbox"/> Textiles                |
| <input type="checkbox"/> Dry-Cell Batteries              | <input type="checkbox"/> Ash               | <input type="checkbox"/> Non-Hazardous Chemicals |
| <input type="checkbox"/> Rubber                          | <input type="checkbox"/> Sludge            | <input type="checkbox"/> Composites              |

## 4. Yard Waste Materials for Composting

Please indicate which yard waste items are separated from your solid waste stream for composting or mulching. (Check all that apply)

- |   |  |                                     |
|---|--|-------------------------------------|
| <input type="checkbox"/> Commingled Yard Wastes | <input type="checkbox"/> Loose Leaves              | <input type="checkbox"/> Wood Chips |
| <input type="checkbox"/> Grass                  | <input type="checkbox"/> Small Brush and Branches  |                                     |
| <input type="checkbox"/> Compacted Leaves       | <input type="checkbox"/> Large Branches and Stumps |                                     |

## 6. Types and Quantities of Recyclable Materials Collected

Please indicate the amount (in TONS) of each listed material that your business recycled during the 2007 calendar year.

### 1. SINGLE STREAM RECYCLING INFORMATION (Report in TONS)

Commingled Paper, Bottles and Cans

# 2010 Solid Waste Plan Update - Commercial/Industrial Business Survey

## 2. PAPER RECYCLING INFORMATION (Report in TONS)

Commingled Mixed Paper	<input type="text"/>
Cardboard	<input type="text"/>
Newsprint	<input type="text"/>
Office Paper	<input type="text"/>
Magazines	<input type="text"/>
Boxboard	<input type="text"/>
Other Papers	<input type="text"/>
Scrap Wood	<input type="text"/>
Wood Pallets	<input type="text"/>
Other Wood	<input type="text"/>

## 3. METAL AND PLASTIC RECYCLING INFORMATION (Report in TONS)

Commingled Bottles and Cans	<input type="text"/>
Commingled Bottles, Cans and Glass	<input type="text"/>
Aluminum/Steel/Tin Cans	<input type="text"/>
Ferrous Metals	<input type="text"/>
Non-Ferrous Metals	<input type="text"/>
Appliances/White Goods	<input type="text"/>
Other Metals	<input type="text"/>
PETE (#1) Plastics	<input type="text"/>
HDPE (#2) Plastics	<input type="text"/>
LDPE/PVC (# 3 & #4) Plastics	<input type="text"/>
Polypropylene (#5) Plastics	<input type="text"/>
Polystyrene (#6) Plastics	<input type="text"/>
Other (#7) Plastics	<input type="text"/>
Glass Beverage and Food Containers	<input type="text"/>
Other Glass	<input type="text"/>

# 2010 Solid Waste Plan Update - Commercial/Industrial Business Survey

## 4. OTHER RECYCLING INFORMATION (Report in TONS)

Computers and Other Electronics	<input type="text"/>
Scrap Tires	<input type="text"/>
Lead-Acid Batteries	<input type="text"/>
Dry-Cell Batteries	<input type="text"/>
Rubber	<input type="text"/>
Stone/Clay/Sand	<input type="text"/>
Concrete	<input type="text"/>
Foundry Sand/Slag	<input type="text"/>
Ash	<input type="text"/>
Sludge	<input type="text"/>
Used Oil	<input type="text"/>
Food Waste	<input type="text"/>
Textiles	<input type="text"/>
Non-Hazardous Chemicals	<input type="text"/>
Composites	<input type="text"/>

5. Any additional materials that your business recycled during the 2007 calendar year. If so, please list the material and amount in TONS recycled.

<input type="text"/>	<input type="text" value="5"/>
<input type="text"/>	<input type="text" value="6"/>

## 7. Types and Quantities of Yard Waste Materials Collected

All information and data provided in this survey will be kept confidential.

Please indicate the amount (in TONS or CUBIC YARDS) of each listed material that your business sent for composting or mulching during the 2007 calendar year.

### 1. YARD WASTE INFORMATION

Please report here if you collect your materials in TONS

Commingled Yard Wastes	<input type="text"/>
Grass	<input type="text"/>
Compacted Leaves	<input type="text"/>
Loose Leaves	<input type="text"/>
Small Brush and Branches	<input type="text"/>
Large Branches and Stumps	<input type="text"/>
Wood Chips	<input type="text"/>
Other Yard Wastes	<input type="text"/>

# 2010 Solid Waste Plan Update - Commercial/Industrial Business Survey

## 2. YARD WASTE INFORMATION

Please report here if you collect your materials in CUBIC YARDS

Commingled Yard Wastes	<input type="text"/>
Grass	<input type="text"/>
Compacted Leaves	<input type="text"/>
Loose Leaves	<input type="text"/>
Small Brush and Branches	<input type="text"/>
Large Branches and Stumps	<input type="text"/>
Wood Chips	<input type="text"/>
Other Yard Wastes	<input type="text"/>

## 8. Additional Recycling, Source Reduction and ReUse Activities

All information and data provided in this survey will be kept confidential.

1. Do you anticipate an increase or decrease in waste generation from your business over the next ten years?

Increase

Decrease

Not Sure

2. Is your business buying recycled content products?

Yes

No

What types of materials do you purchase (please specify)

<input type="text"/>	<input type="text"/>
----------------------	----------------------

# 2010 Solid Waste Plan Update - Commercial/Industrial Business Survey

3. What type of waste reduction or reuse activities occur within your business? (Please check all that apply)

- Source Reduction Policies or Procedures
- Double Sided Printing
- Reuse of Paper
- Recharge Ink and Toner Cartridges
- Buy Supplies in Bulk
- Reuseable Kitchen Materials (cups, plates, silverware)
- Use of Cloth Towels or Bathroom Air Dryers
- Returnable Packaging (Containers and/or Pallets)
- Repackaging Dunnage
- Regrinding

Other Activities(please specify)

4. Please name any additional materials your business would like to recycle.

5. Please indicate any special needs or problem areas you have experienced with your waste reduction/recycling programs. (Please check all that apply)

- Don't Generate Enough Recyclable Materials
- Contamination of Recyclables
- Lack of Technical Assistance
- Lack of Education
- Cost of Recycling
- Current Hauler Doesn't Offer Recycling
- Lack of Staff Participation
- Unable to Find Vendors Which Sell Recycled Office Products

Other (please specify)

6. How could the Lucas County Solid Waste Management District help your business acheive its waste reduction and recycling goals?

7. Additional Comments

9. Thank You!

## 2010 Solid Waste Plan Update - Commercial/Industrial Business Survey

The District appreciates all of your help in completing this survey. Thank you again.

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## 1. Welcome to the Lucas County Solid Waste Management District Planning Process...

The Lucas County Solid Waste Management District ("District") is in the process of preparing an update to the current solid waste management plan. The main purpose of the solid waste management plan is to ensure adequate and environmentally sound management capacity for the District's solid waste and to increase the efforts of the District's communities, businesses and industries to reduce and recycle their solid wastes. The Ohio EPA requires the District to prepare an update to the plan every 5 years. The plan update is required to provide a comprehensive inventory of all the solid wastes generated, reduced, recycled, and disposed from businesses and facilities that process materials within the District. This information will then be used to determine appropriate waste reduction and recycling activities to not only meet the future solid waste management needs of the District but also comply with the state goals for waste reduction and recycling.

The information requested in this survey is critical to the mandated District-wide planning process and will be kept confidential. Accurate survey data will help to ensure development of an effective and sustainable solid waste management plan. This plan update will only evaluate data from the 2007 calendar year.

We appreciate your help as we proceed through the planning process. The deadline for completing this survey is April 10, 2009. If you should have questions, or need assistance, please contact Alex Spivak (University of Toledo) at (419) 530-8111. Thank you.

## 2. Processor, Hauler or Compost Facility Contact Information

All information and data provided in this survey will be kept confidential.

### \* 1. Please complete the following information about your business, processing or compost facility.

Name of Person Completing Survey:	<input type="text"/>
Company Name:	<input type="text"/>
Address:	<input type="text"/>
Address 2:	<input type="text"/>
City/Town:	<input type="text"/>
State:	<input type="text" value="6"/>
ZIP/Postal Code:	<input type="text"/>
Email Address:	<input type="text"/>
Phone Number:	<input type="text"/>

## 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

2. Does your business or facility handle recyclables/yard wastes which are generated within Lucas County?

If NO, you may stop at this point and your survey is complete. If YES, please complete the remaining sections of this survey.

Yes

No

### 3. Types of Recycling/Compost Services Offered

All information and data provided in this survey will be kept confidential.

1. Please check the statements that best describe the types of recycling services offered by your business or facility. Please check all that apply.

Buyback Center

Public Drop Off Location for Source Separated Materials

Private Drop Off Location for Source Separated Materials

Curbside Collection Hauler of Dual Stream or Source Separated Recyclable Materials (collecting materials from generator using containers or dumpsters)

Curbside Collection Hauler of Single Stream Recyclable Materials (collecting materials from generator using containers or dumpsters)

Curbside Collection Hauler of Waste Materials (collecting materials from generator using containers or dumpsters)

Material Recovery Facility

Broker of Recyclable Materials (an individual or organization acting as an agent or intermediary between the processors and end users of recyclable materials)

Scrap Yard

Public Yard Waste Drop-off Location

Private Yard Waste Drop-off Location

Other (please specify)

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

2. If you are open to the public, how many hours are you open each day of the week?

Monday	<input type="text"/>
Tuesday	<input type="text"/>
Wednesday	<input type="text"/>
Thursday	<input type="text"/>
Friday	<input type="text"/>
Saturday	<input type="text"/>
Sunday	<input type="text"/>

## 4. Communities Serviced By Your Business or Facility

All information and data provided in this survey will be kept confidential.

1. Please check each type of customer who you may service or may bring materials to your business or facility. (Please check all that apply)

- Residents/Homeowners
- Small Businesses
- Commercial Businesses
- Industries/Manufacturers
- Institutions (Universities and Healthcare)
- Other (please specify)

2. Please check each community who you may service or may bring materials to your business or facility. (Please check all that apply)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> All of Lucas County | <input type="checkbox"/> Oregon City          | <input type="checkbox"/> Sylvania Township   |
| <input type="checkbox"/> Berkey Village      | <input type="checkbox"/> Ottawa Hills Village | <input type="checkbox"/> Toledo City         |
| <input type="checkbox"/> Harbor View Village | <input type="checkbox"/> Providence Township  | <input type="checkbox"/> Washington Township |
| <input type="checkbox"/> Harding Township    | <input type="checkbox"/> Richfield Township   | <input type="checkbox"/> Waterville Township |
| <input type="checkbox"/> Holland Village     | <input type="checkbox"/> Spencer Township     | <input type="checkbox"/> Waterville Village  |
| <input type="checkbox"/> Jerusalem Township  | <input type="checkbox"/> Springfield Township | <input type="checkbox"/> Whitehouse Village  |
| <input type="checkbox"/> Maumee City         | <input type="checkbox"/> Swanton Township     |  |
| <input type="checkbox"/> Monclova Township   | <input type="checkbox"/> Sylvania City        |  |

## 5. RESIDENTIAL - Types and Quantities of Recyclable Materials

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## Collected

All information and data provided in this survey will be kept confidential.

RESIDENTIAL INFORMATION - Please indicate the amount (in TONS) of each listed material that your business or facility collected or received from ONLY the Lucas County residential population sector during the 2007 calendar year.

### 1. RESIDENTIAL SINGLE STREAM RECYCLING INFORMATION (Report in TONS)

Commingled Papers, Bottles, and Cans

### 2. RESIDENTIAL PAPER RECYCLING INFORMATION (Report in TONS)

Commingled Mixed Paper	<input type="text"/>
Cardboard	<input type="text"/>
Newsprint	<input type="text"/>
Office Paper	<input type="text"/>
Magazines	<input type="text"/>
Boxboard	<input type="text"/>
Other Papers	<input type="text"/>
Scrap Wood	<input type="text"/>
Wood Pallets	<input type="text"/>
Other Wood	<input type="text"/>

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## 3. RESIDENTIAL METAL AND PLASTIC RECYCLING INFORMATION (Report in Tons)

Commingled Bottles and Cans	<input type="text"/>
Commingled Bottles, Cans and Glass	<input type="text"/>
Aluminum/Steel/Tin Cans	<input type="text"/>
Ferrous Metals	<input type="text"/>
Non-Ferrous Metals	<input type="text"/>
Appliances/White Goods	<input type="text"/>
Other Metals	<input type="text"/>
PETE (#1) Plastics	<input type="text"/>
HDPE (#2) Plastics	<input type="text"/>
LDPE/PVC (# 3 & #4) Plastics	<input type="text"/>
Polypropylene (#5) Plastics	<input type="text"/>
Polystyrene (#6) Plastics	<input type="text"/>
Other (#7) Plastics	<input type="text"/>
Glass Beverage and Food Containers	<input type="text"/>
Other Glass	<input type="text"/>

## 4. RESIDENTIAL OTHER RECYCLING INFORMATION (Report in TONS)

Computers and Other Electronics	<input type="text"/>
Scrap Tires	<input type="text"/>
Lead-Acid Batteries	<input type="text"/>
Dry-Cell Batteries	<input type="text"/>
Rubber	<input type="text"/>
Stone/Clay/Sand	<input type="text"/>
Concrete	<input type="text"/>
Foundry Sand/Slag	<input type="text"/>
Ash	<input type="text"/>
Sludge	<input type="text"/>
Used Oil	<input type="text"/>
Food Waste	<input type="text"/>
Textiles	<input type="text"/>
Non-Hazardous Chemicals	<input type="text"/>
Composites	<input type="text"/>

5. Any additional RESIDENTIAL materials that your business/facility collects for recycling? If so, please list the material and amount in TONS collected or received during the 2007 calendar year.

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## 6. RESIDENTIAL - Types and Quantities of Yard Waste Materials Collected

All information and data provided in this survey will be kept confidential.

RESIDENTIAL INFORMATION - Please indicate the amount (in TONS or CUBIC YARDS) of each listed material that your business or facility collected or received from ONLY the Lucas County residential population sector during the 2007 calendar year.

### 1. RESIDENTIAL YARD WASTE INFORMATION

Please report here if you collect your materials in TONS

Commingled Yard Wastes	<input type="text"/>
Grass	<input type="text"/>
Compacted Leaves	<input type="text"/>
Loose Leaves	<input type="text"/>
Small Brush and Branches	<input type="text"/>
Large Branches and Stumps	<input type="text"/>
Wood Chips	<input type="text"/>
Other Yard Wastes	<input type="text"/>

### 2. RESIDENTIAL YARD WASTE INFORMATION

Please report here if you collect your materials in CUBIC YARDS

Commingled Yard Wastes	<input type="text"/>
Grass	<input type="text"/>
Compacted Leaves	<input type="text"/>
Loose Leaves	<input type="text"/>
Small Brush and Branches	<input type="text"/>
Large Branches and Stumps	<input type="text"/>
Wood Chips	<input type="text"/>
Other Yard Wastes	<input type="text"/>

## 7. COMMERCIAL/INSTITUTIONAL - Types and Quantities of Recyclable Materials Col...

All information and data provided in this survey will be kept confidential.

COMMERCIAL/INSTITUTIONAL INFORMATION - Please indicate the amount (in TONS) of each listed material that your business or facility collected or received from ONLY the Lucas County commercial and/or institutional sector during the 2007 calendar year.

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## 1. COMMERCIAL/INSTITUTIONAL SINGLE STREAM RECYCLING INFORMATION (Report in TONS)

Commingled Paper, Bottles and Cans

## 2. COMMERCIAL/INSTITUTIONAL PAPER RECYCLING INFORMATION (Report in TONS)

Commingled Mixed Paper

Cardboard

Newsprint

Office Paper

Magazines

Boxboard

Other Papers

Scrap Wood

Wood Pallets

Other Wood

## 3. COMMERCIAL/INSTITUTIONAL METAL AND PLASTIC RECYCLING INFORMATION (Report in TONS)

Commingled Bottles and Cans

Commingled Bottles, Cans and Glass

Aluminum/Steel/Tin Cans

Ferrous Metals

Non-Ferrous Metals

Appliances/White Goods

Other Metals

PETE (#1) Plastics

HDPE (#2) Plastics

LDPE/PVC (# 3 & #4) Plastics

Polypropylene (#5) Plastics

Polystyrene (#6) Plastics

Other (#7) Plastics

Glass Beverage and Food Containers

Other Glass

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## 4. COMMERCIAL/INSTITUTIONAL OTHER RECYCLING INFORMATION (Report in TONS)

Computers and Other Electronics	<input type="text"/>
Scrap Tires	<input type="text"/>
Lead-Acid Batteries	<input type="text"/>
Dry-Cell Batteries	<input type="text"/>
Rubber	<input type="text"/>
Stone/Clay/Sand	<input type="text"/>
Concrete	<input type="text"/>
Foundry Sand/Slag	<input type="text"/>
Ash	<input type="text"/>
Sludge	<input type="text"/>
Used Oil	<input type="text"/>
Food Waste	<input type="text"/>
Textiles	<input type="text"/>
Non-Hazardous Chemicals	<input type="text"/>
Composites	<input type="text"/>

5. Any additional COMMERCIAL/INSTITUTIONAL materials that your business/facility collect for recycling? If so, please list the material and amount in TONS collected or received during the 2007 calendar year.

<input type="text"/>	<input type="text" value="5"/>
<input type="text"/>	<input type="text" value="6"/>

## 8. COMMERCIAL/INSTITUTIONAL - Types and Quantities of Yard Waste Materials Col...

All information and data provided in this survey will be kept confidential.

COMMERCIAL/INSTITUTIONAL INFORMATION - Please indicate the amount (in TONS or CUBIC YARDS) of each listed material that your business or facility collected or received from ONLY the Lucas County commercial and/or institutional sector during the 2007 calendar year.

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## 1. COMMERCIAL/INSTITUTIONAL YARD WASTE INFORMATION

Please report here if you collect your materials in TONS

Commingled Yard Wastes	<input type="text"/>
Grass	<input type="text"/>
Compacted Leaves	<input type="text"/>
Loose Leaves	<input type="text"/>
Small Brush and Branches	<input type="text"/>
Large Branches and Stumps	<input type="text"/>
Wood Chips	<input type="text"/>
Other Yard Wastes	<input type="text"/>

## 2. COMMERCIAL/INSTITUTIONAL YARD WASTE INFORMATION

Please report here if you collect your materials in CUBIC YARDS

Commingled Yard Wastes	<input type="text"/>
Grass	<input type="text"/>
Compacted Leaves	<input type="text"/>
Loose Leaves	<input type="text"/>
Small Brush and Branches	<input type="text"/>
Large Branches and Stumps	<input type="text"/>
Wood Chips	<input type="text"/>
Other Yard Wastes	<input type="text"/>

## 9. INDUSTRIAL - Types and Quantities of Recyclable Materials Collected

INDUSTRIAL INFORMATION - Please indicate the amount (in TONS) of each listed material that your business or facility collected or received from ONLY the Lucas County industrial business sector during the 2007 calendar year.

### 1. INDUSTRIAL SINGLE STREAM RECYCLING INFORMATION (Report in TONS)

Commingled Paper, Bottles and Cans	<input type="text"/>
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# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## 2. INDUSTRIAL PAPER RECYCLING INFORMATION (Report in TONS)

Commingled Mixed Paper	<input type="text"/>
Cardboard	<input type="text"/>
Newsprint	<input type="text"/>
Office Paper	<input type="text"/>
Magazines	<input type="text"/>
Boxboard	<input type="text"/>
Other Papers	<input type="text"/>
Scrap Wood	<input type="text"/>
Wood Pallets	<input type="text"/>
Other Wood	<input type="text"/>

## 3. INDUSTRIAL METAL AND PLASTIC RECYCLING INFORMATION (Report in TONS)

Commingled Bottles and Cans	<input type="text"/>
Commingled Bottles, Cans and Glass	<input type="text"/>
Aluminum/Steel/Tin Cans	<input type="text"/>
Ferrous Metals	<input type="text"/>
Non-Ferrous Metals	<input type="text"/>
Appliances/White Goods	<input type="text"/>
Other Metals	<input type="text"/>
PETE (#1) Plastics	<input type="text"/>
HDPE (#2) Plastics	<input type="text"/>
LDPE/PVC (# 3 & #4) Plastics	<input type="text"/>
Polypropylene (#5) Plastics	<input type="text"/>
Polystyrene (#6) Plastics	<input type="text"/>
Other (#7) Plastics	<input type="text"/>
Glass Beverage and Food Containers	<input type="text"/>
Other Glass	<input type="text"/>

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## 4. INDUSTRIAL OTHER RECYCLING INFORMATION (Report in TONS)

Computers and Other Electronics	<input type="text"/>
Scrap Tires	<input type="text"/>
Lead-Acid Batteries	<input type="text"/>
Dry-Cell Batteries	<input type="text"/>
Rubber	<input type="text"/>
Stone/Clay/Sand	<input type="text"/>
Concrete	<input type="text"/>
Foundry Sand/Slag	<input type="text"/>
Ash	<input type="text"/>
Sludge	<input type="text"/>
Used Oil	<input type="text"/>
Food Waste	<input type="text"/>
Textiles	<input type="text"/>
Non-Hazardous Chemicals	<input type="text"/>
Composites	<input type="text"/>

5. Any additional INDUSTRIAL materials that your business/facility collect for recycling? If so, please list the material and amount in TONS collected or received during the 2007 calendar year.

<input type="text"/>	<input type="text" value="5"/>
<input type="text"/>	<input type="text" value="6"/>

## 10. INDUSTRIAL - Types and Quantities of Yard Waste Materials Collected

All information and data provided in this survey will be kept confidential.

INDUSTRIAL INFORMATION - Please indicate the amount (in TONS or CUBIC YARDS) of each listed material that your business or facility collected or received from ONLY the Lucas County industrial sector during the 2007 calendar year.

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

## 1. INDUSTRIAL YARD WASTE INFORMATION

Please report here if you collect your materials in TONS

Commingled Yard Wastes	<input type="text"/>
Grass	<input type="text"/>
Compacted Leaves	<input type="text"/>
Loose Leaves	<input type="text"/>
Small Brush and Branches	<input type="text"/>
Large Branches and Stumps	<input type="text"/>
Wood Chips	<input type="text"/>
Other Yard Wastes	<input type="text"/>

## 2. INDUSTRIAL YARD WASTE INFORMATION

Please report here if you collect your materials in CUBIC YARDS

Commingled Yard Wastes	<input type="text"/>
Grass	<input type="text"/>
Compacted Leaves	<input type="text"/>
Loose Leaves	<input type="text"/>
Small Brush and Branches	<input type="text"/>
Large Branches and Stumps	<input type="text"/>
Wood Chips	<input type="text"/>
Other Yard Wastes	<input type="text"/>

## 11. Business and Facility Processing Capacity

All information and data provided in this survey will be kept confidential.

1. Please indicate what percentage of the material you collect or receive is generated by the following sectors.

(Overall total should equal 100%)

Residential	<input type="text"/>
Commercial/Institutional	<input type="text"/>
Industrial	<input type="text"/>

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

2. What is the daily and annual processing capacity of your business or facility? (Report in TONS)

Daily Processing Capacity (Tons per Day)

Annual Processing Capacity (Tons per Year)

3. In order to have accurate data counting, the District needs to eliminate the double counting of recyclable and yard waste materials that may be exchanged between parties within the District. Is your business or facility the final destination point for materials you collect or receive?

Yes (If checked, see question #4)

No

4. If your answer to question #3 is YES, please identify the business or facility that is the final destination point for materials you collect or receive. (Please indicate which materials and the amount of those materials that are sent to each listed business or facility.)

<input type="text"/>	5
<input type="text"/>	6

5. Please list any additional special features or services your business or facility provides.

<input type="text"/>	5
<input type="text"/>	6

6. Additional comments.

<input type="text"/>	5
<input type="text"/>	6

## 12. COMPOST FACILITIES ONLY

All information and data provided in this survey will be kept confidential.

The following list of questions is ONLY for compost facilities.

# 2010 Solid Waste Plan Update - Processor, Hauler and Compost Facility

1. Please check all yard waste materials you collect at your facility. (please check all that apply)

Commingled Yard Wastes

Small Brush and Branches

Grass

Large Branches and Stumps

Compacted Leaves

Wood Chips

Loose Leaves

Other Yard Wastes (please specify)

2. What class type is your compost facility?

Class I

Class II

Class III

Class IV

Unknown

Provide Curbside Services Only

Other (please specify)

3. How many tons or cubic yards of yard wastes collected or received by your facility are landfilled?

Tons Landfilled

Cubic Yards Landfilled

4. How many tons or cubic yards of compost or mulch are produced by your facility?

Tons of Compost/Mulch Produced

Cubic Yards of Compost/Mulch Produced

## 13. Thank You!

The District appreciates all of your help in completing this survey. Thank you again.

## **Appendix G**

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### **Automotive Shredder Residues Policy, Procedures and Application for Exemption**

**Date:** September 10, 2007

**Resolution No. 07-03**

**Title:** Approval for the Lucas County Solid Waste Management District to exempt Auto Shred Residue in accordance with ORC Section 3734.576 (A).

**Department/Agency:** Solid Waste Management District

**Contact:** Jim Shaw, P.E., Sanitary Engineer

**Summary/Background:** The State of Ohio has established ORC Section 3734.576 (A) which allows Policy Committee Member to exempt Auto Shred Residue in accordance with Section 3734.576 (A) effective on or after March 29, 2006. The District has established the procedures for administration and enforcement of the exemption as attached.

**Budget Impact:**

**Statutory Authority/ORC:** Section 3734.576 (A)

**Committee Member Franklin offered the following resolution:**

Whereas, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. That in accordance with ORC Section 3734.576 (A), exempt Auto Shred Residue shall be effective on or after March 29, 2006.

Section 2. That in accordance with ORC Section 3734.576 (A), the District has established procedures for administration and enforcement of the exemption.

Section 3. That in accordance with ORC Section 3734.576 (A), the District shall notify each solid waste facility which collect the fees on behalf of the exemption by certified mail within seven (7) days.

Section 4. The Policy Committee finds and determines that all formal actions of this Committee concerning and relating to the adoption of this resolution were taken in an open meeting of this Committee, and that all deliberations of this Committee that resulted in those formal actions were in meeting open to the public in accordance with the law.

Section 5. This resolution shall be in full force and effect from and immediately upon its adoption.

**Action Taken:**

Committee Member Fallat	absent
Committee Member Franklin	voted aye
Committee Member Gerken	voted aye
Committee Member Joyce	voted aye
Committee Member Ruffell by Jodi Vaughan	voted aye
Committee Member Teft	voted aye
Committee Member Franchetti	voted aye

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Julie L. Riley, Clerk

**LUCAS COUNTY SOLID WASTE MANAGEMENT DISTRICT  
PROCEDURES FOR EXEMPTION OF  
AUTOMOTIVE SHREDDER RESIDUE  
FROM GENERATION FEE**

In accordance with House Bill 100 enacting Section 3734.576 of the Ohio Revised Code, the Lucas County Solid Waste Policy Committee has established the following policy and procedure to exempt automotive shredder residue (ASR) from the district's generation fee and contract fee. The contract fee is pursuant to RC 343.022 under the provision to contract for "other remuneration". The Policy Committee approved resolution # 07-03.

From the Ohio Revised Code: The solid waste management policy committee of a solid waste management district that is levying a solid waste generation fee under section 3734.573 of the Revised Code may adopt a resolution exempting automotive shredder residue from that fee without the necessity for ratification of the resolution or may include the exemption in an amended solid waste management plan of the district adopted under section 3734.56 of the Revised Code at the time when adoption of an amended plan is required. Not later than seven days after the adoption of such a resolution or the approval of an amended plan, the committee shall notify by certified mail the owner or operator of each solid waste disposal facility or transfer facility that is required to collect generation fees on behalf of the district of the exemption. The exemption shall take effect on the first day of the first month following the month in which notification is sent to each disposal facility and transfer facility, as applicable. The policy committee of a solid waste management district may establish procedures and requirements, including record-keeping procedures and requirements, that are necessary for the administration and enforcement of an exemption established this section.

**ADDITIONAL PROCEDURES FOR EXEMPTION OF "ASR"**

- 1) Generator submits letter requesting an exemption and completes an Application For Exemption, Exhibit 1
- 2) The application is reviewed for completeness by District staff and
  - a. Staff estimates impact of granting an exemption on fees collected and prepares report for Board review.
  - b. Staff prepares exemption resolution for Board of County Commissioners consideration.
  - c. Staff notifies generator applicant of date the application will be presented to the Board of County Commissioners.
- 3) Board of County Commissioners reviews the Application for Exemption, fee impact report and exemption resolution for consideration of adoption of the exemption. The Board may also consider proponent and opponent testimony or remarks regarding the application.
- 4) Board of County Commissioners votes to adopt resolution or decides to take no action.

## **PROCEDURES FOR ADMINISTRATION AND ENFORCEMENT OF THE EXEMPTION**

- 1) Notify generator applicant of adoption of exemption resolution and the effective date of the exemption.
- 2) The generator applicant will be required to submit monthly reports, Exhibit 2, including but not limited to, tonnages exempted and material recycled, on form as attached or approved by the District.
- 3) The District must notify, by certified mail, the owner or operator of each disposal or transfer facility required to collect fees no later than seven (7) days after adoption.
- 4) The adopted exemption is effective on the first day of the first month following the month in which the District notifies each disposal and transfer facility.
- 5) Review monthly reports submitted by generator.
- 6) Monitor and evaluate the effects of the exemption on the District's required plan goals, determine compliance with the exemption and impact on fees collected.
- 7) Submit annual report summarizing effects of the adopted exemption to the Board of County Commissioners.

## **PROCEDURE FOR THE ELIMINATION OF AN EXEMPTION**

As a result of monitoring and evaluating the effect of the exemption on plan goal and impact on generation fees, the District may elect to eliminate an exemption in accordance with Section 3734.575 of the Ohio Revised Code. The District through the following process can eliminate an exemption:

- 1) If the exemption resolution was adopted prior to plan amendment and not included in the District's amended plan, the District may either:
  - a. Adopt a resolution eliminating the exemption; or
  - b. Allow the exemption to expire by not including the exemption in the District's amended plan at the time the plan is due for adoption.
- 2) If the exemption was adopted and included in the amended plan, the exemption may be eliminated only through a plan amendment.
- 3) The District must notify, by certified mail, the owner or operator of each disposal or transfer facility required to collect fees, upon elimination of the exemption.
- 4) The District must notify, by certified mail, the generator, who was granted the exemption.

# APPLICATION FOR EXEMPTION

Date: \_\_\_\_\_

Company Name	Address			
	Street Address			Apt/Suite
	City	State	Zip Code	Telephone No.

Contact Names/Responsible Officials (Title)

Contact Telephone Numbers and e-mail addresses

Waste Description (Summary)

Disposal Facility(s) for residue (include facility name, address, and telephone number)

Tonnage of residue generated per month

Tonnage of residue requested to be exempted per month

## Certification of Residue Exemption Criteria

The definition of "automotive shredder residue" set forth in R.C. Section 3734.576 (A) (2) (including the contract fee pursuant to R.C. Section 343.022 under the provision to contract for "other remuneration") identifies specific criteria that the residue must meet in order to fall within that definition and be exempt from generation fees. Specifically, the residue must:

- A. Consist of solid waste;
- B. Not be hazardous waste;
- C. Comprise not more than 35% of the total weight of material that is processed for recycling; and
- D. Be sold, used or reused within ninety (90) days of the time when the material is processed.

I \_\_\_\_\_ hereby certify that the information contained in this application is, to the best of my knowledge, true, accurate and complete. I also hereby certify that all material subject to this exemption meets, at all times, the criteria for exemption of "automotive shredder residue" as contained in Ohio Revised Code Section 3734.576. Further, I hereby agree to maintain throughout the duration of this exemption such documentation as necessary to establish and demonstrate that the "automotive shredder residue" exemption criteria are being met.

# Automotive Shredder Residue Fee Exemption Monthly Report

**Submitted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Attach Weight slips from Disposal Facilities

#	DAY	Tons of residue GENERATED	Tons of residue DISPOSED
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
	TOTAL		

Monthly reports are due 10 days after the end of each month.

Submit to:  
 Lucas County Solid Waste Management District  
 1011 Matzinger Rd.  
 Toledo, OH 43612  
 Phone: 419-213-2230  
 Fax: 419-213-2201  
 e-mail: [cpizza@co.lucas.oh.us](mailto:cpizza@co.lucas.oh.us)

## **Appendix H**

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### **Documentation of Provision of Services and Capacity**

# Appendix I

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## **Designation Procedure, Evaluation Document and Resolutions of Facility Designation**

(under development)

## **Appendix J**

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### **City of Toledo Curbside Recycling Compliance Agreement**

**Date:** May 17, 2011

**Resolution No. 11-448**

**Title:** Authorization to Enter into an Agreement for Solid Waste and Collection Services with the City of Toledo

**Department/Agency:** Solid Waste Management District

**Contact:** Jim Shaw, P.E., Lucas County Sanitary Engineer

**Summary/Background:** The City has determined it is not economically feasible for the City to continue to provide solid waste and recycling collection services within its territorial jurisdiction and consistent with the District's solid waste management strategies and the City's intent to discontinue providing solid waste and recycling collection services within its territorial jurisdiction, the District desires to secure solid waste collection and recycling services for solid waste generated within the District. The District has received proposals from private service providers for the collection and recycling of solid wastes generated within the District, including but not limited to the City of Toledo. An agreement between the District and City is necessary to carry out these services. This is a five year agreement with the option to renew or renegotiate of up to an additional five year term. An additional agreement with the Service Provider will be contingent on this agreement to provide said services for the City.

**Budget Impact:** N/A – Funds will be collected from City for services provided

**Statutory Authority/ORC:** 343.02 and 3734.55

**Commissioner Gerken offered the following resolution:**

Whereas, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. This Board, acting as the Solid Waste Management District Board of Directors, hereby **authorizes the County Administrator or Assistant Administrator, to sign the agreement to secure solid waste collection and recycling services** for the City of Toledo.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

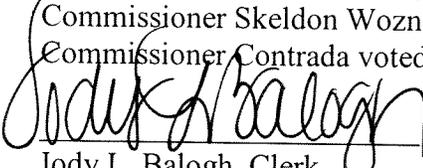
Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

**Action Taken:**

Commissioner Gerken voted yes

Commissioner Skeldon Wozniak voted yes

Commissioner Contrada voted yes

  
Jody L. Balogh, Clerk

## **AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES**

This Agreement entered into as of July 5, 2011 by and among the Board of Commissioners of Lucas County, Ohio, (the "Board"), by and on behalf of the Lucas County Solid Waste Management District (the "District"), established and maintained under the laws of the State of Ohio, with offices located at 1011 Matzinger Rd, Toledo, Ohio, 43612, and the City of Toledo, (the "City"), a municipal corporation organized and existing under the Constitution and laws of the State of Ohio, with its principal place of business located at One Government Center, Suite 2200, Toledo, Ohio, 43604.

**WHEREAS**, the District is established by Lucas County pursuant to Chapter 343 of the Ohio Revised Code to effectuate the purposes of preparing, adopting, submitting, and implementing a Solid Waste Management Plan (the "Plan"), pursuant to Sections 3734.52 et seq. of the Ohio Revised Code, and providing for the safe and sanitary management of solid wastes generated within all the incorporated and unincorporated territory of the District; and

**WHEREAS**, the District is committed to establishing solid waste management strategies, as identified in the Plan, for the collection and recycling of solid wastes generated within the District to reduce, recycle and reuse such solid wastes; and

**WHEREAS**, the City has determined it is not economically feasible for the City to continue to provide solid waste and recycling collection services within its territorial jurisdiction; and,

**WHEREAS**, consistent with the District's solid waste management strategies and the City's intent to discontinue providing solid waste and recycling collection services within its territorial jurisdiction, the District desires to secure solid waste collection and recycling services for solid waste generated within the District, including but not limited to the City as authorized by Revised Code Sections 343.02 and 3734.55; and

**WHEREAS**, in order to secure solid waste collection and recycling services for solid waste generated within the District, the District has received proposals from private service providers for the collection and recycling of solid wastes generated within the District, including but not limited to the City; and

**WHEREAS**, Allied Waste Services of N.A., LLC (Allied Waste) has submitted a technical proposal (the "Proposal" attached hereto and fully incorporated herein by reference as **Exhibit "A"**) in response to the District's request for proposals and the Board, by and on behalf of the District, has determined by Resolution #11-448 adopted May 17, 2011, that Allied Waste is the lowest and best bidder for providing solid waste and recycling collection services for solid waste generated within the District, including but not limited to the City; and

**WHEREAS**, in conjunction with this Agreement and in reliance upon the City's cessation of the collection of solid waste and recycling services generated within the City, the District is entering into an agreement with Allied Waste for providing solid waste and recycling collection services for solid waste generated within the District,

including but not limited to the City (the "Service Provider Agreement" attached hereto and fully incorporated herein by reference as **Exhibit "B"**); and

**WHEREAS**, on March 30, 2011, the Toledo City Council adopted Ordinance No. 81-11, authorizing the Mayor to enter into an agreement with the District to transition responsibility for solid waste and recycling collection within the city from the City to the District as provided by Allied Waste ; and

**WHEREAS**, the parties desire to set forth the terms and conditions of this Agreement herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

**1     Term:**

This Agreement shall be for a period of five (5) years commencing on September 1, 2011, and terminating on August 31, 2016 subject to the terms and conditions hereof. The District and the City reserve the right to renew or renegotiate this Agreement for up to an additional five (5) year term.

The District and the City shall provide each other written notice no less than one (1) year prior to the end of the initial term of this Agreement of either party's intent to renew or negotiate, or not to renew or negotiate, up to an additional five (5) year term.

This Agreement may be terminated by either party under the terms and conditions of Section 12, Termination.

## **2 The City's Solid Waste and Recycling Collection Obligations:**

The City agrees that during the term of this Agreement and the Service Provider Agreement, or any renewal thereof, the City shall refrain from providing solid waste and recycling collection services to its residents., The exception is the current City agreement with a Recycling processor where the City agrees to maintain an agreement with the recycling processor to provide an outlet for recycling materials collected within the City by Allied Waste until such time that a materials recovery facility is available for City recycling materials.

The City shall coordinate with the District and/or the District's Service Provider, with an option for an exemption of starting times, to ensure continued collection services in instances where there are road closures.

Existing carts will remain under ownership by the City (then the District after the cart debt is retired and during the term of this agreement). Future maintenance, replacement and disposal will be provided by the District via Allied Waste as provided by the Service Provider Agreement. When the Service Provider Agreement expires, the containers will remain under ownership of the City or District.

The District shall require through its contract with Allied Waste that Allied Waste purchase 40 refuse collection trucks (Equipment) currently owned by the City for a price of at least eight million dollars (\$8,000,000.00). It is understood that the consummation of this sale is a condition precedent to the transition of services contemplated by this agreement.

Evictions/Demolitions and associated disposal costs will remain the responsibility of the City. The initial number of households for billing purposes shall be 95,500 unless the District and the City agree upon a different number prior to August 1, 2011. The number of households will be reviewed and updated as necessary after 6 months and may change on an annual basis. Any change will be determined as mutually agreed between the City and the District as determined by software or other means as provided by Allied Waste.

In the event of any transition period prior to September 1, 2011 the District shall provide an invoice pursuant to Sections 4, 5, and 6 below based upon the actual number of residences served on the applicable routes.

During the full term of this Agreement, the City shall utilize the customer billing of the fees for the solid waste recycling services provided by the District through the City of Toledo Department of Public Utilities. The City would continue to provide customer service related to billing complaints. The City shall not provide customer service relating to refuse or recycling collection service complaints. Provision of non-billing related customer service shall be the sole responsibility of the District or Allied Waste as provided by the terms of the Service Provider Agreement.

The parties understand and agree that no employee or employees employed by the City to provide solid waste collection and recycling services within the City shall be transferred, hired or otherwise employed by the District or Lucas County to provide

solid waste collection and recycling services within the District, including the City, under the terms and conditions of this Agreement.

**3. Access to the City's Landfill:**

The City agrees to provide the District and Allied Waste access to the City's Landfill, herein known as the Hoffman Road Landfill located at \_\_\_\_\_, for the purpose of delivering and disposing solid wastes collected by Allied Waste within the territorial jurisdiction of the City under the terms and conditions of this Agreement and subject to the terms and condition of the Service Provider Agreement. This shall include access to the District and/or Allied Waste, at no additional charge, for public holidays The District and/or Allied Waste will dispose of City residents' refuse at the Hoffman Rd Landfill at no cost to the District and/or Allied Waste (City will not charge the District and/or its contractor for City residential waste and the City will pay applicable landfill fees [i.e. Health Dept fees, Solid Waste Management District fees, State fees..]. Additionally, neither the District, nor Allied Waste, shall bear any liability associated with OEPA compliance issues at the City landfill that may arise from any ordinary, reasonable and proper activity in association with this Agreement unless the activity is negligently performed by the District and/or Allied Waste.

**4 Fees:**

The City will, on behalf of the District, administer billing for the District's provision of recycling and trash collection services in the City's territorial jurisdiction. The City's billing administration on behalf of the District is a pass-through function only.

Billing will be administered as described herein after September 1, 2011 and in accordance with the procedures set forth in Section 6 of this Agreement

The City shall add an administrative billing surcharge, which shall be collected from those in its territorial jurisdiction and which shall be paid to the Department of Public Utilities, as payment for the administration of billing services..

The City may, at its option, establish a lower monthly rate for qualified senior citizens, provided, however, that the total amount billed to residents shall be sufficient to pay the summary of payments anticipated by the District as described in Section 6 below and any necessary surcharge as described herein.

Additionally, the City shall remit the applicable generation and contract fees to the District pursuant to the Revised Code, the Plan and any other agreements between the District and the City.

**5 Fee Increases:**

The District shall have the right to adjust its fees, and the City agrees to administer billing on behalf of the District, any adjustment in fees for all solid waste and recycling collection services provided by the District, within the territorial jurisdiction of the City at the rates and in accordance with the terms and conditions set forth in the Service Provider Agreement.

The only adjustment allowed in the Allied Waste's pricing in the initial five-year period will be for fuel, and will be allowed only if fuel costs escalate beyond \$4.00 per gallon. This provision for fuel price adjustment is intended to neutralize fuel cost impacts so neither the City or Allied Waste is unfairly impacted by future changes in the price of diesel fuel. The provision would be exercised on a quarterly basis after the initial date

of the contract, would be determined by the change in the average cost of fuel from the U.S. Department of Energy (DOE) Midwest Region average monthly price of diesel fuel during the prior 3 month period compared to the \$4.00 per gallon threshold applied to 20% of the Allied Waste's collection cost pricing for that year.

Pricing for any extension or renewal of this agreement will be determined by CPI applied to 80% of the pricing of the fifth year of the agreement and a fuel adjustment clause applied to 20% of the pricing (see above).

## **6 Billing and Payment:**

To facilitate the City's administrative billing on the District's behalf, the District shall document to the City on or about the 1<sup>st</sup> day of the month the fees, including any increase in fees or other remuneration, from the City's territorial jurisdiction for solid waste and recycling collection services as provided in accordance with the terms and conditions set forth in the Service Provider Agreement. The District shall provide such monthly documentation one month prior to the month of upcoming services (i.e. August 1 for the services to begin September 1) at the following address:

City of Toledo Dept of Public Utilities,  
The Ohio Building  
420 Madison Avenue  
Toledo, Ohio 43604

The City shall remit to the District all documented fees within 30 days of receipt. If the City fails to remit payment within 30 days of receipt of the invoice(s), the City shall pay charges with interest thereon at a rate of two (2%) percent per month computed from the date in which the payment is due. Any dispute as to the amount of any invoice shall be addressed in good faith by the parties in an attempt to resolve the dispute in a fair and mutually satisfactory manner. In the event the parties are unable

to resolve a dispute in a mutually satisfactory manner the dispute shall be handled in accordance with the procedures set forth in Section 9 of this Agreement.

**7 Termination of Rebate Agreement:**

Upon execution of the Service Provider Agreement the parties agree to terminate the Rebate Agreement (attached as **Exhibit #C**) regarding the Solid Waste Management District contract fee.

**8 Relationship of the Parties:**

The parties agree that nothing in this Agreement or the Service Provider Agreement, nor any act of the City, or the District, shall be construed to create any relationship of principal and agent, limited or general partnership, third party beneficiary, joint employment or joint venture, or of any association or relationship whatsoever involving the City or the District. Nothing in this Agreement or the Service Provider Agreement shall be deemed to constitute any other relationship between the District and the City. Nothing in this agreement shall create any contractual privity between the City and Allied Waste.

**9 Billing Disputes:**

In the event there are any disputes between the parties as to billing amounts and or payments and those disputes cannot be resolved by the parties through good faith efforts within 20 days of the receipt by the City of the invoice containing the disputed amount or within 20 days of receipt by the District of the disputed payment,

either party may request that the dispute be resolved by dispute resolution as provided herein. The City agrees to pay disputed and non-disputed amounts during the dispute resolution process, subject to any applicable refund as may be determined herein.

Either party may at any time make a written demand for dispute resolution (a "Demand"). The Demand shall make reference to this Agreement and shall be served as provided by Section 10 of this Agreement. Within two days after receipt of such a Demand, the each party shall appoint a representative and the two representatives so appointed shall promptly meet and resolve the issue by agreement. If the representatives are unable to reach agreement within twenty-four hours of their appointment, the two representatives shall appoint a third, disinterested representative (the "Neutral") within forty-eight (48) hours who shall resolve the disputed issue(s). The parties shall meet with the Neutral, and the Neutral shall issue a determination within seven (7) days of the Neutral's appointment. The time-frames provided herein may be extended by mutual agreement of the parties. Each party shall pay the cost of its own representative. Any cost incurred for the services of the Neutral shall be borne equally by the parties

Any determination by a Neutral regarding this Agreement shall be conclusive and binding on the parties unless a party initiates arbitration to challenge the Neutral's determination within ten days of the date on which the party is notified of the Neutral's determination. Arbitration under this provision shall be conducted in accordance with the rules of the Toledo Bar Association then in effect. Nothing in this provision shall

prevent the Court of Common Pleas of Lucas County, Ohio from exercising jurisdiction in a limited purpose of implementing Section 9 of this Agreement.

**10 Notices:**

All notices to be sent hereunder shall be mailed by United States Certified Mail with Return Receipt or by hand delivery.

Requested to:

City: Mayor

One Government Center, Ste 2200

Toledo, OH 43604

And

Law Director

One Government Center, Ste 2250

Toledo, OH 43604

District: Solid Waste Management District

1011 Matzinger Road

Toledo, OH 43612

And

Board of Lucas County Commissioners

One Government Center, Ste 800

Toledo, OH 43604

**11 Remedies for Breach:**

Except as set forth in Section 9 of this Agreement the parties to this Agreement shall have the remedies which is available to them at law or in equity for the violation of any of the terms of this Agreement.

**12 Termination:**

This Agreement may be terminated by any of the parties hereto upon written notice if any other party is in default of its obligations hereunder and such default has not been cured within ninety (90) days after receipt of written notice specifying such defaults, except that the ninety (90) day period shall not apply to non-monetary defaults if the defaulting party is making a good faith effort to cure such default.

The parties agree that there shall be a nine (9) month transition period commencing after the completion of the ninety (90) day period to cure wherein this Agreement shall remain in full force and effect in the event that either party exercises its right to terminate this Agreement as provided herein.

**13 Arbitration:**

Except as otherwise provided herein any disputes or controversies arising out of or relating to this Agreement or breach thereof, that might be the subject of an action in court, may be submitted to arbitration in Lucas County by mutual consent of the parties hereof.

**14 Governing Law:**

This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio. All references to specific laws or regulations within this Agreement shall include all amendments and modifications made thereto and any successor laws or regulations as may be in effect from time to time during the term of this Agreement.

**15 Complete Agreement:**

This Agreement and the Service Provider Agreement constitute the entire understanding between the parties hereto relating to the matters herein contained.

**16 Binding Effect:**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns to the extent permitted by this Agreement.

**17 Amendments:**

No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by all the parties hereto.

**18 Severability:**

If any provision of this Agreement shall be or become illegal or unenforceable, in whole or in part for any reasons whatsoever, the remaining provisions shall nevertheless remain valid, binding and subsisting.

**19 Headings:**

The headings and titles of the several sections, subsections, clauses and provisions of this Agreement are for convenience only and do not define, limit or construe the contents of this Agreement.

**20 Representations:**

The City and the District each represent to the other that, by their respective execution of this Agreement they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

**21 Indemnification:**

The City submits that public entities may not indemnify other public entities as parties in a contract. The County and District disagree and submit that public entities may indemnify other public entities as parties to a contract. Only to the extent as provided by law and/or as might be established by final judicial determination, the City, the District, and the Board (including any of their members, employees, agents, officers, (each an "Indemnitee")) shall indemnify and hold each other harmless against and from any and all claims, demands, causes of actions, judgments, liens, penalties, and including but not limited to, claims for bodily injury, illness or death, or property damage (including loss and use) which may at any time be imposed upon, incurred by or asserted against any Indemnitee as a result of any performance or lack of performance by the City, the District, or the Board and their agents or employees, or any of its obligations hereunder, or as a result of any negligence of the City, the District, or the Board, or any of its agents or

employees.

Only to the extent as provided by law and/or as might be established by final judicial determination, the City shall further indemnify and hold harmless the District, the Board and any of its members, employees, agents, and officers, concerning legal claims,, demands, controversies, disputes, causes of actions, judgments, liens, penalties, costs, and expenses whatsoever relating to any labor claims, brought by Teamsters Local 20, which may arise as a result of this Agreement.

**22 Agreement Documents:**

The term "Agreement" means and includes this Agreement, and the following Exhibits:

- A. Exhibit A – Service Provider’s Proposal
- B. Exhibit B – Service Provider Agreement
- C. Exhibit C – Rebate Agreement

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto set their hand on this 5<sup>TH</sup> Day of July, 20 11.

APPROVAL AS TO FORM:

**CITY OF TOLEDO**  
Lucas County, Ohio

Adam Loukx  
Director of Law

By: [Signature]  
Attorney  
6/30/11  
Date

By: [Signature]  
Mayor  
7/5/11  
Date

APPROVED AS TO CONTENT:

[Signature] 6/30/11  
Ed Moore  
Public Service Director

Ordinance Number: 81-11

APPROVAL AS TO FORM:

**BOARD OF COUNTY COMMISSIONERS**  
Lucas County, Ohio

Julia Bates  
Prosecuting Attorney

By: [Signature]  
Asst. Prosecuting Attorney  
6/30/11  
Date

By: [Signature]  
County Administrator  
7/5/11  
Date

APPROVED AS TO CONTENT:

[Signature]  
James P. Shaw, III, P.E.  
Lucas County Sanitary Engineer

By: [Signature]  
Peter Gerken, Lucas County Commissioner  
President  
7-5-11  
Date

Resolution Number: 11-449

FISCAL OFFICER CERTIFICATE PRICE DETERMINING

CONTRACT TITLE: AGREEMENT FOR SOLID WASTE AND RECYCLING  
COLLECTION SERVICES

CONTRACT NUMBER:

I hereby certify that certificates will be furnished on purchase orders as issued, provided that at the time there is sufficient money in the Treasury, or in the process of collection, to the credit of the particular fund, division or code to be benefited from this contract with:  
Board of County Commissioners of Lucas County, Ohio.

June 30, 2011  
Date

  
\_\_\_\_\_  
Director of Finance  
City of Toledo

Ohio Auditor of State Findings for Recovery List was searched per Ohio law ORC section 9.24.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit A – Service Provider’s Proposal**

(see attached)

ALLIED WASTE PROPOSAL BINDER .... HERE

**Exhibit B – Service Provider Agreement**

(see attached)

## SERVICE PROVIDER AGREEMENT

This Agreement entered into as of July 5, 2011 by and among the Board of Commissioners of Lucas County, Ohio, (the "Board"), by and on behalf of the Lucas County Solid Waste Management District (the "District"), established and maintained under the laws of the State of Ohio, with offices located at 1011 Matzinger Road, Toledo, Ohio 43612, and Allied Waste Services of North America, LLC ("Allied Waste"), a corporation with its principle place of business located at .

**WHEREAS**, the District is established by Lucas County pursuant to Chapter 343 of the Ohio Revised Code to effectuate the purposes of preparing, adopting, submitting, and implementing a Solid Waste Management Plan (the "Plan"), pursuant to Sections 3734.52 et seq. of the Ohio Revised Code, and providing for the safe and sanitary management of solid wastes generated within all the incorporated and unincorporated territory of the District; and

**WHEREAS**, the District is committed to establishing solid waste management strategies, as identified in the Plan, for the collection and recycling of solid wastes generated within the District to reduce, recycle and reuse such solid wastes; and

**WHEREAS**, in conjunction with its solid waste management strategies, the District desires to facilitate regional solid waste collection and recycling services within the territorial jurisdiction of the District; and

**WHEREAS**, the City of Toledo (the "City") has determined it is not economically feasible for the City to continue to provide solid waste and recycling collection services within its territorial jurisdiction; and,

**WHEREAS**, consistent with the District's solid waste management strategies and the City's intent to discontinue providing solid waste and recycling collection services within its territorial jurisdiction, the District desires to secure solid waste collection and recycling services for solid waste generated within the District, including but not limited to the City, to be provided by a service provider *as authorized by Sections 343.02 and 3734.55 of the Ohio Revised Code*; and

**WHEREAS**, in order to secure solid waste collection and recycling services for solid waste generated within the District, the District has received proposals from private service providers for the collection and recycling of solid wastes generated within the District, including but not limited to the City; and

**WHEREAS**, Allied Waste has submitted a technical proposal (the "Proposal" attached hereto and fully incorporated herein by reference as **Exhibit "A"**) in response to the District's request for proposals and the Board, by and on behalf of the District, has determined by Resolution # 11-449 adopted May 17, 2011, that Allied Waste is the lowest and best bidder for providing solid waste and recycling collection services for solid waste generated within the District, including but not limited to the City; and

**WHEREAS**, in conjunction with this Agreement and in reliance upon the City's cessation of the collection of solid waste generated within the City, the District has entered into an agreement with the City for providing solid waste and recycling collection services for solid waste generated within the City (the "Solid Waste Collection and Recycling Agreement" attached hereto and to the extent applicable to Allied Waste is incorporated herein by reference as **Exhibit "B"**); and

**WHEREAS**, the parties desire to set forth the terms and conditions of this Agreement herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

**1. Term:**

This Agreement shall be for a period of five (5) years commencing on September 1, 2011, and terminating on August 31, 2016 subject to the terms and conditions hereof. The District and Allied Waste reserve the right to renew or renegotiate this Agreement for up to an additional five (5) year term.

The District and Allied Waste shall provide each other written notice no less than one (1) year prior to the end of the initial term of this Agreement of either party's intent to renew or negotiate, or not to renew or negotiate, up to an additional five (5) year term.

This Agreement may be terminated by either party under the terms and conditions of Section 9, Termination.

**2. Scope of Services:**

Allied Waste agrees to provide solid waste collection and recycling services for the District under the terms and conditions of this Agreement and Exhibit A.

Solid waste collection and recycling services related to evictions and/or demolitions and associated disposal costs therein will remain the responsibility of the City.

The City agrees that during the term of this Agreement and the Solid Waste Collection and Recycling Agreement, or any renewal thereof, the City shall refrain from providing solid waste and recycling collection services to its residents. The exception is the current City agreement with a Recycling processor where the City agrees to maintain an agreement with the recycling processor to provide an outlet for recycling materials collected within the City by Allied Waste until such time that a materials recovery facility is available for City recycling materials.

The City shall coordinate with the District and/or Allied Waste, with an option for an exemption of starting times to ensure continued collection services in instances where there are road closures. Existing carts will remain under ownership by the City (then the District after the cart debt is retired and during the term of this agreement). Future maintenance, replacement and disposal will be provided by the District via Allied Waste as provided by the Service Provider Agreement. When the Service Provider Agreement expires, the containers will remain under ownership of the City or District.

Notwithstanding anything to the contrary in this Agreement or the Exhibits, the solid waste and recycling materials shall include only Eligible Waste and no Unacceptable or Excluded Waste.

- "Eligible Waste" means non-hazardous solid waste materials and recyclables, but not including any Unacceptable Waste.
- "Unacceptable Waste" or "Excluded Waste" means highly flammable substances, Hazardous Waste (as defined below), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Allied Waste,

to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

- "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

**3. Fees:**

To compensate Allied Waste for the services rendered, the District agrees to pay Allied Waste in accordance with Section C-1.2, Basic Service Package of Exhibit A.

Funding will be provided by the District as collected from the City beginning September 1, 2011, in accordance with the terms Exhibit "B".

**4. Fee Adjustments:**

The District shall have the right to adjust the fees charged and billed to the City for all solid waste and recycling collection services provided by Allied Waste within the territorial jurisdiction of the City at the rates and in accordance with the terms and conditions set forth in this Agreement and Exhibit "B" including the following:

The only adjustment allowed in Allied Waste's pricing in the initial five-year period will be for fuel, and will be allowed only if fuel costs escalate beyond \$4.00 per gallon. This provision for fuel price adjustment is intended to neutralize fuel cost impacts so neither the City or Allied Waste is unfairly

impacted by future changes in the price of diesel fuel. The provision would be exercised on a quarterly basis after the initial date of this Agreement, would be determined by the change in the average cost of fuel from the U.S. Department of Energy (DOE) Midwest Region average monthly price of diesel fuel during the prior 3 month period compared to the \$4.00 per gallon threshold applied to 20% of Allied Waste's collection cost pricing for that year.

Pricing for any extension or renewal of this Agreement will be determined by CPI applied to 80% of the pricing of the fifth year of the agreement and a fuel adjustment clause applied to 20% of the pricing (see above).

## **5. Billing and Payment:**

Allied Waste shall bill the District by invoice(s) on or about the fifteenth day of the month for any fees, including any adjustment in fees or other remuneration, due and owing from the District for solid waste and recycling collection services as provided by Allied Waste in accordance with the terms and conditions set forth in this Agreement during the month of services and the District shall remit fees to Allied Waste within 30 days after completion of the services (i.e. Allied Waste sends bill on September 15 for the services during the month of September and the District has until October 31 to pay) and Exhibit A.

Effective September 1, 2011, the initial number of households for billing purposes shall be approximately 95,500, unless the District and the City agree upon a different number prior to August 1, 2011. The number of households will be reviewed and updated as necessary after 6 months and may change on an annual basis. Any change will be determined as mutually agreed between the City and the District and Allied Waste as determined by software or other means as provided by Allied Waste. Any transitional requirements to ramp up to approximately 95,500 households on

September 1, 2011 will be invoiced and billed based on the actual number of households served on the applicable routes.

Invoice(s) by Allied Waste should be submitted to the attention of **Lucas County Solid Waste Management District, 1011 Matzinger Road, Toledo, Ohio 43612.**

During the full term of this Agreement, the City shall utilize the customer billing of the fees for the solid waste recycling services provided by the District through the City of Toledo Department of Public Utilities. The City shall continue to provide customer service related to billing complaints. The City shall not provide customer service relating to refuse or recycling collection service complaints. Provision of non-billing related customer service shall be the sole responsibility of the District or Allied Waste as provided by the terms of the Service Provider Agreement.

**6. Purchase of Equipment:**

Allied Waste shall purchase 40 refuse collection trucks (the "Equipment") currently owned by the City for a price of at least Eight Million dollars (\$8,000,000.00). It is understood that this sale shall be completed prior to September 1, 2011, and is a condition precedent to the transition of services contemplated by the Solid Waste Collection and Recycling Services agreement between the District and the City. The City represents that the Equipment is fully and accurately identified on Exhibit "C" and attached hereto, Exhibit C shall include, at a minimum, the year, make, model, VIN and purchase price of each piece of Equipment. The City has good and marketable title to the Equipment, free and clear of all encumbrances. The City represents that the

Equipment is in good and serviceable condition and repair (subject to normal wear and tear). The City has not, nor, to the best of the City's knowledge, has anyone else, made any modifications to any of the Equipment that would void or invalidate any manufacturer's warranty or cause the Equipment not to be in compliance with any applicable law. By virtue of the sale, assignment transfer and conveyance of the Equipment to Allied Waste, Allied Waste shall receive good and marketable title to the Equipment, free and clear of all encumbrances. The parties agree that the Equipment shall be purchased in stages on or prior to September 1, 2011. The parties agree that on each date of transfer of the Equipment, the parties shall enter into an Allied Waste Purchase Order with terms and conditions substantially similar to those attached as Exhibit D. In connection with each transfer of the Equipment pursuant to a Purchase Order, Allied Waste shall deliver the purchase price for the transferred Equipment, and in exchange the City shall deliver to Allied Waste fully executed, and notarized, if applicable, original titles for each of the pieces of Equipment. The City shall execute and deliver, at the request of Allied Waste, such further instruments of transfer, and shall take or cause to be taken such other or further actions, as shall reasonably be requested to transfer title of the Equipment. Allied Waste shall be entitled to operate the Equipment and use the Equipment to perform the services required pursuant to this Agreement while simultaneously pursuing title in Allied Waste's name.

All trucks and any other equipment that Allied Waste purchases or furnishes for services under this Agreement shall remain Allied Waste's property unless otherwise noted in this Agreement. The City's residents shall use the equipment only for its

proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

**7. Access to the City's Landfill:**

The City agrees to provide the District and Allied Waste access to the City's Landfill, herein known as the Hoffman Road Landfill located at 4128-4258 Hoffman Road, Toledo, Ohio 43611, for the purpose of delivering and disposing solid wastes collected by Allied Waste within the territorial jurisdiction of the City under the terms and conditions of this Agreement and subject to the terms and condition of the Service Provider Agreement. This shall include access to the District and/or Allied Waste, at no additional charge, for public holidays The District and/or Allied Waste will dispose of City residents' refuse at the Hoffman Rd Landfill at no cost to the District and/or Allied Waste (City will not charge the District and/or Allied Waste for City residential waste and the City will pay applicable landfill fees [i.e. Health Dept fees, Solid Waste Management District fees, State fees, etc.]. Additionally, neither the District, nor Allied Waste, shall bear any liability associated with OEPA compliance issues at the City landfill that may arise from any ordinary, reasonable and proper activity in association with this Agreement unless the activity is negligently performed by the District and/or Allied Waste.

**8. Termination:**

In addition to termination rights provided in Section 1, this Agreement may be terminated by either of the parties hereto upon written notice if any other party is in default of its obligations hereunder and such default has not been cured within ninety (90) days

after receipt of written notice specifying such defaults. If Allied Waste has had repeated or cumulative breaches of the agreement, the District may terminate the agreement immediately. If the District terminates the agreement for breach by Allied Waste, the District may take over refuse collection operations and shall be free to negotiate with other service providers for the performance of the work. A contract entered into with another service provider shall not release Allied Waste of its liability to the District for breach of this agreement, including any excess costs resulting from the breach.

The parties agree that there shall be a nine (9) month transition period commencing after the completion of the ninety (90) day period to cure wherein this Agreement shall remain in full force and effect in the event that either party exercises its right to terminate this Agreement for breach as provided herein.

Notwithstanding the above, Allied Waste shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Agreement by Allied Waste; and the District may withhold any compensation to Allied Waste for the purpose of set-off until such time as the amount of damages due the District from Allied Waste is agreed upon or otherwise determined.

Failure of Allied Waste to collect and transport the materials required to be collected pursuant to this Agreement or failure of Allied Waste to perform the work in the manner required to be performed pursuant to this Agreement shall constitute a breach of the agreement, provided such failure is not due to war, insurrection, riots, or acts of God (including, without limitation, earthquakes, tornadoes, hurricanes and severe weather events), impassable roadways, labor disputes, strikes, lockouts, or

industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other circumstances beyond Allied Waste's reasonable control (each a "Force Majeure Event").

Neither a decision by the District not to take action nor the failure of the District to take action in the event of a breach by Allied Waste shall constitute a waiver of the District's right to take action in the event of a subsequent breach by Allied Waste.

**9. Conflict of Interest:**

This Agreement in no way precludes, prevents, or restricts Allied Waste from obtaining and working under an additional contractual arrangement with other parties aside from the District, assuming that the contractual work in no way impedes Allied Waste's ability to perform the services required under this Agreement. Allied Waste warrants and represents that at the time of entering into this Agreement it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will conflict with or impede its ability to perform the required services under this Agreement.

**10. Assignments:**

The parties expressly agree that this Agreement shall not be assigned by Allied Waste without the prior written approval of the District.

**11. Governing Law:**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the law of Ohio.

**12. Integration and Modification:**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representatives or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by instrument, in writing, executed by the parties to this Agreement.

**13. Severability:**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**14. Compliance:**

Allied Waste agrees to comply with all applicable federal, state and local laws in the conduct of work hereunder. Allied Waste accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes

or payroll deductions required for Allied Waste and all employees engaged by Allied Waste for the performance of the work authorized by this Agreement.

**15. Non-Discrimination:**

During the performance of this Agreement, Allied Waste will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Allied Waste will take affirmative action to ensure that employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Allied Waste, or any person claiming through Allied Waste, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything to this Agreement, or in reference to any contractors or subcontracts of Allied Waste.

**16. Indemnification:**

Allied Waste shall indemnify and hold harmless the District, the Board and any of their members, employees, agents, officers, and consultants (each an "Indemnitee") against and from any and all claims, demands, causes of actions, judgments, liens, penalties, costs, and expenses whatsoever including reasonable attorneys' fees and expenses, and including but not limited to, claims for bodily injury, illness or death, or property damage (including

loss and use) which may at any time be imposed upon, incurred by or asserted against any Indemnitee as a result of any negligence or willful misconduct by Allied Waste, its agents or employees or any of its obligations hereunder, or as a result of any breach of this Agreement by Allied Waste or any of its agents or employees.

If Allied Waste subcontracts any or all provisions of this Agreement, Allied Waste shall require its subcontractor(s) to indemnify the District and the Board in accordance with this Agreement.

This indemnification of the Indemnities is not limited by the amount of any insurance coverage available to Allied Waste or its subcontractor(s).

It is expressly understood and agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the District and/or the Board by any employee of Allied Waste, and/or any subcontractor(s) of Allied Waste, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Allied Waste and/or any subcontractor hereby expressly waives the immunity, if any, provided to Allied Waste and/or any subcontractor by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the District and/or the Board against Allied Waste and/or any subcontractor in those instances.

**17. Confidentiality:**

This Agreement establishes a relationship of qualified service so that the transfer of any client information necessary to the service function may be exchanged without additional signed consent.

**18. Relationship of the Parties:**

The parties agree that nothing in this Agreement or the Solid Waste and Recycling Collection Agreement, nor any act of the City, Allied Waste or the District, shall be construed to create any relationship of principal and agent, limited or general partnership, third party beneficiary, joint employment or joint venture, or of any association or relationship whatsoever involving the City, Allied Waste or the District. The District is acting solely as a facilitator for solid waste collection and recycling services within the territorial jurisdiction of the District, including but not limited to the City. Nothing in this Agreement or the Solid Waste and Recycling Collection Agreement is intended nor shall be deemed to constitute any other relationship between the District, the City, and Allied Waste.

The parties understand and agree that no employee or employees employed by the City to provide solid waste collection and recycling services within the City shall be transferred, hired or otherwise employed by the District or Lucas County to provide solid waste collection and recycling services within the District, including the City, under the terms and conditions of this Agreement.

**19. Insurance Requirements:**

Allied Waste shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from Allied Waste's execution of the scope of work herein, whether such execution be by Allied Waste or by any subcontractor or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, sickness or disease or death of employees;

Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Allied Waste, or (2) by any other person; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Certificate of Insurance acceptable to the District shall be filed with the District prior to commencement of the scope of work naming the District and the Board as additional insured, except Workers Compensation. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the District.

Allied Waste shall procure and maintain, at his own expense, during the term of this Agreement or any extension thereof, liability insurance as hereinafter specified;

Commercial General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles, and Pollution Liability. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and minimum limits of insurance shall be as follows:

Commercial General Liability Insurance -

General Aggregate Limit - \$5,000,000

Products-Completed Operations-

Aggregate Limit - \$5,000,000

Personal and Advertising

Injury Limit - \$5,000,000

Each Occurrence Limit - \$5,000,000

Comprehensive Automobile Liability

Bodily Injury & Property Damage Liability Limit

Not less than \$5,000,000 Combined Single Limit/Each Accident

Pollution Liability – not less than \$2,000,000 each occurrence/\$4,000,000 Aggregate

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance.

Allied Waste shall procure and maintain at his own expense, during the term of the Agreement or any extension thereof, in accordance with the provisions of the laws

of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of Allied Waste's employees at the site of the PROJECT and in case any work is sublet, Allied Waste shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by Allied Waste. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, Allied Waste shall provide, and shall cause such subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

Allied Waste agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Allied Waste to enter into a pre-loss agreement to waive subrogation without an endorsement, then Allied Waste agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should Allied Waste enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the Lucas County Board of Commissioners must be provided when evidencing insurance to the County.

Allied Waste expressly understands that the insurance requirements as outlined above are minimum requirements to be met under this Agreement and does not in any

manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of Allied Waste and/or its subcontractor(s).

THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:

DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

**20. Agreement Documents:**

The term "Agreement" means and includes this Agreement, and the following Exhibits:

- A. Exhibit A – Service Provider's Proposal
- B. Exhibit B – Solid Waste Collection and Recycling Agreement
- C. Exhibit C – Equipment
- D. Exhibit D – Purchase Order Terms and Conditions for the Equipment

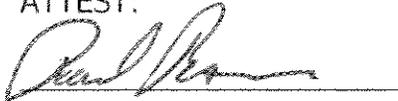
In the event of any inconsistency between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall govern and control. In the event of any inconsistent between the terms of Exhibit A and Exhibit B, the terms of Exhibit A shall govern and control.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto set their hand on this 5<sup>TH</sup>

Day of July, 20 11.

ATTEST:

  
\_\_\_\_\_

**Allied Waste Services of North America, LLC:**

  
Signature

David Vossmer, General Manager  
6749 Dixie Highway  
Erie, Michigan 48133  
Tax I.D. 36-2750252

APPROVAL AS TO FORM:

Julia Bates  
Prosecuting Attorney

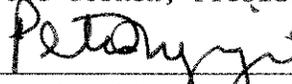
By:   
Asst. Prosecuting Attorney

6/30/11  
Date

**BOARD OF COUNTY COMMISSIONERS**

Lucas County, Ohio

By:   
Pete Gerken, President

By:   
County Administrator

7/5/11  
Date

APPROVED AS TO CONTENT:

  
James P. Shaw, III, P.E.  
Lucas County Sanitary Engineer

Resolution Number: 11-449

**Exhibit A – Service Provider’s Proposal**

**(see attached)**

ALLIED WASTE PROPOSAL BINDER.....HERE

**Exhibit B – Solid Waste Collection and Recycling Agreement**

**(see attached)**

TOLEDO-DISTRICT AGREEMENT ..... HERE

**Exhibit C – Equipment**

**(see attached)**

**EQUIPMENT MASTER LIST BY COMPANY**

This report displays meter information for the fuel meter only.

EQUIPMENT	EQ DESCRIPTION	SERIAL NUMBER	LICENSE	EMPLOYEE	DEPARTMENT	CLASS	TYPE	METER	
								READING	ACQ DATE
COMPANY: 001 - CITY OF TOLEDO ACTIVE FLEET									
2600	2010 AUTOCAR ACX64	SVCACDKF6AH210256	OZ8050	9362510	01/231001	141DZZZE4Z	M	22,230	07/31/2009
2601	2010 AUTOCAR ACX64	SVCACDKF8AH210257	OZ6964	9362510	01/231001	141DZZZE4Z	M	17,912	07/31/2009
2602	2010 AUTOCAR ACX64	SVCACDKF2AH210285	OZ8057	9362510	01/231001	141DZZZE4Z	M	1,764	07/31/2009
2603	2010 AUTOCAR ACX64	SVCACDKF5AH210258	OZ7458	9362510	01/231001	141DZZZE4Z	M	17,837	07/31/2009
2604	2010 AUTOCAR ACX64	SVCACDKF1AH210259	OZ7737	9362510	01/231001	141DZZZE4Z	M	19,049	07/31/2009
2605	2010 AUTOCAR ACX64	SVCACDKF8AH210260	OZ7738	9362510	01/231001	141DZZZE4Z	M	16,510	07/31/2009
2606	2010 AUTOCAR ACX64	SVCACDKF5AH210261	OZ8065	9362510	01/231001	141DZZZE4Z	M	18,905	07/31/2009
2607	2010 AUTOCAR ACX64	SVCACDKF1AH210262	OZ7740	9362510	01/231001	141DZZZE4Z	M	13,877	07/31/2009
2608	2010 AUTOCAR ACX64	SVCACDKF3AH210263	OZ7736	9362510	01/231001	141DZZZE4Z	M	16,692	07/31/2009
2609	2010 AUTOCAR ACX64	SVCACDKF5AH210264	OZ7739	9362510	01/231001	141DZZZE4Z	M	14,513	07/31/2009
2610	2010 AUTOCAR ACX64	SVCACDKF7AH210265	OZ7734	9362510	01/231001	141DZZZE4Z	M	18,250	07/31/2009
2611	2010 AUTOCAR ACX64	SVCACDKF9AH210266	OZ7735	9362510	01/231001	141DZZZE4Z	M	14,980	07/31/2009
2612	2010 AUTOCAR ACX64	SVCACDKF0AH210267	OZ7742	9362510	01/231001	141DZZZE4Z	M	18,466	07/31/2009
2613	2010 AUTOCAR ACX64	SVCACDKF2AH210268	OZ7870	9362510	01/231001	141DZZZE4Z	M	17,973	07/31/2009
2614	2010 AUTOCAR ACX64	SVCACDKF0AH210270	OZ7741	9362510	01/231001	141DZZZE4Z	M	15,073	07/31/2009
2615	2010 AUTOCAR ACX64	SVCACDKF4AH210269	OZ7871	9362510	01/231001	141DZZZE4Z	M	13,524	07/31/2009
2616	2010 AUTOCAR ACX64	SVCACDKF2AH210271	OZ7873	9362510	01/231001	141DZZZE4Z	M	15,130	07/31/2009
2617	2010 AUTOCAR ACX64	SVCACDKF4AH210272	OZ7874	9362510	01/231001	141DZZZE4Z	M	15,038	07/31/2009
2618	2010 AUTOCAR ACX64	SVCACDKF6AH210273	OZ7879	9362510	01/231001	141DZZZE4Z	M	14,817	07/31/2009
2619	2010 AUTOCAR ACX64	SVCACDKF8AH210274	OZ7875	9362510	01/231001	141DZZZE4Z	M	15,378	07/31/2009
2620	2010 AUTOCAR ACX64	SVCACDKF5AH210275	OZ7872	9362510	01/231001	141DZZZE4Z	M	16,218	07/31/2009
2621	2010 AUTOCAR ACX64	SVCACDKF1AH210276	OZ7876	9362510	01/231001	141DZZZE4Z	M	14,685	07/31/2009
2622	2010 AUTOCAR ACX64	SVCACDKF3AH210277	OZ8064	9362510	01/231001	141DZZZE4Z	M	15,668	07/31/2009
2623	2010 AUTOCAR ACX64	SVCACDKF5AH210278	OZ7880	9362510	01/231001	141DZZZE4Z	M	16,001	07/31/2009
2624	2010 AUTOCAR ACX64	SVCACDKF7AH210279	OZ8052	9362510	01/231001	141DZZZE4Z	M	16,256	07/31/2009
2625	2010 AUTOCAR ACX64	SVCACDKF3AH210280	OZ7878	9362510	01/231001	141DZZZE4Z	M	15,199	07/31/2009
2626	2010 AUTOCAR ACX64	SVCACDKF5AH210281	OZ7877	9362510	01/231001	141DZZZE4Z	M	15,411	07/31/2009
2627	2010 AUTOCAR ACX64	SVCACDKF7AH210282	OZ8051	9362510	01/231001	141DZZZE4Z	M	10,725	07/31/2009
2628	2010 AUTOCAR ACX64	SVCACDKF9AH210283	OZ8053	9362510	01/231001	141DZZZE4Z	M	15,860	07/31/2009
2629	2010 AUTOCAR ACX64	SVCACDKF0AH210284	OZ8058	9362510	01/231001	141DZZZE4Z	M	13,967	07/31/2009
2630	2010 AUTOCAR ACX64	SVCACDKF4AH210286	OZ7881	9362510	01/231001	141DZZZE4Z	M	15,274	07/31/2009
2631	2010 AUTOCAR ACX64	SVCACDKF8AH210291	OZ8056	9362510	01/231001	141DZZZE4Z	M	13,676	07/31/2009
2632	2010 AUTOCAR ACX64	SVCACDKF5AH210292	OZ8059	9362510	01/231001	141DZZZE4Z	M	13,094	07/31/2009
2633	2010 AUTOCAR ACX64	SVCACDKF5AH210289	OZ8060	9362510	01/231001	141DZZZE4Z	M	15,465	07/31/2009
2634	2010 AUTOCAR ACX64	SVCACDKF6AH210290	OZ8063	9362510	01/231001	141DZZZE4Z	M	15,330	07/31/2009
2635	2010 AUTOCAR ACX64	SVCACDKF8AH210288	OZ8055	9362510	01/231001	141DZZZE4Z	M	15,245	07/31/2009
2636	2010 AUTOCAR ACX64	SVCACDKF5AH210287	OZ8062	9362510	01/231001	141DZZZE4Z	M	15,333	07/31/2009

**EQUIPMENT MASTER LIST BY COMPANY**

This report displays meter information for the fuel meter only.

EQUIPMENT	EQ DESCRIPTION	SERIAL NUMBER	LICENSE	EMPLOYEE	DEPARTMENT	CLASS	TYPE	METER READING	ACQ DATE
COMPANY: 001 - CITY OF TOLEDO ACTIVE FLEET									
2637	2010 AUTOCAR ACX64	5VCACDKF5AH210295	OZ8068	9362510	01/231001	141DZZZE4Z	M	18,986	07/31/2009
2638	2010 AUTOCAR ACX64	5VCACDKF3AH210294	OZ8067	9362510	01/231001	141DZZZE4Z	M	14,666	07/31/2009
2639	2010 AUTOCAR ACX64	5VCACDKF1AH210293	OZ8066	9362510	01/231001	141DZZZE4Z	M	13,882	07/31/2009

Distinct Count of Equipment: 40

**EQUIPMENT MASTER LIST BY COMPANY**

Total Distinct Count of Equipment: 40

REPORT PARAMETERS:

SORT: COMPANY  
EQUIPMENT NUMBER RANGE: 2600 to 2639  
MODEL YEAR RANGE: ALL YEARS  
ECO: EQUIPMENT COMPANY RANGE RANGE: ALL COMPANIES  
DPN: EQUIPMENT DEPARTMENT RANGE: 01/231001 to 01/231001  
EQC: EQUIPMENT CLASS RANGE: ALL CLASSES  
SHP: EQUIPMENT SHOP RANGE: ALL SHOPS  
STE: EQUIPMENT SITE RANGE: ALL SITES  
MAK: EQUIPMENT MAKE RANGE: ALL MAKES  
MOD: EQUIPMENT MODEL RANGE: ALL MODELS  
EBC: EQUIPMENT BILLING CODE RANGE: ALL BILLING CODES  
EMG: MONITOR GROUP RANGE: ALL MONITOR GROUPS  
STA: EQUIPMENT STATUS RANGE: ALL STATUSES  
EUC: EQUIPMENT USE CODE: ALL VALUES

**Exhibit D – Purchase Order Terms and Conditions for the Equipment**

**(see attached)**

## General Terms and Conditions for Goods and Services

- 1) **Sale and Purchase of Goods and/or Services.** Supplier's provision of all goods and/or services (the "Goods/Services") as set forth on the face of this Purchase Order or Electronic Transmission ("PO") to Republic Services Procurement, Inc. ("RSP") or to any of RSP's subsidiaries or affiliates (collectively "Republic") shall be governed by these General Terms and Conditions For Goods And Services. If the Services provided by Supplier include hauling or transportation of any waste or recyclable materials, or if the PO includes use of Supplier's Disposal Facility to dispose of waste or recyclable materials, the PO shall also be subject to the "Standard Subcontract Hauling Terms and Conditions," or by the Terms and Conditions for Destination Facility Purchase Orders, respectively, each of which is attached hereto. If a Master Vendor or Supplier Agreement exists between Supplier and Republic covering such goods and/or services, the goods and/or services also shall be governed by the terms and conditions of the Master Vendor Agreement, and in the event of any conflict between any term in the Master Vendor Agreement and any term in this PO, the terms of the Master Vendor Agreement shall prevail. This PO and the Master Vendor Agreement, if any, are collectively referred to as the "Documents."
- 2) **No Purchase Requirement.** Nothing in this Agreement shall be construed to require Republic to purchase from Supplier any minimum quantity or volume of the goods and/or services.
- 3) **Delivery; Inspection; Title and Risk of Loss.** The goods/services shall be delivered F.O.B. to the destination(s) specified on the face hereof (each, a "Destination") within the time period specified on the face hereof. Title to and risk of loss of all goods and/or services shall pass to Republic upon delivery to the Destination. Notwithstanding the foregoing, Republic shall have the right to inspect the goods and/or services and notify Supplier of any claim, for damages, discrepancies, deficiencies, or non-conformities with the goods and/or services, and failure to inspect the goods and/or services shall not relieve Supplier of any liability related thereto. Republic's acceptance of any goods and/or services shall not be deemed a waiver by Republic of any rights with respect to either the accepted goods and/or services or any other goods and/or services.
- 4) **Pricing.** Pricing for the goods and/or services is specified on the face hereof. Such prices are exclusive of any applicable sales tax, but include any and all fees and charges (including delivery fees) imposed or incurred by Supplier. Except for those specifically described herein, no additional costs, fees, and/or charges will be reimbursed without Republic's prior written approval.
- 5) **Invoicing and Payment.** Unless otherwise specified on the face hereof, Supplier shall invoice Republic no later than 90 days after delivery of the goods/Services. Republic, in its sole discretion, may accept or reject invoices received after the 90-day period. Republic shall pay the amount due within seventy (70) days after the date of the invoice. Republic will not recognize the payment obligation until all data requirements are met and a valid invoice have been received. All suppliers that are conducting business with Republic Services, Inc will need to submit their invoices using the Ariba Supplier Network. After July 30, 2010 Republic Services, Inc. will no longer be accepting paper invoices. Supplier shall submit invoices with reasonable detail, including such information as Republic may reasonably request from time to time. Current format and content requirements are located at [https://alive.ariba.com/Republic\\_Services](https://alive.ariba.com/Republic_Services). If there is a dispute as to the amount due, Republic shall pay undisputed portion of the invoice, and the parties shall cooperate in good faith to promptly resolve the dispute. Supplier shall be responsible for and indemnify and hold Republic harmless from liability for any and all obligations to Suppliers agents or subcontractors utilized in the performance of Services and/or supplying of Goods.
- 6) **Audit.** Supplier shall maintain during the course of the work, and retain not less than four years after completion thereof, complete and accurate records of all supplier's costs which are chargeable to Republic under this contract; and Republic shall have the right, during normal working hours, to inspect, reproduce, and audit those records by authorized representatives of its own or a third party auditing firm selected by Republic. The records to be thus maintained and retained by supplier must provide sufficient detail for such charges and shall include (without limitation):
  - a. Payroll records (hours, employee name, employee classification, multiplier breakdown etc.) that account for total time worked under such contract;
  - b. Canceled payroll checks or signed receipts for cash payroll;
  - c. Invoices (including all back-up details) for purchases, receiving and issuing documents, and all inventory records for supplier's stock or capital items;
  - d. Paid invoices, receipts, fees paid or received, and canceled checks for purchased materials, subcontractor and third-party charges, including applicable weight tickets;
  - e. Records of required licenses and permits, insurance, applicable safety and accident procedures, and drug and alcohol policy compliance;
  - f. Records relating to air freight and ground transportation, including but not limited to handling, hauling, and disposing of materials/equipment;
  - g. Accurate, auditable records of gifts, entertainment, and gratuities to individual Republic personnel
  - h. Supplier shall assist Republic with respect to ensuring that all subcontractors adhere to and comply with the same requirements herein.
- 7) **Supplier's Representations and Warranties.** Supplier represents and warrants to Republic that the Goods/Services, together with anything else furnished by Supplier, shall: (a) be free from defects in design, workmanship and materials; (b) be suitable and fit for their intended purposes and conform to any warranty, description or sample provided to Republic or set forth in the Documents; (c) be in compliance with all applicable federal, state, and local statutes, laws, ordinances, regulations, rules, codes, governmental orders, requirements or rules of common law ("Applicable Laws") and industry standards; (d) not infringe or encroach upon any other party's personal, contractual or proprietary rights, including patents, trademarks, trade names, copyrights, rights of privacy, trade secrets and other intellectual property rights; and (e) conform to all of Republic's specifications provided to Supplier and to any data, drawings, representations, specifications and documentation Supplier provided to Republic. The foregoing warranties are in addition to all warranties implied by Applicable Law. All warranties shall survive delivery of the Goods/Services and shall not be deemed waived, terminated, or merged by Republic upon acceptance of or payment for the Goods/Services. Supplier is not relying on any warranties, representations, assurances, or inducements that are not expressly set forth in the Documents.
- 8) **Non-solicitation.** For a period of one year following the termination of this Agreement, Supplier shall not solicit or assist in the solicitation of, or provide services to, any customer of Republic to which Supplier provided Services pursuant to this Agreement for any business of a nature that directly or indirectly competes with Republic provided services.
- 9) **General Indemnity.** Supplier agrees to indemnify, defend and hold harmless Republic, its directors, officers, employees, shareholders, agents, subsidiaries, affiliates and representatives (collectively, the "Republic Indemnified Parties") for, from and against any and all threatened or actual claims, losses, liabilities, damages, costs or expenses (including attorneys' fees, expert witness fees, litigation expenses, and court or other costs incurred in any proceeding) of any nature whatsoever (collectively, "Losses"), arising out of, related to or based on: (a) the Goods/Services, including their manufacturing, packaging, labeling or proper use by Republic; (b) the breach of any provision of the Documents by Supplier; (c) any claim or threatened claim for personal injury, death or property damage or loss of any nature whatsoever arising from or related to any Good and/or Service; (d) any claim that any of the Goods or Services infringes on any patent, trademark, copyright, or other intellectual property right of any nature belonging to any third party, or (e) any violation by Supplier of any Applicable Law; These indemnity obligations shall exclude only those Losses caused by the sole negligence or willful misconduct of a Republic indemnified Party. This indemnity shall survive termination of the PO or of any Master Agreement.
- 10) **Indemnity for Claims of Supplier's Employees and Property.** To the maximum extent permitted by Applicable Laws, Supplier agrees to indemnify, defend and hold harmless all Republic Indemnified Parties from and against any and all Losses to the employees or property of Supplier, in any manner caused by or resulting or arising from the Services performed or Goods supplied by Supplier or its employees or agents in relation to this Agreement, excluding only those Losses caused by the sole negligence or willful misconduct of a Republic Indemnified Party. It is the parties' intent that Supplier's obligations under this Agreement are without regard to whether the partial negligence, fault, or liability of one or more of the Republic Indemnified Parties is a contributing factor in any such claim or loss.
- 11) **Insurance.** Supplier shall maintain, in full force and effect, at its sole cost and expense, at least the following insurance coverage's at all times during the agreement: (a) Commercial General Liability insurance with bodily injury and property damage limits of not less than \$2,000,000 each occurrence and \$2,000,000 general aggregate and products/completed operations aggregate; said policy must include contractual liability; the Commercial General Liability policy must include Contractual Liability coverage specifically covering Supplier's Indemnification of Republic; any liability policy shall also contain a Cross Liability/Severability of Interests provisions assuring that

the acts of one insured do not affect the applicability of coverage to another insured; (b) Automobile Liability insurance with limits of not less than \$2,000,000 combined single limit; (c) Pollution endorsement MCS-90 or ISO CA99 48 09 02 or equivalent endorsement, whichever is applicable, and if applicable to the Supplier's Services or Products; and (d) Workers Compensation coverage with statutory limits and Employers Liability limits of not less than \$2,000,000 each accident. All such policies shall be primary without the right of contribution from any insurance coverage maintained by Republic. Republic shall be shown as an "ADDITIONAL INSURED" under each of the above policies, except Workers Compensation. The fact that insurance is obtained by Supplier shall not be deemed to release or diminish the liability of Supplier including liability under the indemnity provisions herein. Supplier agrees to waive any and all rights of subrogation it may have against Republic by virtue of any claims that may arise as a result of this Agreement, and agrees to obtain from its insurance carrier(s) such waiver(s) of subrogation in favor of Republic. All policies required by this Agreement shall be written by insurance carriers with an A.M. Bests rating of at least "A-" and a financial size category of at least VIII. Insurance certificates evidencing the above requirements shall be furnished by Supplier concurrently with the execution of this Agreement and provide for not less than 30 days prior notice to Republic of any cancellation or reduction in coverage under the policies. Republic reserves the right to unilaterally require the Supplier to supply a true copy of any of the above-named insurance policies and any required endorsements.

- 12) **Confidentiality.** Supplier acknowledges and agrees that as a result of its dealings with Republic, Supplier will be making use of, acquiring, or adding to the confidential information of Republic, and that this confidential information is of special and unique value to Republic. Supplier agrees that it shall not, without the prior written consent of Republic, disclose any such confidential information to any person, firm, corporation, or other entity for any purpose whatsoever, or use such information for any purpose not provided for in the Documents. Further, Supplier agrees to keep the existence and terms of the Documents confidential. Nothing in the Documents shall constitute, or be deemed to constitute, an agreement or license by Republic to permit Supplier to use Republic's name or logo or any other trademark of Republic in any manner whatsoever, and is hereby expressly prohibited.
- 13) **Acceptance; Controlling Terms.** Supplier shall be deemed to have accepted Republic's offer contained herein and agrees to comply with and be bound by all of the terms and conditions in the Documents by any of the following: (a) Hard Copy PO - by signing and returning a copy of this PO, (b) by commencing performance of any effort required to complete or deliver the Goods/Services, (c) informing Republic of commencement of any effort required to complete or deliver the Goods/Services, or (d) shipping or delivering any Goods or providing any Services. Any provision in Supplier's proposal, invoices, statements, acknowledgment forms or other documents of any nature that is inconsistent or conflicts with the Documents shall be null and void and of no force or effect, and Republic hereby objects to any such provision.
- 14) **Electronic Transmissions.** Each party may initiate POs and other transactions electronically through means such as the Ariba Supplier Network, e-mail, or fax. Electronic POs shall be deemed as accepted upon the Republic's receipt of a corresponding electronic acknowledgment, or the commencement of work, or delivery of Goods/Services, whichever occurs first. Unless promptly notified otherwise, Republic may treat any electronic transaction received as being 1) properly authorized or endorsed by the sending party, 2) considered "in-writing" and thus a signature or other endorsement within the transaction is not required for it to be valid, and 3) when printed from electronic files shall be considered as an original commercial document. The parties agree not to contest the validity or enforceability of any transaction or whether certain agreements are to be in writing and signed by the party to be bound thereby. Properly authenticated evidence of Electronic POs and other transactions shall be admissible in any judicial, arbitration, mediation, or administrative proceedings, to the same extent and under the same conditions as other business records originated and maintained in paper.
- 15) **pCard Payments.** If Supplier is given access to Republic's Purchase Card system, Supplier agrees to take all necessary precautions necessary to protect the security and confidentiality of Republic's Purchase Card data, and to use the Purchase Card only for the purpose of providing the Goods and/or Services that are ordered by Republic in this PO. In the event a card number is compromised and Supplier, Supplier's employee, contractor, agent, or a breach of vendor's network is found to be the cause of the compromise, Supplier shall indemnify, defend, and hold Republic harmless and will assume full financial responsibility for any fraudulent activities, including reimbursement of costs related to investigation and defense against claims.
- 16) **Financial Condition.** Supplier has, and shall maintain, a financial condition commensurate with its obligations under this Agreement and sufficient to allow it to readily and successfully fulfill all such obligations, in accordance with this Agreement. Supplier, in the event the financial condition of Supplier changes during the Term in such a manner as to adversely affect Supplier, Supplier shall promptly notify Republic in writing, reasonably describing the nature and extent of such change.
- 17) **Independent Contractor.** Supplier agrees that it is an independent contractor and shall not be, or purport to be, an employee, agent or representative of Republic. Supplier shall provide the Goods/Services according to Supplier's own lawful means and methods of work, which shall be in the exclusive charge and control of Supplier, and not be subject to direct control or supervision of Republic (except as to the results of the Services performed by Subcontractor).
- 18) **Taxes and Benefits.** Subcontractor acknowledges and agrees on behalf of itself, its affiliates and its agents and employees that (a) as an independent contractor to Republic, no federal, state, or local taxes or social security withholdings will be made by Republic from the payments to Subcontractor under this Agreement; (b) Subcontractor is solely responsible to report and pay any contributions for taxes, unemployment insurance, social security and other benefits (collectively, "Taxes") for itself and its employees; (c) neither Subcontractor nor any of its affiliates, agents or employees shall participate in, qualify in any way be entitled to any Republic benefits available to employees of Republic, including vacation benefits, 401(k) plan, or insurance, or pension program.
- 19) **Assignment; Binding Effect.** Subcontractor shall not subcontract or assign this Agreement or its rights or obligations under it without Republic's prior written consent, which Republic may grant or withhold in its sole and absolute discretion. Republic may assign this Agreement or its rights under it without Supplier's consent; provided, however, that in the case of any such assignment, Republic shall cause the assignee to assume Republic's obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.
- 20) **Termination.** Republic shall have the right to terminate this Agreement immediately, upon written notice (a) upon the filing of any petition, consent or application under any federal or state bankruptcy law or any other law in which Supplier is alleged to be insolvent or unable to pay its debts as they become due, or of an assignment for the benefit of creditors; (b) upon Supplier's failure to perform any obligation relating to maintaining required permits or licenses for the performance of the Services, or material breach of any of its obligations of these Terms and Conditions; (c) upon the occurrence of any event which results in the termination of Republic's agreement with its customer. Republic shall have the right to terminate for any other reason upon thirty (30) days' written notice, and Republic shall pay Supplier only for Services completely performed prior to the termination date, subject to Republic's right to offset for any breach of this Agreement, and shall have no liability for any further charges from Supplier.
- 21) **MBE/WBE/DBE Status.** If Supplier has represented to Republic that Supplier is certified as an MBE, WBE or DBE (as such terms are defined below), the following provisions shall apply:
  - a. Supplier is certified as a Minority-Owned Business Enterprise ("MBE"), a Women-Owned Business Enterprise ("WBE") and/or a Disadvantaged Business Enterprise ("DBE") by the applicable governmental authorities, and Supplier shall provide Republic evidence of such certification(s) in form and substance reasonably acceptable to Republic, and Republic shall have the right to provide such evidence of Supplier's certification(s) to the applicable governmental authorities.
  - b. Supplier shall maintain the capacity to provide the Goods/Services in accordance with the terms of this Agreement and Applicable Law, and shall be solely responsible for providing the Goods/Services. Supplier shall not subcontract or otherwise enter into any other agreement (including without limitation any pass through arrangement) with any other party for the provision of any portion of the Goods/Services without the prior written consent of Republic. Without limiting the foregoing in any manner, in no event shall the Supplier subcontract or otherwise enter into any other agreement with any other party for the provision of more than fifteen percent (15%) of the Goods/Services.
  - c. Supplier agrees to provide to Republic all information requested by Republic or its affiliates or their agents relating to the representations, warranties and covenants set forth in this Section 21 in order to facilitate Republic's and any governmental authority's verification of the accuracy of such representations,

warranties and covenants. Without limiting the foregoing in any manner, upon request from Republic, the Supplier shall certify to Republic the accuracy of the representations, warranties and covenants set forth in this Section 21.

- d. Supplier shall immediately notify Republic of any event or occurrence which may cause any of the Supplier's representations, warranties and covenants in this Section 21 to be untrue in any respect.
- 22) **Additional Certifications.** Supplier hereby agrees to promptly provide Republic such additional certifications as are requested by Republic from time to time. Supplier agrees to provide to Republic all additional information requested by Republic or its affiliates or their agents relating to such certifications in order to facilitate Republic's and any governmental authority's verification of the accuracy of such certifications. Supplier shall immediately notify Republic of any event or occurrence which may cause any of the Supplier's certifications to be untrue in any respect.
- 23) **General Provisions.**
- a. **Construction.** The headings herein are inserted for convenience only, and shall not constitute a part of this PO or are used to construe or interpret any of its provisions. If a question of interpretation arises, the Documents shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of the Documents. The word "include" or "including" means include or including, without limitation.
  - b. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
  - c. **Waiver.** No delay or omission by a party in exercising any right under the Documents shall operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.
  - d. **Remedies; Set-off.** The exercise of any right or remedy provided for in this Agreement shall be without prejudice to Republic's right to exercise any other right or remedy provided in the Agreement, or at law or in equity. All payments to be made by Republic pursuant to this Agreement are subject to set-off, deduction or offset, by Republic of all sums due and owing to Republic or Republic's affiliates by Supplier.
  - e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the state where the Services are to be performed. If the Service are to be performed in more than one state, then this Agreement shall be governed in accordance with the laws of the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether the state of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona.
  - f. **Jurisdiction, Venue, Waiver of Jury Trial.** If this Agreement is to be governed by Arizona law pursuant to Section 23 (e), the parties agree to the exclusive jurisdiction of the federal and state courts located in Maricopa County, Arizona, and agree that such courts shall be a proper place for venue in connection with any litigation initiated under this Agreement. Regardless of governing law, jurisdiction, and venue, Supplier and Republic each knowingly, voluntarily and irrevocably: (a) waives any right to trial by jury; (b) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (c) agrees that the other party to this Agreement may file an original counterpart or copy of this Agreement with any court as written evidence of the consents, waivers and agreements of the parties.
  - g. **Attorneys Fees.** Should any litigation be commenced under any of the Documents, the successful party in such litigation shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such proceeding.
  - h. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and addressed to Republic's signatory at the address listed on the face of the PO, with a copy to Republic's Vice President of Procurement and Supply Chain at 18500 North Republic Way, Phoenix, Arizona 85054. Notices may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such party at the address for such party shown on the signature page of this agreement.
  - i. **Entire Agreement; Amendments.** The terms and conditions of this Agreement (and any other documents or terms incorporated by reference) constitute the complete and final written agreement between Republic and Supplier and supersede all other agreements and understandings between the parties. This Agreement is expressly subject to Supplier's assent to all the Terms and Conditions in this Agreement, and no other terms consistent of conflicting, are to be considered part of this Agreement. Any amendment or modification of the terms of this Agreement shall be binding only if in writing and signed by the parties.
  - j. **Time of the Essence.** Time is of the essence in the performance of the Services and/or delivery of the Goods under this Agreement.

**IN ADDITION TO THE GENERAL TERMS AND CONDITIONS ABOVE, THE FOLLOWING REPUBLIC WASTE STANDARD TERMS AND CONDITIONS SHALL ALSO APPLY TO TRANSPORTATION (3<sup>rd</sup> PARTY HAULING AND SUBCONTRACT HAULING) PURCHASE ORDERS.**

- 1) **Applicability; Order of Preference.** In addition to the General Terms and Conditions for Goods and Services, these additional terms and conditions shall also apply whenever the PO involves Supplier's provision of any hauling or transportation services for waste, recycling, or other materials. For the purposes of these Subcontract Hauling Terms and Conditions, "Supplier" may also be referred to as "Subcontractor." In the event of any conflict between these terms and conditions and the General Terms and Conditions for Goods and Services, and or any Master Vendor or Supplier Agreement, the order of preference shall be, (i) the Master Vendor or Supplier Agreement, (ii), these Standard Terms and Conditions for Subcontract Hauling, and (iii) the General Terms and Conditions for Goods and Services.
- 2) **Scope of Work.** Subcontractor, at its sole cost and expense, shall provide all collection trucks, semi-trucks, trailers, containers ("Equipment"), and labor necessary to perform the Services at the locations specified by Republic.
- 3) **Qualifications; Performance of Services.** Subcontractor represents that it possesses all required permits and licenses, and that it has the necessary training and experience in the waste transportation business, to perform the Services as specified herein. Subcontractor shall perform the Services in a professional and workmanlike manner, in compliance with all applicable federal, state and local statutes, rules, regulations, ordinances, permits and orders ("Applicable Law"), and with all industry standards, and all procedures specified by Republic and/or the disposal facility to which Subcontractor delivers the waste, recyclables, or other materials ("Waste Materials") as stated herein. In addition, whenever Republic's customer has imposed additional requirements, specifications, restrictions, standards or flow-down terms and conditions for the Services (collectively, "Flow-Down Terms"), upon notification of such terms by Republic, Subcontractor agrees to perform the Services in full compliance with such Flow-Down Terms. To the extent that the Services to be provided hereunder involve or are related to fulfilling any contractual obligations with any federal, state, or municipal government entity, the requirements of 29 CFR 470, 41 CFR 60-1.4, 60-250.5, 60-300.5 and 60-741.541 C.F.R., are incorporated by reference and binding on both parties.
- 4) **Pricing.** Pricing for the Services is specified on Schedule A of this Agreement applies to all current and future work. Unless otherwise agreed to in writing by Republic, and except as governed by any Flow-Down Terms, pricing shall not be subject to increases during the first year of this Agreement, and thereafter may be increased on the anniversary date of the Agreement by the percentage change in the Consumer Price Index for all Urban Consumers all items - US City Average) as published by the US Department of Labor, Bureau of Labor Statistics (the "Index") for the calendar year immediately preceding the applicable Anniversary Date. Prices are exclusive of any applicable county, state, franchise, and federal taxes, but do include any and all fees and surcharges imposed or incurred by Subcontractor. Subcontractor may pass through fee increases charged by municipally owned landfill, but only without markup and only if Subcontractor provides supporting documentation of the fee increases. Reimbursement for all other landfill increases will be negotiated on a case-by-case basis. Except as specified on Schedule A of this Agreement no additional costs, fees and/or charges will be reimbursed without Republic's prior written approval.

- 5) **Invoicing and Payment.** Subcontractor shall invoice Republic no later than 10 calendar days following the month in which the Services are performed. Republic, in its sole discretion, may reject any invoice received more than 60 days after the month in which the Services were performed. Republic shall pay the amount due within 45 days with after acceptance of an approved original invoice, except when a purchasing card agreement is in place. Subcontractor's invoices must conform to all specifications and contain all information required by Republic's procurement department, including customer name, full service location address for customer, status of account ("temporary" or "permanent"), container type, container size, pickup frequency, waste type, Subcontractor account number, and itemized descriptions for each type of service or fee. Subcontractor shall also provide disposal facility tickets and other documentation to verify disposal costs and recycling rebates. If Republic disputes any invoiced amounts, Republic shall pay the undisputed portion and the parties shall cooperate in good faith to promptly resolve the dispute. Republic may set off against any payment due to Subcontractor any amounts that Republic spends or incurs as a result of Subcontractor's failure to perform the Services in accordance with the terms herein or as a result of the breach by Subcontractor of any of its obligations under this Agreement or any other agreement with Republic.
- 6) **Independent Contractor.** Subcontractor shall cooperate fully with Republic's policies and procedures and any customer Flow-Down Terms. Subcontractor shall be responsible for all acts of Subcontractor's agents and employees, if any, while engaged in the performance of the Services.
- 7) **Service Interruption.** Except in the event of a Force Majeure, Subcontractor agrees that at no time shall it be permitted to stop, interrupt, or reduce service to Republic's customers for any reason without Republic's express written consent, even in the event of a strike, lockout, or payment dispute. In the event of an unauthorized Service Interruption, Republic shall have the right to terminate this Agreement immediately, unless Subcontractor has (i) made good-faith efforts to avoid the interruption, (ii) notified Republic in writing in advance of the service interruption, and (iii) observed a (10) day waiting period following Republic's acknowledgment of the notice. In addition to any other remedies to which Republic may be entitled, Subcontractor agrees that it shall be liable to Republic for any additional costs or expenses incurred by Republic, as well as any lost profits suffered by Republic reasonably resulting from or related to any unauthorized service interruption.
- 8) **Disposal Facility.** Subcontractor shall deliver all Waste Materials to the disposal facility or facilities specified on Schedule C of this Agreement or as otherwise specified by Republic. If no disposal facility is specified, Subcontractor shall, whenever possible, deliver Waste Materials to a facility owned or operated by Republic. Subcontractor shall not deliver Waste Materials to any other landfill, transfer station and/or recycling facilities without Republic's consent, which Republic may withhold in its sole and absolute discretion. Under no circumstances shall Subcontractor deliver any Waste Materials to any facility that does not have all required permits and licenses, or otherwise is not operated in compliance with Applicable Laws.
- 9) **Excluded Waste.** Subcontractor shall take all reasonable precautions to insure that Waste Materials transported by Subcontractor do not contain any Hazardous Waste, as defined by Applicable Law, or other waste excluded from the Services (collectively, "Excluded Waste"). Subcontractor shall notify Republic immediately in the event Subcontractor discovers Excluded Waste in any Waste Materials from a Republic customer, and shall assist Republic in pursuing any claims against Republic's customer for any costs, expenses or losses incurred as a result of the inclusion of Excluded Waste. Republic reserves the right to refuse delivery of any Waste Materials that contain or include Excluded Waste, and to require Subcontractor to pick up and properly dispose of any Excluded Waste discovered at any disposal facility.
- 10) **Assumption of Common Risks.** Supplier represents and warrants that it has substantial experience in the transportation of non-hazardous solid waste materials for which it will transport under this PO. As such, Subcontractor recognizes that (i) such Material is inherently dangerous, potentially toxic, and may include relatively small quantities of Excluded Waste, and, that, on occasion, the Materials transported by Subcontractor may combust; and, (ii) that the loading and unloading operations at the transfer stations and landfills have tendencies to cause minor damage to Subcontractor's equipment as Subcontractor performs the work covered by this PO. In recognition of these risks, Subcontractor agrees as follows: (a) Subcontractor recognizes these risks, assumes full responsibility for such risks, and, waives and releases all claims against Republic or its personnel for damages to Subcontractor personnel, property, and equipment that might arise as a result of these recognized waste industry risks. (b) Subcontractor shall have the sole and exclusive responsibility and liability for the care, custody, and control of waste material from the time the Materials are loaded into Subcontractor's trailer at the Transfer Station, until the materials are discharged from the trailers at the Disposal Facility. (c) Subcontractor recognizes that it may purchase, at its sold cost, "All Risk" insurance coverage for the full replacement cost of its trucks and trailers to address some or all of the risks it is assuming under items a. and b. above. (d) The assumptions of risks, releases and waivers of claims by Subcontractor in items a. and b. above, shall not apply in the event Subcontractor can demonstrate by clear and convincing evidence that such damages were caused by the negligence or willful misconduct of Republic's agents or employees.
- 11) **Driver Qualifications & Training.** Supplier shall ensure that personnel are adequately trained and fully qualified for the job duties to be performed, including any environmental or safety training required by law, regulation or Republic's policy. Supplier warrants and agrees that all of its employees assigned to perform work under this PO will be competent, able, and legally licensed personnel. Supplier must adhere to all Motor Carrier Safety Regulations of the Department of Transportation as specified in Parts 390-399 of Title 49, Code of Federal Regulations. These conditions shall include a Department of Transportation Safety Rating of "Satisfactory". Supplier shall annually provide a minimum of 16 hours of training for each assigned driver. Training must be specific to the handling and transportation of the Materials described in this PO, or other appropriate regulations and requirements. Supplier shall ensure that all personnel operating any equipment receive formal training and certification on each piece of equipment that he/she operates in compliance with Occupational Safety and Health Administration rules and regulations, including, but not limited to training on tarping and untarping Supplier's trailers. Drivers shall tarp and untarp trailers from the ground level, and shall not walk across the load at anytime. Drivers must observe all posted rules regarding tarping. Supplier shall provide refresher training on an annual basis. All personnel employed by Supplier or assigned to perform work for Republic fall under the terms and conditions of this PO and will adhere to and comply with all safety rules, policies and procedures established by Republic while on Republic premises or premises controlled by Republic. Republic reserves the right, and Supplier acknowledges Republic's right to remove any person performing services for Supplier on Republic's premises, due to violations of Republic's work rules, safety rules, and/or generally acceptable work behavior. Such removal will eliminate that individual from future assignment to Republic under this PO.
- 12) **Liability for Spillage.** Subcontractor shall be responsible for damages to property, clean up and disposal costs resulting from any spillage of Waste Materials. "Spillage" includes, but is not limited to, leakage from Subcontractor's Equipment, Waste Materials escaping from Subcontractor's Equipment, and unloading Waste Materials from Subcontractor's Equipment at any location other than the disposal facility. The clean up shall restore the location of the Spillage to as good and clean a condition as existed prior to the spill, and shall be conducted in accordance with all Applicable Laws. Republic retains the right to perform, or to hire a third party to perform, necessary cleanup, all at Subcontractor's expense, if Subcontractor has not performed the cleanup in a timely fashion and in accordance with these requirements.
- 13) **Drug and Alcohol Free Workplace & Safety Requirements.** Subcontractor shall at all times maintain and enforce a Drug and Alcohol policy with its employees substantially equivalent to Republic's Drug and Alcohol Policy (copies of which shall be provided upon request), but in no event less stringent than required by Applicable Law including U.S. Department of Transportation ("USDOT") regulations) or any Flow-Down Terms. Subcontractor and its employees shall comply with all safety and health laws and standards required by applicable federal, state, and local law as well as industry standards, including, without limitation, USDOT regulations, and standards published by the American National Standards Institute ("ANSI"). Subcontractor must notify Republic as soon as reasonably possible, but no later than 24 hours following a DOT Reportable Accident Subcontractor shall at all times maintain (a) an Experience Modification Rate (EMR) of 1.0 or less as, determined according to the National Council on Compensation Insurance, and (b) a Total Recordable Injury Rate (TRIR) of 5.0 or less, as determined according to the U.S. Department of Labor, Bureau of Labor Statistics. In addition, Subcontractor shall timely review, submit to, and comply with the Republic Waste Industries, Inc. "Contractor Safety Requirements."
- 14) **Force Majeure.** Any failure or delay in performance due to contingencies beyond a party's reasonable control, including, but not limited to, riots, terrorist acts, compliance with government orders, fires, extreme weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter. Any lockouts or any other labor action taken by Subcontractor shall not be considered a Force Majeure event. During a Force Majeure event, Republic may temporarily perform the Services itself, or contract with a third party to perform the

Services during such period. If a Force Majeure event partially or totally prevents Subcontractor from performing the Services for a period in excess of Seven (7) days, Republic may terminate this Agreement without any further liability to Subcontractor.

*[End of Republic Standard Terms for Transportation]*

#### TERMS AND CONDITIONS FOR DISPOSAL

- 1) **Applicability; Order of Preference.** In addition to the General Terms and Conditions For Goods And Services, these additional terms and conditions shall also apply whenever the PO involves Supplier's acceptance of waste, recycling, or other materials for disposal at a Supplier-owned or operated Landfill, Transfer Station or other Disposal Facility specified on the first page of this PO (the "Disposal Facility"). In the event of any conflict between these terms and conditions and the General Terms and Conditions for Goods and Services, and or any Master Vendor or Supplier Agreement, the order of preference shall be, (i) the Master Vendor or Supplier Agreement, (ii), these Terms and Conditions for Disposal Facility Purchase Orders, and (iii) the General Terms and Conditions for Goods and Services.
- 2) **Delivery of Acceptable Waste.** Republic may deliver up to the Maximum Volume stated on the first page of this PO, if any, and, Supplier agrees to accept all waste that is authorized to be disposed of at the Disposal Facility under then-applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") pursuant to the rates and payment terms specified in the PO.
- 3) **Definition of Unacceptable Waste.** For the purposes of this Contract, "Unacceptable Waste" means: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Disposal Facility, or because of its size, durability or composition cannot be disposed of at the Disposal Facility or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Disposal Facility.
- 4) **Compliance with Applicable Laws.** Supplier shall manage the Disposal Facility and dispose of all Acceptable Waste delivered by Republic in accordance with all applicable laws, regulations, and permits.
- 5) **Title to Waste.** Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Disposal Facility shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Disposal Facility.
- 6) **Rejection of Unacceptable Waste.** If Republic delivers any Unacceptable Waste to the Disposal Facility, the Supplier may (i) reject such Unacceptable Waste at Republic's expense; or (ii) if the Supplier does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, inform Republic by providing telephonic notice thereof and offering Republic a reasonable opportunity to remove and dispose of such Unacceptable Waste. If Republic elects to dispose of such Unacceptable Waste, it shall do so within such time period as the Supplier reasonably deems necessary or appropriate in connection with the operation of the Disposal Facility, including the preservation of the health and safety of its employees. If Republic chooses to not remove or properly dispose of such Unacceptable Waste, or, if, after electing to do so, Republic does not dispose of the Unacceptable Waste within the time period specified by the Supplier, the Supplier may, as Republic's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws, and, to charge Republic all direct and indirect costs incurred due to removing, handling, transporting and disposal of such Unacceptable Waste. Notwithstanding the foregoing, no notice shall be required by the Supplier to Republic for the Supplier to dispose of Unacceptable Waste as Republic's agent and at Republic's cost, in emergency situations where, in the Supplier's reasonable judgment, a delay in such disposal could constitute a hazard to the Disposal Facility or any person on, about or near the premises.

*[End of Republic Standard Terms Disposal]*

CERTIFICATE OF INSURANCE  
AND  
PROOF OF WORKERS COMPENSATION





## ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.  
 Employers Liability (Stop Gap) coverage for Monopolistic states is included.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 946) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Re: Waste and recycling services for the Board of Lucas County Commissioners

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**Name of Person(s) Or Organization(s):** Only those Person(s) or Organization(s) for whom you are required to waive your rights of recovery under the terms of a written contract.

We waive any right of recovery we may have against the designated Person(s) or Organization(s) shown in the Schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated Person(s) or Organization(s). The waiver applies only to the designated Person(s) or Organization(s) shown in the Schedule.

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 124  
(4-84)

WC 00 03 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 6-30-2011 at 12:01 A.M. standard time, forms a part of

(DATE)

Policy No. MWC117108 00

of the Old Republic Insurance Company  
(NAME OF INSURANCE COMPANY)

issued to Republic Services, Inc.

Premium \$

\_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.\*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

All Persons Or Organizations

# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OTHER INSURANCE AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

### SCHEDULE

**Named Insured:**

**Mailing Address  
(including Zip Code):**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended per the following:

**1. The following paragraph is added under a. Primary Insurance:**

This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

**2. The following paragraph is added under b. Excess Insurance:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provision in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 252  
(4-84)

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT—CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 6-30-2011 at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. MWC 117108 00 Endorsement No.

of the Old Republic Insurance Company

(NAME OF INSURANCE COMPANY)

Issued to Republic Services, Inc.

Premium (if any) \$

\_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)\*

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

All Persons Or Organizations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Only Those Where Required By Written Contract	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Only Those Required By Written Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**Additional Insured Person(s) or Organization(s):**

Where required by written contract

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is amended to add:

- d.** Any Person(s) or Organization(s), shown in the Schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that Person(s) or Organization(s) of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1)** The coverage and/or limits of this policy; or
  - (2)** The coverage and/or limits required by said contract or agreement.

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION (BLANKET) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Dear Client:

You may not know us as Republic Services, but we are the parent company of your local waste and recycling company and are a leading provider of solid waste collection, transfer, disposal and recycling services. Thank you for your continued business and your confidence in our ability to serve you.

Republic Services, including its many subsidiaries and companies, carries insurance that runs from June 30, 2011 until June 30, 2012; enclosed you will find your renewal certificate of insurance.

We are implementing a paperless certificate issuance process. All future certificates and required insurance documents for Republic Services and all of its subsidiaries will be distributed electronically via e-mail or fax, going forward.

In order for us to achieve this paperless goal, we need your assistance. We request that you provide us with an e-mail address (e-mail is preferred) or fax number. You may e-mail your contact information to [certificateteam@ccmsi.com](mailto:certificateteam@ccmsi.com), or fax your contact information to fax 217-477-5458

**Please include the following on your communication:**

- Your Company Name
- Your Contact Person
- Your E-mail address or Fax #
- A copy of the renewal certificate (effective June 30, 2011 – June 30, 2012)

If you feel you have received this certificate in error, please advise us at [certificateteam@ccmsi.com](mailto:certificateteam@ccmsi.com), or fax 217-477-5458 and we will remove you from future distributions.

If you believe the attached renewal Certificate of Insurance needs correction or modification, please contact your local Republic Services salesperson that signed the contract/agreement or issued your purchase order. (The above email, [certificateteam@ccmsi.com](mailto:certificateteam@ccmsi.com), will **not** respond to certificate modification requests).

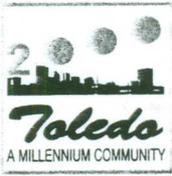
Thank you, in advance, for taking the time to provide us with the requested information.

Sincerely,

Risk Management Department

**Exhibit C – Rebate Agreement**

(see attached)



REBATE AGREEMENT

CITY OF TOLEDO

DIVISION OF SOLID WASTE



CARLETON S. FINKBEINER  
MAYOR

November 26, 2001

Mr. Jim Shaw  
Acting Director, Lucas County Department of Public Service  
2901 Key Street  
Maumee, Ohio 43537

Dear Mr. Shaw

Pursuant to the attached Memorandum of Understanding (MOU) between the Lucas County Board of County Commissioners and the City of Toledo concerning increased generation fees levied by the Lucas County Solid Waste Management District (LCSWMD) and the related grant offsetting said fees, the City has completed and hereby submits the attached application cover sheet as called for in Section 3 of the MOU.

If you have any questions, please contact either David Leffler at 936-2510 or myself at 936-2639.

Yours from Toledo  
A Renaissance City,

Christopher F. Pizza  
Administrator, Division of Solid Waste

Enclosures

CFP/ach

cc: David E. Leffler

*Team Toledo*

2411 ALBION TOLEDO OHIO 43606 U.S.A. PHONE 419 / 936-2510 FAX 419 / 936-2578  
web site: [www.ci.toledo.oh.us](http://www.ci.toledo.oh.us)

APPLICATION COVER SHEET

Community Name: CITY OF TOLEDO OHIO Fed Tax ID No: 34-6401447  
Address: 2411 ALBION City: Toledo Zip: 43606  
Telephone: 419-936-2510 Fax: 419-936-2578  
Website: http://

Authorized Official:

Name: DAVID E. LEFFLER Title: COMMISSIONER  
Address: 2411 ALBION City: Toledo Zip: 43606  
Telephone: 419-936-2576 Fax: 419-936-2578  
E-Mail: \_\_\_\_\_

Program Manager:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Project Narrative:

AS CALLED FOR IN THE ATTACHED MOU, THE LCSWALD SHALL PROVIDE THE CITY A GRANT IN THE FORM OF A CREDIT IN AN AMOUNT NECESSARY TO OFFSET INCREASED GENERATION FEES THROUGH THE 2013 PLANNING PERIOD AS AUTHORIZED BY THE AMENDED SOLID WASTE MANAGEMENT PLAN.

Attach additional pages as necessary.

Grant Request: \$ \_\_\_\_\_ Community Match: \$ \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this \_\_\_\_\_ day of May, 2000 between the Lucas County Board of County Commissioners acting in their capacity as the Board of Directors for the Lucas County Solid Waste Management District ("LCSWMD") and the City of Toledo ("the City").

WHEREAS, the LCSWMD is established by Lucas County pursuant to Chapter 343 of the Ohio Revised Code to effectuate the purposes of preparing, adopting, submitting and implementing a solid waste management plan (the "Plan"), pursuant to Section 3734.52 et seq. of the Ohio Revised Code, for the LCSWMD and providing for the safe and sanitary management of solid waste generated within all incorporated and unincorporated territory of the LCSWMD; and

WHEREAS, the District is currently in the process of amending the Plan ("amended Plan") in accordance with Section 3734.56(A) of the Revised Code for the planning period 2001 through 2013; and

WHEREAS, pursuant to Section VIII of the amended Plan, the LCSWMD intends to increase the generation fee levied on each ton of solid waste generated within the territory limits of the LCSWMD from \$1.00 per ton to \$2.00 per ton beginning January 1, 2001 through 2009 and from \$2.00 per ton to \$2.20 beginning January 1, 2010 through 2013; and

WHEREAS, pursuant to Section V.1 of the amended Plan and subject to approval of the amended Plan by the Director of the Ohio Environmental Protection Agency, the LCSWMD intends to implement a community grant program in the year 2001 for municipalities and townships within the LCSWMD to support implementation and maintenance of recycling and

composting activities that contribute to the LCSWMD's compliance with its recycling and reduction goals as mandated by law; and

WHEREAS, LCSWMD is committed to providing a grant to assist the City in maintaining and improving recycling opportunities and efficiencies to their citizens; and

WHEREAS, the City is committed to operating and maintaining their residential recycling programs in accordance with the District's approved Solid Waste Management amended plan through the planning period of 2001 through 2013. The compliance agreement attached hereto and incorporated herein by reference as exhibit "A" is included in the amended plan.

WHEREAS, the City acknowledges that the LCSWMD is currently under mandate to prepare an Amended Plan which includes authorization to provide grants to local communities, and once approved by the Director of the Ohio Environmental Protection Agency, the amended plan will supercede the currently approved Solid Waste Management Plan; and

WHEREAS, both LCSWMD and the City acknowledge that the grant delineated in this Memorandum will provide the City with funds in an amount not to exceed the per ton fee increase resulting from the surcharge to be assessed by the LCSWMD imposed upon waste disposed at the City of Toledo's Hoffman Road Landfill during the 2001 through 2013 planning period and in addition the LCSWMD may provide the City with savings which exceed the requested grant amount through other financial or program methods; NOW, THEREFORE,

The parties, LCSWMD and the City, memorialize their understanding and agree as follows:

1. Commencing with the first month of collection by the LCSWMD of the \$1.00 per ton fee increase in the generation fee, the LCSWMD shall provide the City with a grant in an amount

not less than the \$1.00 per ton generation fee increase to be implemented by the LCSWMD during the 2001 through 2009 planning period on all solid waste disposed of at the Hoffman Road Landfill. This grant amount shall continue to be provided by LCSWMD to the City through the end of the 2013 planning period unless the LCSWMD increases the generation fee from \$2.00 per ton to \$2.20 per ton during the 2010 through the 2013 planning period as authorized by the amended Plan. In that event, the LCSWMD shall increase the grant amount provided to the City, pursuant to this memorandum, from \$1.00 per ton to \$1.20 per ton during the 2010 through 2013 planning period.

2. The grant as provided in paragraph one above shall be in the form of a credit to the City applied as an offset to the surcharge and generation fee collected and remitted by the City to the LCSWMD as reported to the LCSWMD on the "Solid Waste Disposal Surcharge and Generation Fee" submittal form, as may be amended from time to time, and attached hereto and incorporated herein as Exhibit "B".

3. As a condition prior to receiving the grant, the City shall submit a completed grant application form ( but limited only to the "cover sheet") attached hereto and incorporated herein by reference as Exhibit "C" to the LCSWMD no later than November 30, 2000 and by November 30<sup>th</sup> of each and every year thereafter during the 2001 through 2013 planning period.

4. In consideration for the grant provided, the City shall operate and maintain their residential recycling programs through the planning period of 2001 through 2013 in accordance with the District's approved Solid Waste Management Plan, as may be amended from time to time, as required by law.

5. The grant provided herein shall be subject to implementation and collection of the generation fee as authorized by the approved Plan, or subsequent amended Plans, which may

occur from time to time, as required by law. The parties agree that this memorandum automatically amends the grant amount to be provided herein to reflect any discontinuation, reactivation, increase or decrease (whichever is applicable) of the generation fee by LCSWMD within any time period in which this occurs and during the 2001 through 2013 planning period.

6. DEFAULT. (a) Should the City fail to comply with its obligations under this memorandum for any reason or cause other than force majeure (e.g. strike), the City shall be in default and the LCSWMD may terminate the grant. Prior to termination, the LCSWMD shall provide the City with written notice of their failure to comply and provide the City a period of thirty (30) days, beginning from the date and time of receipt of the notification, to correct any default. If by the end of the thirty (30) days the City has failed to comply with the notice to correct the default or not provided force majeure justification for non-compliance, the LCSWMD shall be released from any and all obligation imposed upon the LCSWMD by the operation of this Memorandum, unless by agreement by the LCSWMD an extension is granted. An extension shall be granted at the sole discretion of the LCSWMD and only upon receipt of request by the City submitted to the LCSWMD in writing prior to the end of the thirty (30) days. The City shall then comply with the period established under this extension notice to correct the default, unless force majeure applies; (b) should LCSWMD fail to provide the grant amounts to the City, as delineated in this memorandum, the City may opt to sue LCSWMD for the amount promised pursuant to this memorandum.

7. INDEMNIFICATION. The City shall indemnify, defend and hold the District harmless from and against all liability, claims, expenses, fines, penalties, fees and other costs (including, without limitation, reasonable attorney fees and expenses) associated with or in any way connected with (a) the City's performance or non-performance of its obligations under this

Memorandum; unless non-performance is because of force majeure or LCSWMD not providing the City the grant amount promised under this memorandum.

8. SEVERABILITY. The invalidity of any paragraph or provision of this Memorandum shall not affect the validity of the remaining paragraphs or provisions hereof.

9. AMENDMENT. The Memorandum may be amended from time to time hereafter only in writing executed by both parties.

10. HEADINGS. The headings and titles of the several paragraphs of this Memorandum are for convenience only and do not define, limit or construe the contents of the Memorandum.

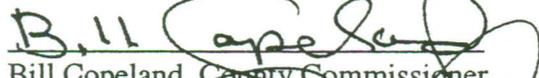
11. REPRESENTATIONS. The City and the LCSWMD each represent to the other that, by their respective execution of the Memorandum, they have obtained all necessary consents and approvals required for their respective execution and performance hereof.

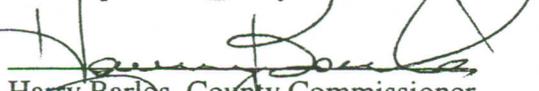
12. EFFECTIVE DATE. This Memorandum shall become effective as of \_\_\_\_\_, 2000 and shall continue during the 2001 through 2013 planning period or until otherwise superceded by the agreements of the parties.

IN WITNESS WHEREOF, the City and the LCSWMD have caused this Memorandum to be executed by their duly authorized representatives as of the effective date of the Memorandum.

**LCSWMD Board of Directors  
Lucas County Board of County Commissioners**

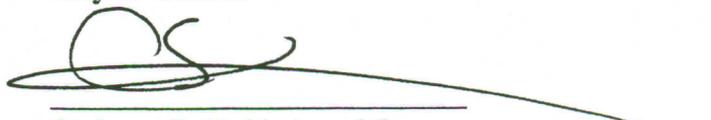
  
Sandy Isenberg, President

  
Bill Copeland, County Commissioner

  
Harry Barlos, County Commissioner  
and

  
John Minear, Director, LCSWMD

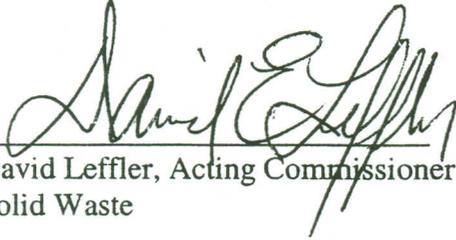
**City of Toledo**

  
Carleton S. Finkbeiner, Mayor

**APPROVED AS TO CONTENT:**



Robert R. Reinbolt, Acting Director  
Public Service

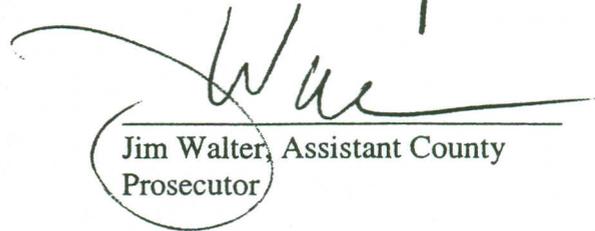


David Leffler, Acting Commissioner  
Solid Waste

**APPROVED AS TO FORM:**



Director of Law, City of Toledo



Jim Walter, Assistant County  
Prosecutor

**LEGISLATIVE ACTION REFERENCES**

Lucas County Resolution Number

\_\_\_\_\_

City of Toledo Ordinance Number

542-00

LS/db/LCSWMD-MOU  
5/10/00

## COMPLIANCE AGREEMENT

**THIS COMPLIANCE AGREEMENT** ("Agreement") by and between the **CITY OF TOLEDO**, a municipal corporation organized and existing under the Constitution and laws of the State of Ohio and a duly adopted charter ("City"), and the **BOARD OF COUNTY COMMISSIONERS OF LUCAS COUNTY, OHIO**, acting for and on behalf of the **LUCAS COUNTY SOLID WASTE DISTRICT**, a solid waste management district established and maintained under the laws of the State of Ohio ("District").

### WITNESSETH:

**WHEREAS**, the District prepared the Lucas County Solid Waste Management Plan ("Plan") as required by the State of Ohio; and

**WHEREAS**, the City approved the Plan pursuant to Ordinance Nos. 479-93 and 156-94; and

**WHEREAS**, the Plan was approved by the Director of the Ohio Environmental Protection Agency on October 23, 1995; and

**WHEREAS**, the Plan provides for certain activities to be undertaken by the District and the City, including, without limitation, the City's observation of certain residential waste strategies; and

**WHEREAS**, the State of Ohio Environmental Protection Agency ("OEPA") issued a notice dated March 14, 1997, to the District stating that the District was not in compliance under the Plan; and

**WHEREAS**, the City is willing to provide the District with further assurances and commitments regarding the compliance of its residential waste strategies with the Plan; and

**WHEREAS**, the District is willing to afford the City with the opportunity to implement certain residential waste strategies in accordance with the Plan prior to the commencement of further regulatory and enforcement proceedings; and

**WHEREAS**, the City is willing to comply with the residential waste strategies in

accordance with the Plan so as to avoid further regulatory and enforcement proceedings; and

WHEREAS, this Agreement was approved by Ordinance No.1019, passed by the Council of the City on August 18, 1998 (attached hereto and incorporated herein by reference as Exhibit "A"); and

WHEREAS, this Agreement was approved by the Lucas County Commissioners by Resolution No. 98-1274, on behalf of the District (attached hereto and incorporated herein by reference as Exhibit "B").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby mutually acknowledged, the parties hereto agree to the following:

1. RESIDENTIAL WASTE REDUCTION AND RECYCLING COMMITMENTS. The City agrees to fully and adequately develop and implement a bi-weekly city-wide curbside recycling program, pursuant to the schedule set forth in paragraph 2 below, to all households as defined below. The City agrees to reasonably cooperate with the District in the development and implementation of the bi-weekly city-wide curbside recycling program and other waste reduction and recycling strategies contained in the Plan. As used in this Agreement, the word "households" shall mean all single family dwellings and all multi-family dwellings up to and including those with four (4) units served by the City's Division of Solid Waste.

2. SCHEDULE. The City agrees to prepare a schedule for the development and implementation of the strategies referenced in paragraph 1 above and to submit said schedule to the District on or before September 30, 1998, for the District's review and approval. Once approved by the District, said schedule shall become a part of this Agreement. As part of said schedule, the City agrees to provide curbside recycling services as follows: to a minimum of forty percent (40%) of all households by December 31, 1999, to a minimum of eighty percent (80%) of all households by December 31, 2000, and to one hundred percent (100%) of all households by May 31, 2001. The City agrees to commence implementation no later than February 1, 1999, and to complete the implementation of the same and to have such strategies completely and fully operational in accordance with the schedule set forth herein. Time is of the essence of this paragraph and the other provisions of this Agreement.

3. COMPLIANCE. The City agrees to cooperate with the District with respect to the development and operation of the City's bi-weekly city-wide curbside recycling program and other waste reduction and recycling strategies contained in the Plan.

4. DEFAULT. Should the City fail to comply with its obligations under this Agreement, the District will give the City written notice of such noncompliance and the opportunity to cure the same. If such noncompliance shall continue for one hundred twenty

(120) days after the date of such notice, then unless excused by the mutual agreement of the parties, the City shall be in default and the District shall have such remedies as may be provided in this Agreement, and otherwise permitted at law.

5. INDEMNIFICATION. The City shall indemnify, defend and hold the District harmless from and against any and all liability, claims, expenses, fines, penalties, fees and other costs (including, without limitation, reasonable attorney's fees and expenses) associated with or in any way connected with (a) the City's performance of its obligations under this Agreement; (b) any failure by the City to perform any of its obligations under this Agreement; and (c) all costs and expenses incurred by the District as a result of the City's failure to perform its obligations under this Agreement.

6. SEVERABILITY.. The invalidity of any paragraph or provision of this Agreement shall not affect the validity of the remaining paragraphs or provisions hereof.

7. AMENDMENT. This Agreement may be amended from time to time hereafter only in writing executed by the parties.

8. HEADINGS. The headings and titles of the several paragraphs of this Agreement are for convenience only and do not define, limit or construe the contents of this Agreement.

9. REPRESENTATIONS. The City and the District each represent to the other that, by their respective execution of this Agreement, they have obtained all necessary consents and approvals required for their respective execution and performance hereof.

10. EFFECTIVE DATE. This Agreement shall become effective as of August 31, 1998, and shall continue for a term as specified in the Plan or until otherwise superseded by the agreement of the parties.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their duly authorized representatives as of the effective date of this Agreement.

CITY OF TOLEDO

By: [Signature]  
Carlton S. Finkbeiner, Mayor

Date: 8/25/98

Approved as to substance:

[Signature]  
Anthony L. Reams  
Director of Public Service

Approved as to form:

[Signature]  
Edward M. Yosses  
Director of Law

BOARD OF COUNTY COMMISSIONERS  
OF LUCAS COUNTY, OHIO

By and on behalf of  
THE LUCAS COUNTY SOLID  
WASTE MANAGEMENT DISTRICT

[Signature]  
Sandy Isenberg, President  
County Commissioner

BILL COPELAND  
William Copeland  
County Commissioner

[Signature]  
Mark Pietrykowski  
County Commissioner

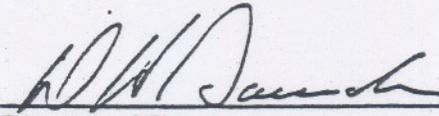
Approved as to form:

[Signature] 8/21/98  
Julia R. Bates, Prosecuting Attorney of Lucas County,  
Ohio, By:  
James C. Walter, Assistant Prosecuting Attorney

FISCAL OFFICER'S CERTIFICATE OF THE CITY

The undersigned, fiscal officer of the City of Toledo, hereby certifies that the moneys required to meet the obligations of the City during the year 1998 under the foregoing Compliance Agreement have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: August 25, 1998

  
\_\_\_\_\_  
Director of Finance  
City of Toledo, Ohio

ORDINANCE NO. 1019-98

**AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A COMPLIANCE AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF LUCAS COUNTY, OHIO FOR RESIDENTIAL SOLID WASTE STRATEGIES.**

WHEREAS, the City of Toledo approved the Lucas County Solid Waste District's Solid Waste Management Plan pursuant to Ordinance Nos. 479-93 and 156-94; and

WHEREAS, the Board of County Commission of Lucas County is acting on behalf of the Lucas County Solid Waste District, a solid waste management district established and maintained under the laws of the State of Ohio; and,

WHEREAS, it is necessary to establish an agreement to ensure the Lucas County Solid Waste District's and City of Toledo's compliance with the laws of the State of Ohio;

Now therefore, be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is directed and authorized to enter into a Compliance Agreement with the Board of County Commissions of Lucas County, Ohio, acting on behalf of The Lucas County Solid Waste District; and

SECTION 2. That the Compliance Agreement must be sufficient to bring the City into compliance with the Director of Ohio EPA findings and orders as issued on October 23, 1995, and be executed within 10 days of the adoption of this Ordinance.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that the Ordinance must be immediately effective in order to preserve the integrity of the public officials and the business concerns for the City of Toledo in a timely manner.

Vote on emergency measure: yeas 12, nays 0.

Passed: AUG 18 1998, 1998, as an emergency measure:  
yeas 12, nays 0.

Attest: Michael J. Beazley  
Michael J. Beazley,  
Acting Clerk of Council

Peter S. Ujvagi  
Peter S. Ujvagi  
President

Approved: AUG 20 1998

Peter S. Ujvagi  
Mayor

I hereby certify that the above is a true and correct copy of a Ordinance adopted by  
Council \_\_\_\_\_, 1998.

Attest: \_\_\_\_\_  
Michael J. Beazley  
Acting Clerk of Council

CITY OF TOLEDO  
DIVISION OF SOLID WASTE

IMPLEMENTATION SCHEDULE FOR BI-WEEKLY CURBSIDE RECYCLING PROGRAM

Date/Timeframe	Activity	Status
Aug., 1998	Submit budget for 1999 Recycling Program.	Done
Aug., 1998	Meet with KT/LCB for 1999 ODNR Grant to request education/promotion funding.	Done
Sept., 1998	Meet with Local 20 to begin discussions on recycling operational changes.	On-going
Sept., 1998	Meet with Blade to confirm advertising sponsorship.	Done
Sept., 1998	Discussions with interested Council members on public education process.	On-going
Sept., 1998	Discussions with Mary Chris Skeldon (past Recycling Coordinator), current Public Information Officer for the Mayor, on public education program.	On-going
Sept., 1998	Discussions with Kevin Thrun, Waste Management, on commingled collection process.	On-going
Sept., 1998	Joint education/ad program planning meetings with the Blade and KT/LCB.	On-going
Sept.-Oct., 1998	Experimentation with commingled collection process using refuse packers.	On-going
Sept.-Oct., 1998	Route size design.	
Sept.-Oct., 1998	Education/promotion campaign design.	
Nov., 1998-Jan., 1999	<ul style="list-style-type: none"> <li>• Route selection</li> <li>• Budget hearings</li> <li>• Union negotiations</li> <li>• Education/promotion campaign for new routes</li> </ul>	
Feb. 1, 1999	Start expanded route collections.	
Feb.-July, 1999	<ul style="list-style-type: none"> <li>• Route data analysis</li> <li>• Route adjustments as necessary</li> <li>• Continue on-going education/promotion</li> <li>• Progress reports to Mayor and Council</li> </ul>	
Aug.-Sept., 1999	Prepare and submit Year 2000 Budget for expanded recycling program.	
Nov., 1999	Budget hearings.	
Dec. 31, 1999	Achieve 40% recycling coverage.	

Jan.-Feb., 2000	<ul style="list-style-type: none"> <li>• Expansion route design selection</li> <li>• Education/promotion campaign for new routes</li> <li>• Start expanded route collections</li> </ul>	
Feb.-July, 2000	<ul style="list-style-type: none"> <li>• Route data analysis</li> <li>• Route adjustments as necessary</li> <li>• Continue on-going education/promotion</li> <li>• Progress reports to Mayor and Council</li> </ul>	
Aug.-Sept., 2000	Prepare and submit Year 2001 Budget for expanded recycling program.	
Nov., 2000	Budget hearings.	
Dec. 31, 2000	Achieve 80% recycling coverage.	
Jan.-Feb., 2001	<ul style="list-style-type: none"> <li>• Expansion route design selection</li> <li>• Education/promotion campaign for new routes</li> </ul>	
May 31, 2001	Start expanded route collections for full 100% coverage.	

## **Appendix K**

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### **Community Grant Guidelines and Application**



# Community Grant – Recycling Incentive Program

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## Grant Handbook & Application

### Introduction

The Lucas County Board of Commissioners, acting in their capacity as the Board for the Lucas County Solid Waste Management District (“District”) are authorized under the approved Solid Waste Management Plan (“Plan”) to make grants to communities located within the incorporated and unincorporated territory of the District. The purpose of these grants shall be to implement new and support existing waste reduction, recycling and yard waste programs (“recycling program”) that assist the District in meeting the goals and objectives of the State of Ohio’s Solid Waste Management Plan and the District’s approved Plan. Programs that improve the District’s achievement of Goal #2 will receive priority funding – consistent with the objectives identified in the District’s Municipal Assistance program, combining directed technical assistance with the financial incentive provided by the grants.

This handbook addresses all Community Grant application requirements. However, the District Director reserves the right to modify these requirements as circumstances warrant.

### Eligibility

To be eligible for the District’s Community Grant funding, applicants shall meet the following criteria:

1. Be a community that approved the 2010 District’s Solid Waste Management Plan.
2. Be a community located within the boundaries of the District.
3. Be a community that has a recycling or waste reduction program or will start a recycling or waste reduction program within the year of the grant application. If the program is for multiple years, the applicant must state the time period being requested for funding. Funding will be provided on annual basis, but the applicant will not have to complete a grant application for each year, if requesting funding for and committing to multiple years.

4. Be a community that has submitted an application which conforms to the purpose of the Community Grant Program as outlined in this grant packet.

## Definitions

**Authorized Official** – the local person, designated by the legislative body approving the submission of the grant, responsible for the administration of the grant and to sign all reports/documents to be filed with the District.

**Legislative Body** – the elected officials who preside over the city, village or township and having the authority under the local Charter and Ohio Revised Code to expend and receive funds for programs and services operated within their local jurisdiction.

**Grant Agreement** – the signed agreement between the grantee and the District, through which the grantee agrees to expend grant and matching funds for specified purposes. Agreements signed between the District and communities for the purpose of the implementing the Plan will supersede this agreement. However, such communities shall be required to submit the grant application, abide by the grant guidelines, procedures and meet the eligibility criteria.

**Grant Funds** – money awarded by the District to the grantee for expenditure in accordance with the Grant Agreement.

**Matching Funds** – cash commitments made by the grantee for the expenditure during the grant period, on approved grant activities in accordance with the Grant Agreement.

**Program Manager** – the person who implements the grant activities as directed by the Authorized Official (may be the same person) and who serves as the District’s primary contact for grant-related consultation(s).

## Funding Process

The District shall distribute available program funding up to the base allocation for allowable requests, depending upon grant review recommendations. Please note that if during a year the cost of the

Community Grant program exceeds the District's financial capacity, the District will place the program on hold until the following year. Funds will be distributed based upon five factors:

1. estimated number of households (single family – one to four units) served by Grant Activities,
2. the completeness and content of the grant application,
3. the amount of funds requested,
4. the amount of grant funds available, and
5. the applicant's history in working with the District, their history with program implementation and the impact of the application on the District's Plan.

**The District reserves the right to reduce or eliminate budget line items that are not satisfactorily justified.**

### **Base Allocation Amounts**

Base allocation amounts are based on the applicant's estimated number of single-family households. Each applicant will be required to submit their estimated population on their application form and provide the source of their information. Minimum grant award amount of \$1,000 and up to the following amounts for each population category:

1. Communities with households  $\geq 100 - 3,000$ : up to \$15,000.
2. Communities with households  $\geq 3,001 - 20,000$ : up to \$35,000.
3. Communities with households  $\geq 20,001 - 150,000$ : up to \$210,000. This category is eligible for the highest amount of grant funds due to the greatest potential impact on the District's Plan.

Match funds are not included in base allocation amounts.

### **Joint Applications**

Communities are strongly encouraged to submit joint applications. Communities working together to consolidate services will be strongly encouraged and receive the highest ranking from the District. In addition, the District may provide grants funds that are equal to or greater than the combined allowance

under the Base Allocation format. This will be reviewed on a case-by-case basis and funding shall be based on the strength of the program, community impact and impact on the District's Plan.

## **Cash Match**

There is no cash match requirement. However, communities that already provide funding for an existing program or are submitting a grant for a new program will be required to show other funding sources and amounts required to support the activity. Applicants should detail other funding sources in the Project Narrative and describe the method used to value non-cash match amounts presented in the Budget Details.

## **Other Requirements**

Each applicant shall be required to submit the following:

### **Ordinance or Resolution**

Each applicant shall submit a copy of the ordinance or resolution authorizing the submission of the grant application and encumbering the funds necessary for the activity to be implemented during the grant period.

### **Application Cover Sheet**

Each applicant shall fully complete all relevant sections of the Application Cover Sheet and Budget Details for the activity(ies) being requested for funding. These forms are provided in the attached appendices. Budget entries shall be in whole dollar amounts on the Budget Detail forms. Additionally, you may use the District's web page to access these forms at [www.lucascountyoh.gov/DocumentView.aspx?DID=3952](http://www.lucascountyoh.gov/DocumentView.aspx?DID=3952). Applications may be submitted electronically to [cpizza@co.lucas.oh.us](mailto:cpizza@co.lucas.oh.us), Subject Line: "Grant."

### **Grant Report**

All communities that receive grant funding will need to submit a grant report at the end of the fiscal year outlining a description of how the grant money was allocated, program goals, qualitative and quantitative data (including how many households participated and number tons of recyclables were diverted from the landfill) as part of the grant funded program.

## **Application Deadline and Review Process**

### **Deadlines**

Applications may be submitted by email to [cpizza@co.lucas.oh.us](mailto:cpizza@co.lucas.oh.us), Subject Line: "Grant" or by mail to the District office located at 1011 Matzinger Rd., Toledo, Ohio 43612. Applications must be received no later than 4:00 p.m. on the last Friday in **June** at the District office. The District reserves the right to reject any application that does not meet the aforementioned deadline.

### **Review Process**

The District shall mail notices of approval/disapproval no later than the last Friday of **January of the following** year. If your application is disapproved, you will be given thirty (30) days to correct any deficiency and resubmit. Applicants rejected a second time will not be eligible for funding until the next grant year. The District staff shall review each application and submit their recommendations to the Director. The Director will then make a recommendation for award to the Board of County Commissioners.

### **Notification of Award**

Upon approval by the Board, a contract shall be mailed to the successful applicant for approval and execution.



## BUDGET DETAILS

Community: \_\_\_\_\_

Population: \_\_\_\_\_ Source: \_\_\_\_\_

	Grant Funds Requested	Match Funds Committed	TOTAL FUNDS
<b>PERSONNEL</b>			
Management			
Overhead			
<b>Personnel Subtotal</b>			
<b>TRAVEL</b>			
Mileage			
Workshop/Training			
<b>Travel Subtotal</b>			
<b>EQUIPMENT (list each)</b>			
<b>Equipment Subtotal</b>			
<b>OTHER</b>			
Advertising			
Awareness/Education			
Print/Production			
Recycling/Collection Supplies			
Other: _____			
<b>Other Subtotal</b>			
<b>CONTRACTS</b>			
Collection/Processing			
Awareness/Education			
<b>Contracts Subtotal</b>			
<b>TOTAL BUDGET</b>			