

RESOLUTION NO. R04-11 CMS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION AND ENTER INTO AN AGREEMENT WITH THE LORAIN COUNTY BOARD OF COMMISSIONERS THROUGH THE LORAIN COUNTY SOLID WASTE MANAGEMENT DISTRICT FOR THE PURPOSE OF ACQUIRING FUNDS THROUGH THE RECYCLING AND COMPOSTING GRANT PROGRAM PURSUANT TO THE LORAIN COUNTY SOLID WASTE MANAGEMENT PLAN AND DECLARING AN EMERGENCY

WHEREAS, Oberlin City Council recognizes the existence of a problem with recycling/composting within the boundaries of the City and the need to address the problem at the local level; and

WHEREAS, the Lorain County Board of Commissioners provides through the Lorain County Solid Waste Management District Plan for the allocation of funds in the form of grants for the purposes of supplementing recycling/composting program activities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the Oberlin City Council hereby endorses and supports a Recycling/Composting Program for the City of Oberlin, and authorizes the necessary funds to implement said program, if approved, as indicated in its application, a copy being attached hereto.

SECTION 2. That the City Manager is hereby authorized to apply for and, if awarded, execute an agreement with the Lorain County Solid Waste Management District to administer a grant to implement said program.

SECTION 3. That the Oberlin City Council hereby requests the Lorain County Solid Waste Management District to consider and to fund its program as described in the application.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption 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.

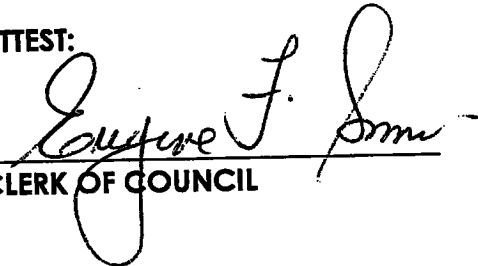
SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operations of a municipal department, to wit:

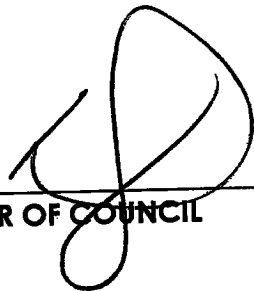
"to allow for the submission of the grant application by the date specified by the County"

and shall take effect immediately upon passage.

PASSED: 1st Reading - October 18, 2004 (E)
2nd Reading -
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: October 19, 2004

EFFECTIVE DATE: October 19, 2004

LORAIN COUNTY SOLID WASTE MANAGEMENT DISTRICT

**2005 GRANT PROGRAM
AGREEMENT FOR PROGRAM IMPLEMENTATION**

This agreement made December 7, 2004 and effective the same date, is executed in multiple copies, each copy to constitute an original, by and between the Board of Commissioners of the Lorain County Solid Waste Management District, hereinafter referred to as the District, and the City of Oberlin hereinafter referred to as the Grantee.

WITNESSETH THAT:

WHEREAS, House Bill 592 was enacted in 1988 requiring the State of Ohio to establish solid waste management districts consisting of single or multiple counties, and whereby these districts would become responsible for managing and reducing their solid waste.

WHEREAS, the Lorain County Solid Waste Management District was formed in accordance with Ohio law on March 21, 1989 in the form of Resolution No. 89-236 passed by the Lorain County Board of Commissioners.

WHEREAS, the State of Ohio Solid Waste Management Plan has established an access goal to make recycling programs available to 90% of the district.

WHEREAS, in accordance with Section 3734.57(B) of the Ohio Revised Code, the Lorain County Solid Waste Management District ratified fees upon the disposal of solid waste within the County at \$2.00 per ton for waste generated within the District, \$4.00 per ton for solid waste generated outside the District, and \$2.00 per ton for waste generated outside the State of Ohio.

WHEREAS, the Ohio Revised Code in Section 3734.57(E) provides for such fees to be expended for the development and implementation of solid waste recycling or reduction programs, and such fees shall be expended for such purposes in the manner prescribed by the Lorain County Solid Waste Management Plan.

WHEREAS, all programs funded by the District have been approved by resolution of the Lorain County Board of Commissioners.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. AGREEMENT. The Lorain County Solid Waste Management District agrees to grant the City of Oberlin the amount of \$57,845.67 for the purpose of recycling and/or composting program. These funds are listed according to the following itemized budget:

ADMINISTRATION

ADVERTISING

CONTRACTS \$ 7,500.00

EDUCATIONAL COMPONENT \$ 6,000.00

EQUIPMENT \$ 3,500.00

INCENTIVE PROGRAM \$ 1,000.00

IMPROVEMENT

OTHER \$ 40,845.67

TOTAL \$ 57,845.67

2. TERM. The term of this agreement shall commence on January 1, 2005 and terminate on December 31, 2005.
3. PAYMENTS. The Lorain County Solid Waste Management District shall pay the amount of the Grant award in three installments. The first installment shall be 40% or \$23,138.47 upon review of the final report of activities from the previous grant year and will be paid by the end of the first quarter of the grant year. The District shall pay an additional 40% or \$23,138.27 upon review and approval of the first quarterly report to the District on grant activity and satisfactory program implementation and will be paid by the end of the second quarter of the grant year. The final payment of 20% or \$11,569.13 will be sent by the end of the third quarter and after receipt and approval of the second quarterly report. Any unused funds **must** be returned with the final report.
4. GRANTEE FINANCIAL MANAGEMENT. Grantee shall establish a separate account for the grant funds received under this agreement.
- Grantee shall establish fiscal control and accounting practices to ensure proper disbursement of and accounting for all grant funds. This responsibility applies to all third party agreements, sub grants and contracts.
 - Grantee shall provide an official accounting of all funds, indicating the specific use of each expenditure as well as any unused funds.
 - Accounting procedures shall provide for an accurate and timely recording of receipt of funds by source and expenditures made from such funds and unexpended balances. Controls shall be established to ensure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate, including receipts for all purchases and charges. Grantee shall maintain all records in a manner, which will provide an audit trail to all expenditures.
 - The District reserves the right to perform an audit of the Grantee's Grant program. Grantee shall make available, at any time deemed reasonable by the District, all records and accounts for review or audit by Lorain County, State of Ohio or District officials. Failure of the Grantee to produce such records and accounts for review or audit shall be cause for immediate termination of the grant award and agreement and the cessation of payment of all future funds. In such event, Grantee shall also be liable to the District for the return of all funds made under the Grant award.
 - All unused funds must be: a.) Returned to the District; OR b.) Used for another appropriate recycling or waste reduction activity. Proposals for alternate uses of unexpended funds must be submitted in writing to the District and receive written approval by the Lorain County Board of Commissioners prior to expenditure.

5. INDEMNIFICATION. To the extent permitted by law, the Grantee shall defend, indemnify and hold the Lorain County Solid Waste Management District and its employees, agents, officials, and representative harmless from and against all cost and damages by reason of bodily injury, death, or damage to property caused by an act or failure to act of Grantee, or sustained on or from property under the control of the Grantee. The Grantee shall be solely responsible for and bear all cost of claims by its own employees growing out of any worker's compensation law.
6. INSURANCE. The Grantee shall maintain sufficient insurance on any equipment and/or property on which grant funds have been expended, to cover re-establishing the physical plant of the operation in the event of fire, theft, or other destructive occurrence. Further, the Grantee shall maintain compliance with any and all directives given by health, safety or fire officials resulting from regular or special inspections by said agencies.
7. DELIVERABLES. The Grantee agrees to file quarterly reports by April 30, 2005; July 31, 2005; October 31, 2005, and January 31, 2006. A final program report must be filed upon completion of Grant activity by February 28, 2006. The reports shall describe in detail the following: a.) Program Description, b.) Detailed budget, c.) Quarterly activities, d.) Amounts of Recyclables or Compost Diverted and Disposal facilities used. The required forms for these reports will be mailed prior to the due date.

Grantee agrees to submit statistics to the District on the types and quantities of recyclables and/or yard waste collected by calendar year. If the Grantee contracts with outside processors or end users of the Grantee's recyclables, the Grantee is responsible for acquiring this information from the contractor(s).

Grantee agrees to furnish copies of all educational materials and other items printed for the program.

8. CURBSIDE RECYCLING REQUIREMENTS. Communities receiving Grant funds shall mandate, through legislation, that all private haulers providing solid waste collection and disposal service must also provide recycling collection service. A political subdivision may choose to collect and transport the materials itself.
 - Communities selecting a single color-coded bag system to collect commingled recyclables shall require, through legislation, that recyclable materials are transported to a facility that can separate recyclables from solid waste and provide proof that the materials are recycled.
 - Political subdivisions choosing to collect separated recyclables (i.e., glass in one bin, plastic in another, etc.) may deal directly through brokers or end-users to market their materials and may receive revenues from the sale of those materials.
 - Each community is responsible for the development and implementation of its own program.
9. EQUIPMENT. The Lorain County Solid Waste Management District reserves the right to control the use of any equipment purchased with Grant funding to ensure that it is used for the appropriate and officially approved purpose(s). The Grantee shall be responsible for maintenance, insurance and liability for equipment purchased with grant funds and may retain possession of the equipment for as long a period of time as the equipment is used for the purposes approved by the District.

The grantee shall neither convert any equipment acquired under this grant to uses other than those originally approved by the District nor transfer or sell such equipment without the written approval of the District. In the event that equipment is not used properly or as originally described in the Mini Grant application approved by the Lorain County Board of Commissioners, or is no longer needed, the District reserves the right to act on one or more of the following:

- a. Grantee must apply in writing to the District to amend or revise its program scope and obtain approval for a modified equipment use; OR
- b. Grantee may assume ownership of the equipment only after reimbursing the District an amount equivalent to the fair market value of each piece of equipment; OR
- c. Grantee may transfer the equipment to another political subdivision located within the Lorain County Solid Waste Management District which has agreed to, has applied in writing to the District, and has been approved by the Lorain County Board of Commissioners to utilize the equipment in a manner consistent with the scope of the Lorain County Solid Waste Management Plan; OR
- d. Grantee may sell the equipment at a fair market value for each piece of equipment and reimburse the District any proceeds from the sale.

The Grantee shall maintain records for each piece of equipment acquired under this grant which shall include a description of the equipment, the manufacturer's serial number or other identification number, the acquisition date, the identification of the seller or supplier of the equipment, and a copy of the sales receipt indicating the cost of the equipment.

10. USE OF STRUCTURES PURCHASED WITH GRANT FUNDS. The Lorain County Solid Waste Management District reserves the right to control the use of any structure purchased and/or built with Grant funding to ensure that it is used for the appropriate and officially approved purpose(s).

Grantee shall neither convert any structures acquired under this grant to uses other than those originally approved by the District nor transfer or sell the real property upon which the structure is located or the structure itself without the written approval of the District. In the event the structure is not used properly or as originally described in the Grant application approved by the Lorain County Board of Commissioners, the District reserves the right to act on one or more of the following:

- a. Grantee must apply in writing to the District to amend or revise its program scope and obtain approval for the modified structure use; OR
- b. Grantee must reimburse the District in the full amount of the Grant award; OR
- c. Grantee may transfer the real property upon which the structure is located, or may dismantle and move the structure, at Grantee's sole expense, to another political subdivision located within the Lorain County Solid Waste Management District that has agreed to, has applied in writing to the District, and has been approved by the Lorain County Board of Commissioners to utilize the structure in a manner consistent with the scope of the Lorain County Solid Waste Management Plan; OR
- d. Grantee may, with the District's prior written consent, sell the real property upon which the structure is located, or sell the structure itself, and reimburse the District in the full amount of the Grant award.

If Grantee should determine that the structure is no longer needed for its originally intended purposes, the approved use or other uses acceptable to the District, use of the structure may cease with no penalty or other consequences to Grantee, provided, however, that written application is first made to the District or its successor organization and the District approves of the discontinuation of such approved use. No such application will be considered favorably for Grantee unless at least five years have passed from the date of the execution of the agreement for the Original Grant Award.

11. **AMENDMENTS/REVISIONS.** If the Grantee wishes to revise any portion of this grant contract, a written program amendment must be filed with the Lorain County Solid Waste Management District **NO LATER THAN SEPTEMBER 30, 2005**. The Lorain County Board of Commissioners shall approve or disapprove all requests for revision/amendment and the District has the authority to reject any revision/amendment applied for if they are not in compliance or consistent with the District's Solid Waste Management Plan.
12. **REMITTANCE.** The Grantee agrees to reimburse the District any and all funds not utilized in the Grant budget in Section 1 of this contract.
13. **SITE INSPECTIONS.** The District shall have the right to inspect the Grantee's operations and site at any time deemed reasonable by the District. The purpose of any such inspection shall be to review program progress and discuss any difficulties encountered during program implementation, to receive recommendations or requests for program changes, and to provide technical assistance as requested. Records and documents pertaining to the Grant program shall be made available at any reasonable time for review and/or audit by Lorain County, State of Ohio, or District officials.
14. **TERMINATION.** This agreement may be terminated by the Lorain County Solid Waste Management District upon the occurrence of any of the following: a.) failure to implement any of the listed activities in Section 1 of this contract and the approved grant application; b.) improper use of the Lorain County Solid Waste Management District Grant funds for items other than are listed in Section 1 of this contract; c.) failure to provide the deliverables listed in Section 7 of this contract by the listed date; d.) failure to comply with any conditions of this grant, as described in this contract and Attachments A, B, and C, including the failure to produce records and books for inspection and audit; and e.) notification from the Grantee stating its desire to terminate the contract and to return any and all grant funds awarded. Termination shall occur 30 days after the notification of the occurrence of the above listed events. Notification of termination shall be sent by certified mail to the responsible personnel named in the Grant application.
15. **EXTENSION OF TIME.** In the event that the Grantee is unable to complete the Grant programs listed by December 31, 2005, an extension must be requested in writing from the Lorain County Solid Waste Management District by no later than September 1, 2005. **No extensions will be granted for more than 60 days.** The District does retain the right to deny said extension and request the remittance of any or all grant funds awarded.
16. **ENTIRE AGREEMENT.** This agreement, including Attachments A, B, and C, shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

17. AMENDMENT. This agreement shall not be amended except in writing signed by all parties.

18. VALIDITY OF PROVISIONS. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision or application of a provision shall, to any extent, be judged invalid or unenforceable, the remainder of this Agreement and the application of that provision to the other parties or circumstances shall not be affected.

IN WITNESS WHEREOF, the parties have executed duplicate copies of the Agreement, each of which shall be deemed an original of the date first above-mentioned.

WITNESSES:
Joyce Parks

Janice Strohsch

LORAIN COUNTY SOLID WASTE MANAGEMENT DISTRICT

E.C. Blair

By: E. C. Blair, President
Lorain County Board of Commissioners
(Per County Commissioners Resolution) 04-828

Date: 12/01/04

WITNESSES:
Sharon Pearson

Paula Matick

CITY OF OBERLIN

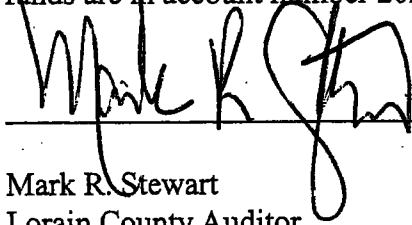
GRANTEE
Robert DiSpirito

By: Representative of Grantee
Robert DiSpirito, CITY MANAGER
Print Name and Title

Date: 12/08/04

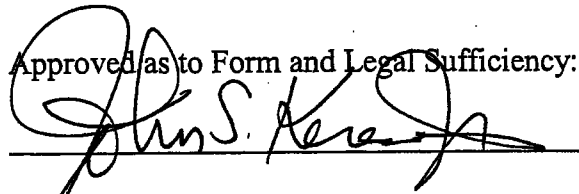
AUDITOR'S CERTIFICATE

Mark R. Stewart, in his capacity as Lorain County Auditor, hereby certifies that sufficient funds are available or in the process of collection for the obligations incurred by the foregoing agreement. These funds are in account number 20201 5302 490802 RECYCLE GRANTS.



Date: 11-6-04

Mark R. Stewart
Lorain County Auditor

Approved as to Form and Legal Sufficiency:


Date: 11-30-04

Gary Bennett
Prosecuting Attorney
Lorain County, Ohio

by: John S. Keressi, Jr.
Assistant Prosecuting Attorney

ATTACHMENT A

**2005 GRANT PROGRAM
Lorain County Solid Waste Management District**

The Grantee shall implement a recycling and/or waste reduction program that shall include activities described in the 2005 Grant application and detailed budget, which such documents, are filed in the Solid Waste office and which are incorporated herein by reference.

GRANTEE: City of Oberlin

ATTACHMENT B
STANDARD CONDITIONS – FY2005 GRANT AGREEMENT

The following standard conditions shall apply to all recipients of Grant Funds (Grantee) provided by the Lorain County Solid Waste Management District (District).

A. Use of Grant Funds

1. Grant funds shall be used only for the purposes and activities described in the Grantee's Grant application as approved by the Lorain County Solid Waste Management District. In the event that funds are used inappropriately or in a manner not approved by the District, this contract shall be terminated and Grant funds returned to the District.
2. Any changes in the approved program design and activities must receive written approval by the Lorain County Solid Waste Management District prior to any expenditure of District Grant funds to implement such changes. Grantee's request for program changes must be submitted in writing by September 30, 2005.
3. Recipients shall name a single person, a recycling program coordinator, who is responsible for program design and implementation as provided in the application for funding.
4. Grant projects shall be paid in three installments. The first payment of 40% will be sent by the end of the first quarter after receipt of the final report of grant activities from the previous year. The second payment of 40% will be sent by the end of the second quarter after review and approval of the first quarterly report. The final payment of 20% will be sent by the end of the third quarter after receipt and approval of the second quarterly report. At the conclusion of the grant period, all grant funds not expended must be returned to the District within 45 days of the grant closeout.

B. Use of Equipment Purchased With Grant Funding

1. The Lorain County Solid Waste Management District reserves the right to control the use of any equipment purchased with Grant funding to ensure that it is used for the appropriate and officially approved purpose(s). The Grantee shall be responsible for maintenance, insurance and liability for equipment purchased with grant funds and may retain possession of the equipment for as long a period of time as the equipment is used for the purposes approved by the District.
2. The grantee shall neither convert any equipment acquired under this grant to uses other than those originally approved by the District nor transfer or sell such equipment without the written approval of the District. In the event that equipment is not used properly or as originally described in the Grant application approved by the District and the Lorain County Board of Commissioners, or is no longer needed, the District reserves the right to act on one or more of the following:
 - a. Grantee must apply in writing to the District to amend or revise its program scope and obtain approval for a modified equipment use; OR
 - b. Grantee may assume ownership of the equipment only after reimbursing the District an amount equivalent to the fair market value of each piece of equipment; OR
 - c. Grantee may transfer the equipment to another political subdivision located within the Lorain County Solid Waste Management District which has agreed to, has applied in writing to the District, and has been approved by the District and the Lorain County Board of Commissioners to utilize the equipment in a manner consistent with the scope of the Lorain County Solid Waste Management Plan; OR
 - d. Grantee may sell the equipment at a fair market value for each piece of equipment and reimburse the District any proceeds from the sale.
3. The Grantee shall maintain records for each piece of equipment acquired under this grant which shall include a description of the equipment, the manufacturer's serial number or other identification number, the acquisition date, the identification of the seller or supplier of the equipment, and a copy of the sales receipt indicating the cost of the equipment.

C. Use of Structures Purchased With Grant Funds

1. The Lorain County Solid Waste Management District reserves the right to control the use of any structure purchased and/or built with Grant funding to ensure that it is used for the appropriate and officially approved purpose(s).
2. Grantee shall neither convert any structures acquired under this grant to uses other than those originally approved by the District nor transfer or sell the real property upon which the structure is located or the structure itself without the written approval of the District. In the event the structure is not used properly or as originally described in the Grant application approved by the District and the Lorain County Board of Commissioners, the District reserves the right to act on one or more of the following:
 - a. Grantee must apply in writing to the District to amend or revise its program scope and obtain approval for the modified structure use; OR
 - b. Grantee must reimburse the District in the full amount of the Grant award; OR
 - c. Grantee may transfer the real property upon which the structure is located, or may dismantle and move the structure, at Grantee's sole expense, to another political subdivision located within the Lorain County Solid Waste Management District that has agreed to, has applied in writing to the District, and has been approved by the District and the Lorain County Board of Commissioners to utilize the structure in a manner consistent with the scope of the Lorain County Solid Waste Management Plan; OR
 - d. Grantee may, with the District's prior written consent, sell the real property upon which the structure is located, or sell the structure itself, and reimburse the District in the full amount of the Grant award.
3. If Grantee should determine that the structure is no longer needed for its originally intended purposes, the approved use or other uses acceptable to the District, ~~use of the structure may cease with no penalty~~ or other consequences to Grantee, provided, however, that written application is first made to the District or its successor organization and the District approves of the discontinuation of such approved use. No such application will be considered favorably for Grantee unless at least five years have passed from the date of the execution of the agreement for the Original Grant Award.

D. Reporting Requirements

1. Grantee shall submit quarterly **Program Status/Financial Reports** by April 30, 2005; July 31, 2005; October 31, 2005; and January 31, 2006. A final program report must be filed upon completion of Grant activity by February 28, 2006. The reports should describe in detail the following:
 - a. Program Description
 - b. Detailed budget
 - c. Quarterly activities
 - d. Amounts of Recyclables or Compost Diverted and Disposal facilities usedThe required forms for these reports will be sent prior to the due date.
2. The Ohio EPA requires each solid waste district to submit status reports to monitor all recycling programs. For this reason, Grantee shall submit a report to the District on the types and quantities of recyclables and/or yard waste collected by calendar year. If the Grantee contracts with outside processors or end users of the Grantee's recyclables, the Grantee is responsible for acquiring this information from the contractor(s). The format for this report is provided as Attachment C and is due at the District office by February 28, 2006 for the calendar year 2005.
3. Grantee must document not only the collection of the recyclables and/or compost, but also that the materials have been transported to a materials recycling facility or intermediate processing center and that the commodities have been sold to end-users. This information should be provided on the form included in Attachment C and part of a thorough marketing plan which provides a record of all processors and/or end markets used to ensure that all materials reach end markets.
4. Grantee shall furnish copies of all education materials and other items printed for the program. A byline should be added to all printed materials recognizing funding from the Lorain County Solid Waste Management District.

E. Curbside Recycling Requirements

1. Communities receiving Grant funds shall mandate, through legislation, that all private haulers providing solid waste collection and disposal service must also provide recycling collection service. A political subdivision may choose to collect and transport the materials itself.
2. Communities selecting a single color-coded bag system to collect commingled recyclables shall require, through legislation, that recyclable materials are transported to a facility that can separate recyclables from solid waste and provide proof that the materials are recycled.
3. Political subdivisions choosing to collect separated recyclables (i.e., glass in one bin, plastic in another, etc.) may deal directly through brokers or end-users to market their materials and may receive revenues from the sale of those materials.
4. Each community is responsible for the development and implementation of its own program.

F. Education and Awareness

The Lorain County Solid Waste Plan requires each political subdivision participating in the grant program to include a comprehensive waste reduction and recycling education and public awareness program. Program design options are listed in the Plan.

G. Procurement Policy

The Lorain County Solid Waste Plan requires each political subdivision participating in a District grant program to establish a procurement policy, which favors the purchase of recycled and recyclable products, including a 10 percent price premium to be paid by the purchaser. This policy shall be effected through legislation passed by the local government in 1994, or during 1995 at the latest, with a copy forwarded to the Lorain County Solid Waste Management District office.

H. Grantee Financial Management

1. Grantee shall establish a separate account for the grant funds received under this agreement.
2. Grantee shall establish fiscal control and accounting practices to ensure proper disbursement of and accounting for all grant funds. This responsibility applies to all third party agreements, sub grants and contracts.
3. Grantee shall provide an official accounting of all funds, indicating the specific use of each expenditure as well as any unused funds.
4. Accounting procedures shall provide for an accurate and timely recording of receipt of funds by source and expenditures made from such funds and unexpended balances. Controls shall be established to ensure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate, including receipts for all purchases and charges. Grantee shall maintain all records in a manner, which will provide an audit trail to all expenditures.
5. The District reserves the right to perform an audit of the Grantee's Grant program. Grantee shall make available, at any time deemed reasonable by the District, all records and accounts for review or audit by Lorain County, State of Ohio or District officials. Failure of the Grantee to produce such records and accounts for review or audit shall be cause for immediate termination of the grant award and agreement and the cessation of payment of all future funds. In such event, Grantee shall also be liable to the District for the return of all funds made under the Grant award.
6. All unused funds must be Returned to the District.

I. Third Party Agreements

1. The Grantee may enter into contracts for eligible purposes as identified in its approved budget. Where they have not been so specified, the Grantee shall obtain prior written approval from the District before awarding any contract.
2. The Grantee shall abide by its own local procurement regulations or standards in contract agreements provided that the standards set forth in this Agreement are adhered to in such procurement procedures.
3. The Grantee shall retain ultimate responsibility for the grant program and its administration, including the submittal of all required reports and documents. Contractors shall be bound by these conditions and all other grant conditions applicable under this Agreement in the conduct of the approved program including the District's right of access to and inspection of any related records, books, and facilities, and use and disposition of any funded equipment or structures, and Equal Employment Opportunities guidelines.

J. Facility Siting

1. The Lorain County Solid Waste Management Plan, in Chapter II, provides significant detail on the District's siting strategy for new solid waste management facilities. The Solid Waste Management Plan as currently written, the Lorain County Board of Commissioners shall appoint a Siting Advisory Committee to ensure that solid waste facilities conform with the Lorain County Solid Waste Management Plan; that the proposed solid waste management facility complies with all state, local, and federal laws and regulations; and that the facility is located to minimize environmental and other socio-economic impacts to the surrounding community.
2. If the above conditions are not satisfied, the Siting Advisory Committee shall become involved. In this case, each proposed facility owner/operator must submit an application to the Siting Advisory Committee, which shall provide the Lorain County Board of Commissioners a recommendation to approve or disapprove each application submitted for review. Applicants for solid waste facilities shall meet with the Siting Advisory Committee throughout the permit review process to discuss community concerns and regulatory requirements. Public meetings must also be held with regard to facility siting.
3. Composting facilities must receive approval from the Lorain County Board of Commissioners.

K. Equipment/Facility Insurance and Maintenance

1. The Grantee shall maintain sufficient insurance on any equipment and/or property on which grant funds have been expended, to cover re-establishing the physical plant of the operation in the event of fire, theft, or other destructive occurrence. Further, the Grantee shall maintain compliance with any and all directives given by health, safety or fire officials resulting from regular or special inspections by said agencies.
2. The Grantee shall maintain sufficient liability insurance on any equipment and/or property on which grant funds have been expended and save the District and its representatives, Lorain County Board of Commissioners and their representatives harmless.
3. The Grantee shall be responsible for maintaining and repairing all equipment purchased and facility site established with District funding.

L Site Inspections

The District shall have the right to inspect the Grantee's operations and site at any time deemed reasonable by the District. The purpose of any such inspection shall be to review program progress and discuss any difficulties encountered during program implementation, to receive recommendations or requests for program changes, and to provide technical assistance as requested. Records and documents pertaining to the Grant program shall be made available at any reasonable time for review and/or audit by Lorain County, State of Ohio, or District officials.

ATTACHMENT C

WASTE REDUCTION & RECYCLING REPORT

The Ohio Administrative Code [3734-29-02 (C)] stipulates that solid waste management districts must submit status reports to the Ohio EPA, which will monitor all recycling and waste reduction programs on an annual basis. Please list all of your recyclable materials and yard waste received and sold or delivered for recycling during 2005. This form must be returned to the District no later than February 28, 2006.

Grantee: City of Oberlin

RE: FY2005 Reporting Period: January 1, 2005 To December 31, 2005

I. Recycling Statistics

<u>TYPE OF MATERIAL</u>	<u>TONS</u>	<u>TYPE OF MATERIAL</u>	<u>TONS</u>
<u>ALUMINUM</u>	<u> </u>	<u>WHITE GOODS</u>	<u> </u>
<u> CANS</u>	<u> </u>	<u>WOOD</u>	<u> </u>
<u> FOIL</u>	<u> </u>	<u>NON-HAZARDOUS</u>	<u> </u>
<u> OTHER</u>	<u> </u>	<u> CHEMICALS</u>	<u> </u>
<u>BI-METAL CANS</u>	<u> </u>	<u>PLASTICS</u>	<u> </u>
<u>GLASS</u>	<u> </u>	<u> HDPE</u>	<u> </u>
<u> BROWN</u>	<u> </u>	<u> PETE</u>	<u> </u>
<u> CLEAR</u>	<u> </u>	<u> POLYSTYRENE</u>	<u> </u>
<u> GREEN</u>	<u> </u>	<u> PVC</u>	<u> </u>
<u>OTHER METALS</u>	<u> </u>	<u> OTHER</u>	<u> </u>
<u> STEEL</u>	<u> </u>	<u>PAPER</u>	<u> </u>
<u> FERROUS</u>	<u> </u>	<u> NEWS</u>	<u> </u>
<u> NO-FERROUS</u>	<u> </u>	<u> OFFICE</u>	<u> </u>
<u>CONCRETE</u>	<u> </u>	<u> COMPUTER</u>	<u> </u>
<u>FABRIC</u>	<u> </u>	<u> MIXED</u>	<u> </u>
<u>CORRUGATED</u>	<u> </u>	<u>OTHER (specify)</u>	<u> </u>
<u> CARDBOARD</u>	<u> </u>	<u> </u>	<u> </u>
<u>WASTE TIRES</u>	<u> </u>	<u> </u>	<u> </u>
		<u>TOTAL</u>	<u> </u>