

APPENDIX M

Landfill Designation Agreement/MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
LORAIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
And
ERIE COUNTY SOLID WASTE DISTRICT

This **Memorandum Of Understanding** (the "Agreement") is made as of the date of the latest signature set forth below (the "Effective Date"), by the BOARD OF COMMISSIONERS OF LORAIN COUNTY, OHIO (the "Board"), acting in its capacity as the board of the directors of the LORAIN COUNTY SOLID WASTE MANAGEMENT DISTRICT (the "District"), with offices located at 226 Middle Avenue, Elyria, Ohio 44035, and ERIE COUNTY SOLID WASTE DISTRICT ("Erie County"), whose mailing address is 554 River Road, Huron, OH 44839, for themselves and on behalf of their heirs, personal representatives, successors and assigns. The District and Erie County may hereinafter each be referred to as a "Party" or collectively as the "Parties."

1. PURPOSE

The District is a solid waste management district established pursuant to Chapter 343 of the Ohio Revised Code for the purposes of preparing, adopting, and implementing a solid waste management plan for the District, pursuant to Sections 3734.52 *et seq.* of the Ohio Revised Code. The District's solid waste management plan, ratified September 8, 2015 (the "Plan"), establishes solid waste facility designations where all solid waste generated within Lorain County must be delivered to a facility within Lorain County unless a waiver has been granted by the Board. Despite the designations, certain residents of Lorain County dispose of solid waste generated within Lorain County at the Erie County Landfill, located at 10102 Hoover Road, Milan, Ohio 44846 (the "Facility"). The District and Erie County have a long standing agreement in which Erie County remits \$2 (two dollars) per ton for solid waste generated in Lorain County, yet disposed of at the Facility. This Agreement will memorialize Erie County's commitment to remit monthly \$2 (two dollars) per ton for solid waste generated in Lorain County and disposed of in Erie County.

2. DEFINITION OF SOLID WASTE

The term "solid waste" shall have the same meaning as Ohio Revised Code Section 3734.01 (E), but shall not include any material that is an infectious waste or a hazardous waste.

3. TERM

This Agreement shall commence on the last day of execution by the Parties, and shall continue for five (5) years unless either Party provides written notice sixty (60) days prior to the expiration of term then in effect.

4. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without prior written consent of the other Party.

5. NOTICE

Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to:

For the Lorain County Solid Waste Mangement District:

Director, Lorain County Solid Waste Mangement District
226 Middle Avenue, Elyria, Ohio 44035

For the Erie County Solid Waste Mangement District:

Director, Erie County Solid Waste Management District
554 River Road
PO BOX 469
Huron, Ohio 44839

Any change in address must be given in a like manner.

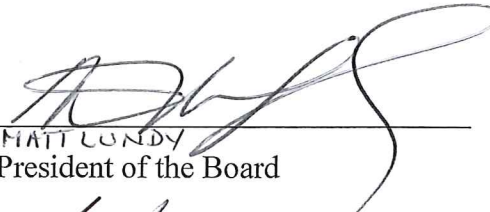
6. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their authorized representatives effective on the day and year last written below.

BOARD OF COUNTY COMMISSIONERS OF LORAIN COUNTY, OHIO

By: _____


MATT LUNDY
President of the Board


By: _____


TED KALO
Commissioner

By: _____


LORI KOKOSKI
Commissioner

By: _____


GERALD A. JONES
Lorain County Assistant Prosecutor

Date: _____

12-7-16

BOARD OF DIRECTORS OF THE ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT, OHIO

By: _____



By: _____



By: _____

Absent

Date: _____

9/29/16

Wood County Solid Waste Management District

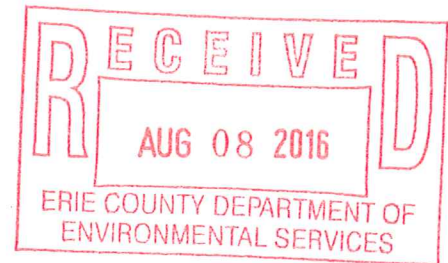
Kelly O'Boyle, Assistant County Administrator

A department under the Board of County Commissioners
Doris I. Herringshaw, Ed.D. • Craig LaHote • Joel M. Kuhlman



August 1, 2016

Erie County Landfill
C/O Ms. Lisa Beursken
P.O. Box 469
Huron, Ohio 44839



Dear Ms. Beursken:

Enclosed is the designation renewal agreement between the Board of Wood County Commissioners (Board) and Adrian Landfill. A copy of the original agreement, which is in effect until September 30, 2016, is also enclosed for your reference.

With assistance from our attorneys at Eastman & Smith, the agreement has been extended and includes language to allow for a renewal term of five years after the new expiration date on September 30, 2021. No other significant changes to content were made.

Please complete the contractor's signature section on the last page and return the renewal agreement to this office. A copy of the final executed agreement will be sent to you following signatures from the Board.

Also enclosed is a revised fee submittal form which we respectfully request be completed monthly and submitted even if no Wood County tonnage is received; you are welcome to email the "zero remittance" form to Ms. Patti Bowsher, District Office Manager, at pbowsher@co.wood.oh.us.

If you have any questions regarding the renewal agreement, please feel free to call me at 419-354-9100 or email me at koboyle@co.wood.oh.us.

Thank you for your attention to this matter.

Sincerely,

BY THE ORDER OF THE BOARD OF COUNTY
COMMISSIONERS, WOOD COUNTY, OHIO

A handwritten signature in blue ink, appearing to read "Kelly O'Boyle".

Kelly O'Boyle
Assistant County Administrator

KCO/psb

Enclosures

cc: File

i:\solid waste management district\designation renewal 2016\facility.agmtsign.ltr.7.2016.doc

DESIGNATION AGREEMENT

THIS AGREEMENT made and entered into as of the 29 day of September, 2016, by and between the Board of County Commissioners of Wood County, Ohio, acting in their capacity as the Board of Directors of the WOOD COUNTY SOLID WASTE MANAGEMENT DISTRICT (the "Board") organized and existing under the Constitution and laws of the State of Ohio, with offices located at One Courthouse Square Bowling Green, Ohio 43402 (the "District") and, the Erie County Solid Waste Board, whose mailing address is 2900 Columbus Avenue, Sandusky, Ohio 44870 (the "Contractor").

WITNESSETH:

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

WHEREAS, on March 28, 2011, the Director of the Ohio Environmental Protection Agency (the "Director") officially approved the District's most recently amended solid waste management plan (the "Plan"); and

WHEREAS, the Plan expressly authorizes the Board to establish facility designations pursuant to Sections 343.01(I)(2) and 343.014 of the Ohio Revised Code; and

WHEREAS, pursuant to the District's Plan, in 2011 the Board followed the process set forth in Section 343.014 of the Ohio Revised Code and designated any qualified solid waste disposal or transfer facility that applied to the Board for designation to receive solid waste generated within the District, provided that such facility entered into a "Designation Agreement" with the Board; and

WHEREAS, the Contractor owns and operates a solid waste facility (the "Solid Waste Facility") located at 10101 Hoover Road, Milan, Ohio 44846, which the Board previously designated as available for the disposal or transfer of solid waste generated within the District through a Designation Agreement; and

WHEREAS, prior to the expiration of the current Designation Agreement on September 30, 2016, the Contractor and the Board desire to enter into a renewed Designation Agreement to continue such designation on the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the promised and mutual covenants contained herein, the parties fully incorporate the foregoing recitals and further agree as follows:

Section 1. The Board designates the Solid Waste Facility pursuant to the Plan and Sections 343.01(I)(2) and 343.014 of the Ohio Revised Code as a solid waste facility authorized

to receive solid waste that is generated within the District for disposal or transfer. It is the understanding of the parties hereto that:

- A. Pursuant to Section 343.01(I)(2) of the Ohio Revised Code, solid waste generated within the District may be delivered only to a solid waste disposal or transfer facility designated by the Board, unless a waiver has been granted by the Board.
- B. In addition to the Solid Waste Facility, the Board may designate other solid waste disposal or transfer facilities to receive solid waste generated within the District; and
- C. The Board and the District do not intend to require any person, municipal corporation, township, or other political subdivision located within the District, to deliver or cause to be delivered any solid wastes to any particular designated solid waste facility.

Section 2. The Contractor shall not discriminate against solid waste generated within the District with respect to the posted rates charged by the Solid Waste Facility (exclusive of all State, Local and District Fees, and any future government applied taxes, surcharges, District Fees and host community fees) for the disposal, transfer or processing of solid waste received at the Solid Waste Facility.

Section 3. The Contractor agrees to pay to the District a monthly Designation Fee of Two and 00/100 Dollars per ton (\$2.00/ton) for each ton of solid waste generated within the District delivered to the Solid Waste Facility at the point of first delivery after the solid waste is removed from the generator's premises. The Contractor shall forward to the District each month, on or before the twentieth day of the month, the amount of the Designation Fees to be paid on the tonnage of solid waste generated within the District that the Solid Waste Facility received during the preceding month. If the Solid Waste Facility does not have weight scales for measuring the amount of solid waste delivered to the Solid Waste Facility, the amount of Designation Fees to be paid by the Contractor shall be computed on the basis of three (3) cubic yards equals one (1) ton of solid waste.

The District shall have the right to increase or decrease the amount of the Designation Fee payable hereunder; provided, however, that any such increase or decrease of the Designation Fee shall be applied uniformly to all solid waste facilities designated by the District. The District shall provide the Contractor with at least thirty (30) days' advance written notice before any increase or decrease of the Designation Fee goes into effect.

Section 4. If the Contractor's facility pays a disposal fee levied by the District pursuant to Section 3734.57(B)(1) of the Ohio Revised Code on solid waste generated within the District at a facility located within the District, then the Contractor's payment of the Section 3734.57(B)(1) disposal fee levied by the District shall offset the Contractor's obligation to pay the Designation Fee under Section 3, above, for the solid waste that was subject to the District's disposal levy. (For example, if the District's Designation Fee is Two and 00/100 Dollars per ton (\$2.00/ton) and the

District's disposal fee is Two and 00/100 Dollars per ton (\$2.00/ton), the Contractor's payment of the disposal fee relieves the Contractor from payment of the Designation Fee. If the District's Designation Fee is Three and 00/100 Dollars per ton (\$3.00/ton) and the District's disposal fee is Two and 00/100 Dollars per ton (\$2.00/ton), the Contractor would be obligated to pay the disposal fee of Two and 00/100 Dollars per ton (\$2.00/ton) and a Designation Fee of One and 00/100 Dollar per ton (\$1.00/ton)).

The District reserves the right to change the amount of disposal fee it levies pursuant to Section 3734.57(B)(1).

Section 5. For purposes of this Designation Agreement, "solid waste" shall have the same meaning as Section 3734.01(E), including but not limited to, automotive shredder residue, pulverized construction and demolition debris, and petroleum contaminated soil.

Section 6. The Contractor shall forward to the District a fully completed Designation Fee Certification Statement, a copy of which is attached hereto as Appendix A and fully incorporated herein by reference, at the same time the Contractor forwards payment of the Designation Fee.

Section 7. The Contractor shall operate and maintain the Solid Waste Facility in compliance with state and federal environmental regulations applicable to the site where the Solid Waste Facility is located.

Section 8. The Contractor shall permit representatives of the District, at the District's sole expense, to inspect and obtain copies of daily log sheets that are maintained by the Solid Waste Facility for incoming and outgoing solid waste as required by Ohio EPA (or, if the facility is not located within Ohio, such other state environmental agency having jurisdiction over the location of the Solid Waste Facility). Any such inspection or copying requested by the District shall be conducted during the Solid Waste Facility's normal business hours and the District shall give the Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the District requests copies of daily log sheets, the Contractor agrees to make such copies available to the District within a reasonable time and may charge the District not more than ten cents (\$0.10) per page for providing the copies.

Section 9. In the event of the breach of this Agreement by the Contractor, the Contractor shall, upon written notice from the District describing the breach, proceed to promptly remedy such breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the District may at anytime thereafter (regardless of whether the Contractor cures such breach following the expiration of the thirty (30) day cure period) terminate this Agreement and the designation of the Solid Waste Facility as a designated facility in the District's Plan. Nothing in this Agreement shall be construed to create a right to or remedy in money damages for the District based on any allegedly excessive disposal rate charged to any municipal corporation, township or other local political subdivision or agency or any individual, corporation, partnership, association or other entity that delivers solid waste to the Solid Waste Facility. The District and the Contractor shall also have the right to terminate this Agreement and

the designation of the Solid Waste Facility in the District's Plan for any reason or for no reason, upon providing ninety (90) days advance notice in writing to the other party.

Section 10. This Agreement will terminate on September 30, 2021, unless terminated earlier pursuant to the terms provided in Section 9, above; or unless written notice of an intent to renew this Agreement under the same terms and conditions for another five (5) year term is delivered by the District to the Contractor, prior to the termination date herein.

Section 11. This Agreement may be assigned by the Contractor to any successor in interest at the Solid Waste Facility with the consent of the District, which consent shall not be unreasonably withheld.

Section 12. Written notice required to be given under this Designation Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Wood County Solid Waste Management District, One Courthouse Square, Fifth Floor, Bowling Green, OH 43402, and to Lisa Beursken, Erie County Solid Waste Management District, P.O. Box 469 Huron, Ohio 44839. Any change in address must be given in like manner.

Section 13. This Agreement represents the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

Section 14. No waiver, discharge or renunciation of any claim or right of the District arising out of breach of this Agreement by the Contractor shall be effective unless in writing and signed by the Board.

Section 15. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Any action regarding this Agreement shall be brought in a court of competent jurisdiction in Wood County, Ohio.

Section 16. Nothing hereby shall be construed as creating any personal liability on the part of any officer or agent of the Board or District.

Section 17. If any provision of this Agreement is in any way unenforceable, such provision shall be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

Section 18. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assignees of each.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 29th day of September, 2016.

BOARD OF COMMISSIONERS
OF WOOD COUNTY, OHIO

Donb J. Herringham
Craig R.
Jenkins

CONTRACTOR (insert name)

Erie County Board

By: Thomas J. Penel

Its: _____

Date: 9/29/16

Approved as to Form:

PAW
Paul A. Dobson
Wood County Prosecuting Attorney

Date: 7/18/16

Wood County Solid Waste Management District

CONTRACT FEE FORM

Established 10/2011

Revised 2/2016



Facility Name: _____

Ohio ID Number: _____

For the Month of: _____

\$2.00 per ton for disposal of solid waste generated within the Wood County Solid Waste Management District and delivered to the facility listed above.

Total tonnage _____

Total Amount Submitted \$ _____

I hereby certify that the above statements are true and correct.

Authorized Signature _____

Printed Name & Title _____

Date _____

The above fee should be mailed to: Wood County Solid Waste Management District
One Courthouse Square, 5th Floor
Bowling Green, Ohio 43402

If you have questions regarding this form or the contract fee for the Wood County Solid Waste Management District, please contact Patti Bowsher, Office Manager, Wood County Solid Waste Management District at 419-354-9297.

Thank you.

DESIGNATION AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of _____, 2016, by and between the Board of County Commissioners of Wood County, Ohio, acting in their capacity as the Board of Directors of the WOOD COUNTY SOLID WASTE MANAGEMENT DISTRICT (the "Board") organized and existing under the Constitution and laws of the State of Ohio, with offices located at One Courthouse Square Bowling Green, Ohio 43402 (the "District") and, the Erie County Solid Waste Board, whose mailing address is 2900 Columbus Avenue, Sandusky, Ohio 44870 (the "Contractor").

WITNESSETH:

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

WHEREAS, on March 28, 2011, the Director of the Ohio Environmental Protection Agency (the "Director") officially approved the District's most recently amended solid waste management plan (the "Plan"); and

WHEREAS, the Plan expressly authorizes the Board to establish facility designations pursuant to Sections 343.01(I)(2) and 343.014 of the Ohio Revised Code; and

WHEREAS, pursuant to the District's Plan, in 2011 the Board followed the process set forth in Section 343.014 of the Ohio Revised Code and designated any qualified solid waste disposal or transfer facility that applied to the Board for designation to receive solid waste generated within the District, provided that such facility entered into a "Designation Agreement" with the Board; and

WHEREAS, the Contractor owns and operates a solid waste facility (the "Solid Waste Facility") located at 10101 Hoover Road, Milan, Ohio 44846, which the Board previously designated as available for the disposal or transfer of solid waste generated within the District through a Designation Agreement; and

WHEREAS, prior to the expiration of the current Designation Agreement on September 30, 2016, the Contractor and the Board desire to enter into a renewed Designation Agreement to continue such designation on the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the promised and mutual covenants contained herein, the parties fully incorporate the foregoing recitals and further agree as follows:

Section 1. The Board designates the Solid Waste Facility pursuant to the Plan and Sections 343.01(I)(2) and 343.014 of the Ohio Revised Code as a solid waste facility authorized

District's disposal fee is Two and 00/100 Dollars per ton (\$2.00/ton), the Contractor's payment of the disposal fee relieves the Contractor from payment of the Designation Fee. If the District's Designation Fee is Three and 00/100 Dollars per ton (\$3.00/ton) and the District's disposal fee is Two and 00/100 Dollars per ton (\$2.00/ton), the Contractor would be obligated to pay the disposal fee of Two and 00/100 Dollars per ton (\$2.00/ton) and a Designation Fee of One and 00/100 Dollar per ton (\$1.00/ton)).

The District reserves the right to change the amount of disposal fee it levies pursuant to Section 3734.57(B)(1).

Section 5. For purposes of this Designation Agreement, "solid waste" shall have the same meaning as Section 3734.01(E), including but not limited to, automotive shredder residue, pulverized construction and demolition debris, and petroleum contaminated soil.

Section 6. The Contractor shall forward to the District a fully completed Designation Fee Certification Statement, a copy of which is attached hereto as Appendix A and fully incorporated herein by reference, at the same time the Contractor forwards payment of the Designation Fee.

Section 7. The Contractor shall operate and maintain the Solid Waste Facility in compliance with state and federal environmental regulations applicable to the site where the Solid Waste Facility is located.

Section 8. The Contractor shall permit representatives of the District, at the District's sole expense, to inspect and obtain copies of daily log sheets that are maintained by the Solid Waste Facility for incoming and outgoing solid waste as required by Ohio EPA (or, if the facility is not located within Ohio, such other state environmental agency having jurisdiction over the location of the Solid Waste Facility). Any such inspection or copying requested by the District shall be conducted during the Solid Waste Facility's normal business hours and the District shall give the Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the District requests copies of daily log sheets, the Contractor agrees to make such copies available to the District within a reasonable time and may charge the District not more than ten cents (\$0.10) per page for providing the copies.

Section 9. In the event of the breach of this Agreement by the Contractor, the Contractor shall, upon written notice from the District describing the breach, proceed to promptly remedy such breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the District may at anytime thereafter (regardless of whether the Contractor cures such breach following the expiration of the thirty (30) day cure period) terminate this Agreement and the designation of the Solid Waste Facility as a designated facility in the District's Plan. Nothing in this Agreement shall be construed to create a right to or remedy in money damages for the District based on any allegedly excessive disposal rate charged to any municipal corporation, township or other local political subdivision or agency or any individual, corporation, partnership, association or other entity that delivers solid waste to the Solid Waste Facility. The District and the Contractor shall also have the right to terminate this Agreement and

**BOARD OF COMMISSIONERS
OF WOOD COUNTY, OHIO**

CONTRACTOR (insert name)

By: _____

Its: _____

Date: _____

Approved as to Form:



Paul A. Dobson
Wood County Prosecuting Attorney

Date: 7/18/16

DESIGNATION AGREEMENT

THIS AGREEMENT made and entered into as of the 25th day of August, 2011, by and between the Board of County Commissioners of Wood County, Ohio, acting in their capacity as the Board of Directors of the WOOD COUNTY SOLID WASTE MANAGEMENT DISTRICT (the "Board") organized and existing under the Constitution and laws of the State of Ohio, with offices located at One Courthouse Square Bowling Green, Ohio 43402 (the "District") and, Eric County Solid Waste Board, whose mailing address is 2900 Columbus Ave Sycusky, OH 44870 (the "Contractor").

WITNESSETH:

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

WHEREAS, on March 28, 2011, the Director of the Ohio Environmental Protection Agency (the "Director") officially approved the District's amended solid waste management plan (the "Plan"); and

WHEREAS, the Plan expressly authorizes the Board to establish facility designations pursuant to Sections 343.01(I)(2) and 343.014 of the Ohio Revised Code; and

WHEREAS, the District intends to invite any solid waste disposal or transfer facility that wants to be designated by the Board as a facility that may receive solid waste generated within the District to enter into a designation agreement with the Board pursuant to the District's Plan and Section 343.014 of the Ohio Revised Code; and

WHEREAS, the Contractor owns and operates a solid waste facility (the "Solid Waste Facility") located at 10101 Hoover Rd Milan, OH, which the Contractor desires to make available for the disposal or transfer of solid waste generated within the District.

NOW, THEREFORE, in consideration of the promised and mutual covenants contained herein, the parties fully incorporate the foregoing recitals and further agree as follows:

Section 1. The District designates the Solid Waste Facility pursuant to the Plan and Sections 343.01(I)(2) and 343.014 as a solid waste facility authorized to receive solid waste that is generated within the District for disposal or transfer. It is the understanding of the parties hereto that:

- A. Pursuant to Section 343.01(I)(2) of the Ohio Revised Code, solid waste generated within the District may be delivered only to a solid waste

Section 6. The Contractor shall forward to the District a fully completed Designation Fee Certification Statement, a copy of which is attached hereto as Appendix A and fully incorporated herein by reference, at the same time the Contractor forwards payment of the Designation Fee.

Section 7. The Contractor shall operate and maintain the Solid Waste Facility in compliance with state and federal environmental regulations applicable to the site where the Solid Waste Facility is located.

Section 8. The Contractor shall permit representatives of the District, at the District's sole expense, to inspect and obtain copies of daily log sheets that are maintained by the Solid Waste Facility for incoming and outgoing solid waste as required by Ohio EPA (or, if the facility is not located within Ohio, such other state environmental agency having jurisdiction over the location of the Solid Waste Facility). Any such inspection or copying requested by the District shall be conducted during the Solid Waste Facility's normal business hours and the District shall give the Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the District requests copies of daily log sheets, the Contractor agrees to make such copies available to the District within a reasonable time and may charge the District not more than ten cents (\$0.10) per page for providing the copies.

Section 9. In the event of the breach of this Agreement by the Contractor, the Contractor shall, upon written notice from the District describing the breach proceed promptly to remedy such breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the District may at anytime thereafter (regardless of whether the Contractor cures such breach following the expiration of the thirty (30) day cure period) terminate this Agreement and the designation of the Solid Waste Facility as a designated facility in the District's Plan. Nothing in this Agreement shall be construed to create a right to or remedy in money damages for the District based on any allegedly excessive disposal rate charged to any municipal corporation, township or other local political subdivision or agency or any individual, corporation, partnership, association or other entity that delivers solid waste to the Solid Waste Facility. The District and the Contractor shall also have the right to terminate this Agreement and the designation of the Solid Waste Facility in the District's Plan for any reason or for no reason, upon providing ninety (90) days advance notice in writing to the other party.

Section 10. This Agreement will terminate on September 30, 2016, unless terminated earlier pursuant to the terms provided herein.

Section 11. This Agreement may be assigned by the Contractor to any successor in interest at the Solid Waste Facility with the consent of the District, which consent shall not be unreasonably withheld.

Section 12. Written notice required to be given under this Designation Agreement shall be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to Ken Rieman, Director, Wood County Solid Waste Management District, 639 S. Dunbridge Road, Suite 3, Bowling Green, OH 43402, and to Lisa Beursken



Dave Yost
Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140
(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: Erie County Solid Waste Board

Date: 08/30/2011

This search produced the following list of possible matches:

6 Possible matches were found

Name/Organization	Address
American, Aida	902 Canfield Rd. Youngstown, OH 44511
Derikito, Mary Beth	44640 New London Eastern Rd. Sullivan, OH 44880
Ministerial Day Care Association	, OH
Ministerial Day Care Association	11955 Shaker Blvd. Cleveland, OH 44120
Veritas Cesar Chavez Academy	c/o 1812 Central Parkway Cincinnati, OH 45214
Veritas Gifted Academy	, OH

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

fw