

RESOLUTION APPROVING 2021 SOLID WASTE DISTRICT GRANT AGREEMENTS WITH VARIOUS ENTITIES FOR RECYCLING ACTIVITIES FOR 2021

WHEREAS, The following 2021 Solid Waste District Grant Agreements have been presented for the approval of the Ashtabula County Solid Waste District Board, to-wit:

Purpose: to provide funding for recycling activities

Term: January 1, 2021 thru December 31, 2021

Entities	Amounts:
Pierpont Township	\$1,949.00
Dorset Township	\$701.00
Village of North Kingsville	\$1,506.00
Harpersfield Township	\$2,561.00
Williamsfield Township	\$1,243.00; now

THEREFORE, BE IT RESOLVED, By the Board of Directors of the Ashtabula County Solid Waste District that the above noted agreement between the Board Ashtabula County Solid Waste District and the entities listed above for recycling activities during the 2021 calendar year are hereby approved in accordance with a copy of said agreements now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-5SW

December 28, 2021

**RESOLUTION APPROVING 2021 SOLID WASTE DISTRICT GRANT AGREEMENTS
WITH VARIOUS ENTITIES FOR RECYCLING ACTIVITIES**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

2021 SOLID WASTE DISTRICT GRANT AGREEMENT

This agreement is made and entered into between the Ashtabula County Solid Waste Management District, herein referred to as the "District" and Dorset Township, herein referred to as the "Grantee."

WHEREAS, the Grantee has made application to the District for grant funds to initiate or expand recycling activities; and

WHEREAS, the District's Board of Directors, upon the recommendation and advice of the District's Policy Committee has approved funding in the amount of \$701.00;

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

That the District hereby awards the Grantee the sum of \$701.00, for the purpose of reimbursement for approvable incurred costs related to a recycling program consisting of the approved and/or the conditioned activities specified in the Grantee's proposal, which is hereby made a part of this agreement, and the costs as specified in the approved budget, which is hereby made a part of this agreement.

The Grantee shall provide a match of twenty-five percent (25%) of the total amount of the grant award, unless otherwise specified. The match will include at least ten percent (10%) cash. If the Grantee provides a match in in-kind services, such services must be fully documented by the Grantee to the satisfaction of the District.

The Grantee shall use this award as reimbursement only for items included in the approved budget. Costs incurred by the Grantee for items not included in the budget will not be approved for reimbursement. The Grantee shall obtain 100% of the grant funds awarded within 30 days of the contract signing date.

The Grantee agrees to release, indemnify, and hold harmless the District from any and all claims, demands, or causes of action which are or may be asserted against the District arising from the operation of the recycling, composting and/or waste reduction program(s) included in the proposal, or the use, operation, or maintenance of any equipment or other articles purchased with funds provided by the District.

Either party may terminate this agreement by giving the other party thirty days notice. In the event of termination, the Grantee shall not incur any new obligations, shall make a good faith effort to cancel any outstanding obligations if possible, and shall be paid only for any noncancelable expenditures properly made prior to notice of termination. The funding of this agreement is contingent upon the District having an approved solid waste management plan.

IN WITNESS WHEREOF, the parties have executed this agreement as of this
6th day of December, 2021.

Jimmy d. Klassen
Witness

Approved as to legal form:
Colleen M. O'Toole
Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor

**Ashtabula County
Solid Waste Management District**

Kathleen
[Signature]
[Signature]
[Signature] 12-35-21
Grantee
Robert J. O'Leary
Duffy A. O'Leary
Ron Vitay

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

NWS 2015.001.110-601; not to exceed \$701.00

Agreement Title: 2021 Solid Waste District Grant Agreement

Between: Dorset Township and Ashtabula County Solid Waste
Management District



David Thomas
Ashtabula County Auditor

Date: 12-20-21

2021 SOLID WASTE DISTRICT GRANT AGREEMENT

This agreement is made and entered into between the Ashtabula County Solid Waste Management District, herein referred to as the "District" and Harpersfield Township, herein referred to as the "Grantee."

WHEREAS, the Grantee has made application to the District for grant funds to initiate or expand recycling activities; and

WHEREAS, the District's Board of Directors, upon the recommendation and advice of the District's Policy Committee has approved funding in the amount of \$2,561.00;

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

That the District hereby awards the Grantee the sum of \$2,561.00, for the purpose of reimbursement for approvable incurred costs related to a recycling program consisting of the approved and/or the conditioned activities specified in the Grantee's proposal, which is hereby made a part of this agreement, and the costs as specified in the approved budget, which is hereby made a part of this agreement.

The Grantee shall provide a match of twenty-five percent (25%) of the total amount of the grant award, unless otherwise specified. The match will include at least ten percent (10%) cash. If the Grantee provides a match in in-kind services, such services must be fully documented by the Grantee to the satisfaction of the District.

The Grantee shall use this award as reimbursement only for items included in the approved budget. Costs incurred by the Grantee for items not included in the budget will not be approved for reimbursement. The Grantee shall obtain 100% of the grant funds awarded within 30 days of the contract signing date.

The Grantee agrees to release, indemnify, and hold harmless the District from any and all claims, demands, or causes of action which are or may be asserted against the District arising from the operation of the recycling, composting and/or waste reduction program(s) included in the proposal, or the use, operation, or maintenance of any equipment or other articles purchased with funds provided by the District.

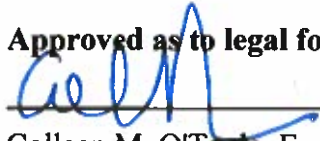
Either party may terminate this agreement by giving the other party thirty days notice. In the event of termination, the Grantee shall not incur any new obligations, shall make a good faith effort to cancel any outstanding obligations if possible, and shall be paid only for any noncancelable expenditures properly made prior to notice of termination. The funding of this agreement is contingent upon the District having an approved solid waste management plan.

IN WITNESS WHEREOF, the parties have executed this agreement as of this 28th day of December, 2021.



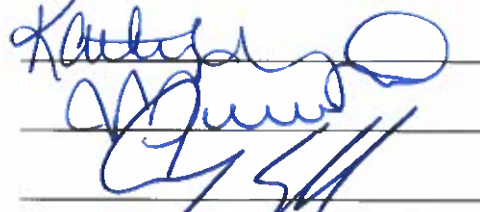
Witness

Approved as to legal form:

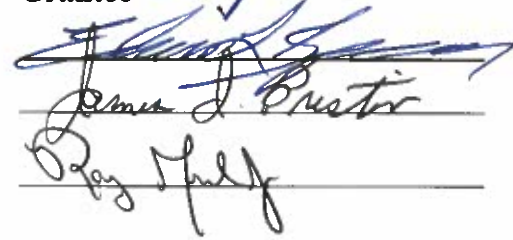


Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor

**Ashtabula County
Solid Waste Management District**



Grantee



James J. Prester
Ray Gully

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

NWS 2015.001.110-601; not to exceed \$2,561.00

Agreement Title: 2021 Solid Waste District Grant Agreement

Between: Harpersfield Township and Ashtabula County Solid Waste
Management District



David Thomas
Ashtabula County Auditor

Date: 12-20-21

2021 SOLID WASTE DISTRICT GRANT AGREEMENT

This agreement is made and entered into between the Ashtabula County Solid Waste Management District, herein referred to as the "District" and Pierpont Township, herein referred to as the "Grantee."

WHEREAS, the Grantee has made application to the District for grant funds to initiate or expand recycling activities; and

WHEREAS, the District's Board of Directors, upon the recommendation and advice of the District's Policy Committee has approved funding in the amount of \$1,949.00;

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

That the District hereby awards the Grantee the sum of \$1,949.00, for the purpose of reimbursement for approvable incurred costs related to a recycling program consisting of the approved and/or the conditioned activities specified in the Grantee's proposal, which is hereby made a part of this agreement, and the costs as specified in the approved budget, which is hereby made a part of this agreement.


The Grantee shall provide a match of twenty-five percent (25%) of the total amount of the grant award, unless otherwise specified. The match will include at least ten percent (10%) cash. If the Grantee provides a match in in-kind services, such services must be fully documented by the Grantee to the satisfaction of the District.

The Grantee shall use this award as reimbursement only for items included in the approved budget. Costs incurred by the Grantee for items not included in the budget will not be approved for reimbursement. The Grantee shall obtain 100% of the grant funds awarded within 30 days of the contract signing date.


The Grantee agrees to release, indemnify, and hold harmless the District from any and all claims, demands, or causes of action which are or may be asserted against the District arising from the operation of the recycling, composting and/or waste reduction program(s) included in the proposal, or the use, operation, or maintenance of any equipment or other articles purchased with funds provided by the District.

Either party may terminate this agreement by giving the other party thirty days notice. In the event of termination, the Grantee shall not incur any new obligations, shall make a good faith effort to cancel any outstanding obligations if possible, and shall be paid only for any noncancelable expenditures properly made prior to notice of termination. The funding of this agreement is contingent upon the District having an approved solid waste management plan.

IN WITNESS WHEREOF, the parties have executed this agreement as of this
28th day of December, 2021.




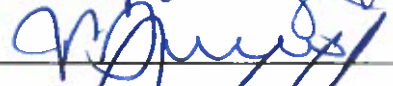
Witness


Approved as to legal form:


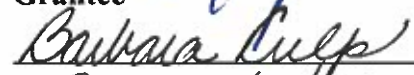
Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor

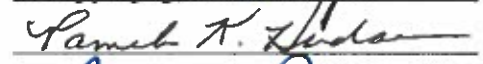
**Ashtabula County
Solid Waste Management District**








Grantee






FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

NWS 2015.001.110-601; not to exceed \$1,949.00

Agreement Title: 2021 Solid Waste District Grant Agreement

Between: Pierpoint Township and Ashtabula County Solid Waste Management District



David Thomas
Ashtabula County Auditor

Date: 12-20-21

2021 SOLID WASTE DISTRICT GRANT AGREEMENT

This agreement is made and entered into between the Ashtabula County Solid Waste Management District, herein referred to as the "District" and Williamsfield Township, herein referred to as the "Grantee."

WHEREAS, the Grantee has made application to the District for grant funds to initiate or expand recycling activities; and

WHEREAS, the District's Board of Directors, upon the recommendation and advice of the District's Policy Committee has approved funding in the amount of \$1,243.00;

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

That the District hereby awards the Grantee the sum of \$1,243.00, for the purpose of reimbursement for approvable incurred costs related to a recycling program consisting of the approved and/or the conditioned activities specified in the Grantee's proposal, which is hereby made a part of this agreement, and the costs as specified in the approved budget, which is hereby made a part of this agreement.

The Grantee shall provide a match of twenty-five percent (25%) of the total amount of the grant award, unless otherwise specified. The match will include at least ten percent (10%) cash. If the Grantee provides a match in in-kind services, such services must be fully documented by the Grantee to the satisfaction of the District.

The Grantee shall use this award as reimbursement only for items included in the approved budget. Costs incurred by the Grantee for items not included in the budget will not be approved for reimbursement. The Grantee shall obtain 100% of the grant funds awarded within 30 days of the contract signing date.


The Grantee agrees to release, indemnify, and hold harmless the District from any and all claims, demands, or causes of action which are or may be asserted against the District arising from the operation of the recycling, composting and/or waste reduction program(s) included in the proposal, or the use, operation, or maintenance of any equipment or other articles purchased with funds provided by the District.

Either party may terminate this agreement by giving the other party thirty days notice. In the event of termination, the Grantee shall not incur any new obligations, shall make a good faith effort to cancel any outstanding obligations if possible, and shall be paid only for any noncancelable expenditures properly made prior to notice of termination. The funding of this agreement is contingent upon the District having an approved solid waste management plan.

IN WITNESS WHEREOF, the parties have executed this agreement as of this 28th day of December, 2021.





Witness


Approved as to legal form:


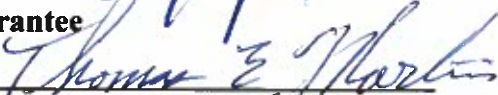
Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor


**Ashtabula County
Solid Waste Management District**







Grantee




FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

NWS 2015.001.110-601; not to exceed \$1,243.00

Agreement Title: 2021 Solid Waste District Grant Agreement

Between: Williamsfield Township and Ashtabula County Solid Waste
Management District



David Thomas
Ashtabula County Auditor

Date: 12-20-21

2021 SOLID WASTE DISTRICT GRANT AGREEMENT

This agreement is made and entered into between the Ashtabula County Solid Waste Management District, herein referred to as the "District" and The Village of North Kingsville, herein referred to as the "Grantee."

WHEREAS, the Grantee has made application to the District for grant funds to initiate or expand recycling activities; and

WHEREAS, the District's Board of Directors, upon the recommendation and advice of the District's Policy Committee has approved funding in the amount of \$1,506.00;

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

That the District hereby awards the Grantee the sum of \$1,506.00, for the purpose of reimbursement for approvable incurred costs related to a recycling program consisting of the approved and/or the conditioned activities specified in the Grantee's proposal, which is hereby made a part of this agreement, and the costs as specified in the approved budget, which is hereby made a part of this agreement.

The Grantee shall provide a match of twenty-five percent (25%) of the total amount of the grant award, unless otherwise specified. The match will include at least ten percent (10%) cash. If the Grantee provides a match in in-kind services, such services must be fully documented by the Grantee to the satisfaction of the District.

The Grantee shall use this award as reimbursement only for items included in the approved budget. Costs incurred by the Grantee for items not included in the budget will not be approved for reimbursement. The Grantee shall obtain 100% of the grant funds awarded within 30 days of the contract signing date.


The Grantee agrees to release, indemnify, and hold harmless the District from any and all claims, demands, or causes of action which are or may be asserted against the District arising from the operation of the recycling, composting and/or waste reduction program(s) included in the proposal, or the use, operation, or maintenance of any equipment or other articles purchased with funds provided by the District.

Either party may terminate this agreement by giving the other party thirty days notice. In the event of termination, the Grantee shall not incur any new obligations, shall make a good faith effort to cancel any outstanding obligations if possible, and shall be paid only for any noncancelable expenditures properly made prior to notice of termination. The funding of this agreement is contingent upon the District having an approved solid waste management plan.

IN WITNESS WHEREOF, the parties have executed this agreement as of this 28th day of December, 2021.




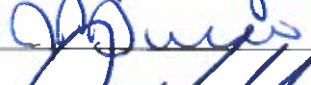
Witness


Approved as to legal form:



Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor


**Ashtabula County
Solid Waste Management District**







Grantee




FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

NWS 2015.001.110-601; not to exceed \$1,506.00

Agreement Title: 2021 Solid Waste District Grant Agreement

Between: The Village of North Kingsville and Ashtabula County Solid Waste Management District



David Thomas
Ashtabula County Auditor

Date: 12-20-21