

RESOLUTION NO. 8 -90BY: John H. Offenberg

A Resolution authorizing the Mayor and Auditor to file an application and enter into an agreement with the Ohio Department of Natural Resources for the purpose of acquiring funds through the Litter Prevention and Recycling Program pursuant to the Ohio Litter Control Act of 1980, and declaring an emergency.

WHEREAS, it is necessary to reduce the volume of municipal solid waste to conserve natural resources, to extend the life of landfills and to reduce the detrimental health and environmental impact of disposing of solid waste; and,

WHEREAS, the City of Bexley recognizes the need to reduce the volume of municipal solid waste and proposes to accomplish this at the local level by 1) beginning a curbside recycling program; 2) encouraging the purchase of recycled goods; and, 3) encouraging the removal of yard waste from the municipal waste stream through public education and through waste minimization programs; and,

WHEREAS, the Ohio Litter Control Act of 1980 provides, through the Department of Natural Resources, Division of Litter Prevention & Recycling, for the allocation of funds in the form of grants for the purposes of supplemental local Litter Prevention and Recycling Programs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BEXLEY, OHIO:

Section 1. That the Council of the City of Bexley hereby endorses and supports a comprehensive waste management program, including a curbside recycling program, purchase of recycled goods, and waste minimization and yard waste reduction and authorizes the necessary funds to implement said program, if approved, as indicated in its application.

Section 2. That the Mayor and Auditor are hereby authorized to apply for and, if awarded, enter into agreement with the Department to administer a grant to implement said program, and that they are authorized to sign said agreement.

Section 3. That the Mayor and Auditor hereby request the Department of Natural Resources, Division of Litter Prevention & Recycling, to consider and fund the City of Bexley's application for Litter Prevention & Recycling Program funds.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting 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 an emergency resolution necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to proceed with a curbside recycling program as quickly as possible and shall go into effect upon its passage and approval by the Mayor.

Passed: August 30, 1990

Robert K. Schantz
President of Council

Attest: John W. Helgen
Clerk of Courts

Approved: Aug. 30, 1990

David H. Madison
David H. Madison
Mayor

Aug. 30, 1990 - 1st reading
Susp. & Adopt.

1991 SUBSIDY AGREEMENT
LOCAL GOVERNMENT RECYCLING PROGRAM GRANT
OHIO DEPARTMENT OF NATURAL RESOURCES

THIS AGREEMENT is made and entered into by and between the Director of the Department of Natural Resources, through the Chief of the Division of Litter Prevention & Recycling, hereinafter referred to as the DEPARTMENT, and the CITY OF BEXLEY, hereinafter referred to as the GRANTEE, WITNESSETH THAT:

WHEREAS, the GRANTEE as authorized under Section 1502.07 (B) of the Ohio Revised Code has made application to the DEPARTMENT for a grant to fund the implementation of a local LOCAL GOVERNMENT RECYCLING program as outlined in Attachment "B" of this AGREEMENT; and,

WHEREAS, the GRANTEE has been authorized by resolution (Attachment "D") of its governing body to enter into agreement with the DEPARTMENT to administer said grant; and,

WHEREAS the GRANTEE has been certified by the Litter Prevention & Recycling Advisory Council and approved by the DEPARTMENT as an eligible applicant pursuant to Section 1502.04 of the Ohio Revised Code; and,

WHEREAS, the DEPARTMENT, under the provisions of Section 1502.05 of the Ohio Revised Code, may provide grants to applicants certified as eligible for planning and/or implementing local LOCAL GOVERNMENT RECYCLING programs; and,

WHEREAS, local government recycling program grant funds in the amount of \$ 31,878 have been encumbered by Contract Encumbrance Record Number 97y499, and are so certified by the Director of Budget and Management on _____, 19_____.

Obligations of the state are subject to the provisions of Section 126.07 of the Ohio Revised Code.

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

1. That the DEPARTMENT hereby awards to the GRANTEE a grant not to exceed \$ 31,878 for the purpose of planning and/or implementing a local government recycling program consisting of the approved and/or conditioned activities specified in Attachment "B", hereby made a part of this AGREEMENT, with said activities being further detailed in GRANTEE's application, and costs being further broken down as specified in the Approved Detailed Budget included as Attachment "C", which is hereby made a part of this AGREEMENT.
2. That the GRANTEE shall provide a direct match equal to the total grant amount awarded. The direct match shall be provided and expended in accordance with the Approved Detailed Budget (Attachment "C").
3. That the GRANTEE shall implement such program and manage such grant in accordance with the Standard Conditions for Local Government Recycling Program Subsidy Agreement hereby made a part of this AGREEMENT and included as Attachment "A".
4. That the GRANTEE shall obtain prior written approval from the DEPARTMENT to revise the Approved Detailed Budget, Attachment "C" of this AGREEMENT. Costs incurred by the GRANTEE for items not part of the Approved Detailed Budget, any unapproved amendments to the Detailed Budget, or costs in excess of amounts specified in the Approved Detailed Budget shall not be reimbursed.
5. That the DEPARTMENT shall pay to the GRANTEE from its total grant award a sum of money in the amount of ninety (90) percent of its total grant award, payable in three equal installments, to be used for program costs in accordance with the GRANTEE's approved application. The remaining ten (10) percent shall be held for reimbursement at the time of closeout by the DEPARTMENT. All grant funds not expended or obligated by the termination date of this AGREEMENT shall be returned to the DEPARTMENT within thirty (30) days of notification of closeout by the DEPARTMENT.

6. That the DEPARTMENT reserves the right, at any time after execution of this AGREEMENT, to terminate the grant in whole or in part upon written notification to the GRANTEE. In the event of such termination, the GRANTEE will be paid for any noncancellable obligation properly incurred by the GRANTEE prior to termination. Any unused funds shall be returned to the DEPARTMENT within thirty (30) days of such termination.
7. That the GRANTEE may, at any time after execution of this AGREEMENT, terminate the grant, in whole or in part, upon written notification to the DEPARTMENT. In the event of such termination, the GRANTEE shall not incur any new obligations, and shall be paid for any noncancellable expenditures properly incurred prior to termination, and shall make a good faith effort to cancel as many outstanding obligations as possible. Any unused funds shall be returned to the DEPARTMENT within thirty (30) days of such termination.
8. That the GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or any disability. The GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex or any disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause.
9. That the GRANTEE shall, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive consideration for employment without

regard to race, color, religion, national origin, ancestry, age, sex or any disability.

10. That the GRANTEE shall cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this AGREEMENT, and said GRANTEE shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard, both before and during performance.
11. That in the event of the GRANTEE's noncompliance with the nondiscrimination clauses of this AGREEMENT, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and the GRANTEE may be ineligible for further State Contracts, and such other sanctions may be imposed and remedies instituted as otherwise provided by law.
12. That neither the GRANTEE nor its employees are public employees of the DEPARTMENT under federal and state law for tax, Worker's Compensation, and retirement deduction purposes.
13. That the GRANTEE shall carry out the aforementioned program and administer this grant in accordance with all applicable state and local laws, and all terms of this AGREEMENT.
14. That the DEPARTMENT shall at any reasonable time have the right of access to and right to audit any and all books and records, financial or otherwise, pertinent to the administration and operation of this grant and that said books and records shall be kept in a common file to facilitate audits and inspections.

15. Implementation of the LOCAL GOVERNMENT RECYCLING program consisting of the approved and/or conditioned activities specified in Attachment "B", with said activities being further detailed in GRANTEE's application, for which grant funds have been provided under this AGREEMENT, shall not commence until the GRANTEE has officially been notified in writing by the DEPARTMENT to proceed. The DEPARTMENT shall not be responsible for any cost incurred by the GRANTEE prior to receipt of the notice to proceed.

This AGREEMENT shall terminate December 31, 1991, unless extended by written agreement of both parties before that date or otherwise terminated as provided herein.

IN WITNESS WHEREOF, this AGREEMENT is effective upon execution by the Director of the Department of Natural Resources provided that the Chief of the Division of Litter Prevention and Recycling and the GRANTEE sign below prior to the Director signing this AGREEMENT.

CITY OF BEXLEY

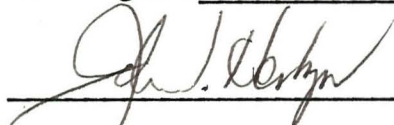
DEPARTMENT OF NATURAL RESOURCES

F.T.I.# 31-6400306

(I, we) have the authority to sign this AGREEMENT and do so in (my, our) respective capacities:




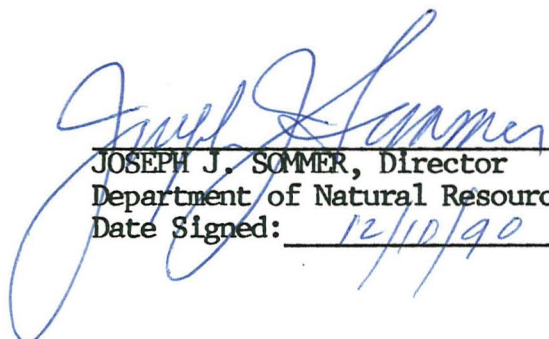
Title: Mayor
Date Signed: November 29, 1990



Title: Auditor
Date Signed: November 29, 1990

Title: _____
Date Signed: _____


ACTING MARY L. WIARD, Chief
Division of Litter Prevention & Recycling
Date Signed: 12-7-90


JOSEPH J. SOMMER, Director
Department of Natural Resources
Date Signed: 12/10/90

-ATTACHMENT A-

STANDARD CONDITIONS

Subsidy Agreement

Local Government Recycling Program
Ohio Department of Natural Resources

The following standard conditions shall apply to all Local Government Recycling Program Subsidy Agreements:

A. Use of Grant Funds

1. Grant funds shall be used only for the purposes and activities covered by the GRANTEE's approved program and budget.
2. Grant funds shall not, without prior written approval by the Division of Litter Prevention & Recycling, be obligated subsequent to the completion date of the grant period.
3. Grant funds shall not be used to supplant or to replace any existing funding for recycling activities.
4. Grant funds used for travel expense reimbursement will be subject to the limitations set forth by the DEPARTMENT.
5. General purposes for which the use of grant funds are unallowable include, but are not limited to, the following:
 - a. Beautification projects (including plantings, mowing, weeding, etc.);
 - b. Banquets, parties, alcohol and other entertainment functions;
 - c. Landfill operation and maintenance;
 - d. Land purchase;
 - e. Indirect costs;
 - f. Municipal garbage collection and disposal costs (including energy resource recovery operations);
 - g. Street sweepers;
 - h. Costs otherwise excluded under Chapter 1502 of the Ohio Revised Code or grant program guidelines;
 - i. Costs specified as unallowable in the Grant Application Handbook and Grant Manager's Manual.

B. Use of Cash Donations Received for Tax Credit Purposes

The GRANTEE shall use cash donations received for tax credit purposes pursuant to Section 5733.064 for any purpose identified under Section 1502.05, paragraphs (A) through (K), and in a manner consistent with the same. Said donations may be used at any time whether during or after the effective dates of the grant award.

C. Prior Approval of Programmatic Changes

The GRANTEE shall obtain prior written approval from the DEPARTMENT for any significant change of substance in approved program activities or plans set forth in the application. The GRANTEE's request for program changes shall be prepared in a format determined by the DEPARTMENT.

D. Grantee Financial Management

1. The GRANTEE shall create a separate account for the grant funds received under this AGREEMENT and all cash donations received for its recycling operations program.
2. The GRANTEE shall establish fiscal control and accounting procedures which will assure proper disbursement of, and accounting for, all grant and subgrant funds. This responsibility applies to all third party agreements, subgrants and contracts.
3. Accounting procedures shall provide for an accurate and timely recording of receipt of funds by source expenditures made from such funds and unexpended balances. Controls must be established which are adequate 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. The GRANTEE shall keep all records in a manner which will provide an audit trail to all expenditures.
4. The GRANTEE shall document all cash donations received for its recycling program as to amount and the name and address of the donor and the date each donation was received.

E. Third Party Agreements (Subgrants and Contracts)

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 DEPARTMENT before awarding any contract. The DEPARTMENT reserves the right to disapprove such awards if they are determined to be inconsistent with the approved budget.
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 DEPARTMENT'S right of access to and inspection of any related records, books, and facilities, and the use and disposition of any funded equipment, and Equal Employment Opportunities guidelines.
4. The GRANTEE shall maintain sufficient insurance on any property on which grant funds have been expended, for improving the property site, to cover re-establishing the physical plant of the operation in the event of fire, theft or other destructive occurrence. Further, the center shall maintain compliance with any and all directives given by health, safety or fire officials resulting from regular or special inspections by said agencies.

F. Equipment Purchased with Grant Funds

1. The GRANTEE and any approved subcontractor, shall obtain written approval prior to expending grant funds for the purchase of any item of equipment costing more than \$300.00 (Three Hundred Dollars and No Cents). Such approval is not required if the purchase is specifically identified in the approved budget (Attachment C).

2. The GRANTEE, during the grant period shall neither convert any equipment acquired under this grant to uses other than those originally approved by the DEPARTMENT nor transfer or sell such equipment without written approval of the DEPARTMENT. If for any reason during the grant period the GRANTEE determines that said equipment is no longer needed for its originally approved use, the GRANTEE shall notify the DEPARTMENT of such determination and with the written approval of the DEPARTMENT, the GRANTEE may either transfer the equipment without cost or sell the equipment at fair market value to an entity certified as eligible under Section 1502.04 of the Ohio Revised Code to receive grants pursuant to Section 1502.05 of the Ohio Revised Code. If after a 90-day period, no entities certified as eligible under Section 1502.04 of the Ohio Revised Code, offer to purchase or accept the equipment at no cost, then the GRANTEE or any approved SUBGRANTEE may sell the equipment to the highest bidder, whether certified as eligible under 1502.04 O.R.C. or not, as determined by the GRANTEE's competitive bid guidelines. Any funds received by the GRANTEE from the sale of said equipment shall be deposited into the recycling account and may be expended for any purpose identified in divisions (A)-(K) of section 1502.05 of the Ohio Revised Code.
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. These records shall be maintained for the life of the recycling program by the GRANTEE and upon request shall be made available to the DEPARTMENT for inspection purposes. Insurance in an amount sufficient to cover the replacement value of any and all equipment costing more than \$3,000.00 (Three Thousand Dollars and No Cents) and purchased with grant funds shall be maintained by the GRANTEE.
4. Equipment acquired under this grant at a cost of \$3,000.00 (Three Thousand Dollars and No Cents) or more shall upon termination of this AGREEMENT and with the written approval of the DEPARTMENT be disposed of in one of the following ways:
 - a. The GRANTEE may retain possession of the equipment for as long a period of time as the equipment is used for the purposes approved by the DEPARTMENT in this AGREEMENT; or
 - b. The GRANTEE may retain ownership of the equipment only after compensation to the DEPARTMENT in an amount equivalent to its fair market value; or
 - c. The GRANTEE may either transfer the equipment without cost or sell the equipment at fair market value to an entity certified as eligible under section 1502.04 of the Ohio Revised Code. Any funds received by the GRANTEE from the sale of said equipment shall be deposited into the local recycling account and may be expended for any purpose identified in division (A)-(K) of section 1502.05 of the Ohio Revised Code. If no local recycling account exists, then funds must be returned to the DEPARTMENT within 30 (thirty) days of the transaction.
 - d. If after a 90-day period, no entities certified as eligible under Section 1502.04 of the Ohio Revised Code, offer to purchase or accept the equipment at no cost, then the GRANTEE may sell the equipment to the highest bidder, whether certified as eligible under 1502.04 O.R.C. or not, as determined by the GRANTEE's competitive bid guidelines.

Any funds received by the GRANTEE from the sale of said equipment shall be deposited into the recycling account and may be expended for any purpose identified in divisions (A)-(K) of section 1502.05 of the Ohio Revised Code.

5. The provisions of ATTACHMENT A, Section F-4, supercede any previous agreements between the DEPARTMENT and the GRANTEE regarding the disposition of equipment purchased with local government recycling program grant funds provided by the DEPARTMENT.

G. Financial Reporting

Financial Statements shall be submitted bimonthly in accordance with the procedure established by the DEPARTMENT.

A Program Status Report must be submitted as part of the bimonthly Financial Statement. The report shall be in a format and contain such information as determined by the DEPARTMENT.

H. Reporting

1. The GRANTEE shall monitor and report program performance for all grant supported activities to assure that time schedules are being met, proposed program activities are being accomplished, funds are being properly expended and other performance objectives are being met. A Semi-annual Report is required to be submitted by the GRANTEE under this AGREEMENT. The reports shall be in a format and contain such information as determined by the DEPARTMENT and shall be submitted to the DEPARTMENT by July 15, 1991, and January 15, 1992.
2. The Semi-annual Reports shall be submitted to:

COMMUNITY ASSISTANCE SECTION
OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LITTER PREVENTION & RECYCLING
1889 FOUNTAIN SQUARE COURT, BLDG F-2
COLUMBUS, OHIO 43224

I. Program Awareness and Acknowledgment of Financial Assistance

1. The GRANTEE shall obtain written approval from the DEPARTMENT prior to the commitment and/or expenditure of any grant funds for the purchase of media time or advertising space.
2. For all professionally printed publications for distribution to the public, audiovisual presentations for display to the public, and electronic or print advertisements to be purchased using grant funds, the GRANTEE shall:
 - a. Submit to the DEPARTMENT a descriptive proposal, including a budget, for the purchase.
 - b. Submit to the DEPARTMENT a final copy or script, or camera ready art at least two weeks prior to the printer or producer deadline.
 - c. Include in the text a funding credit line provided by the DEPARTMENT.
 - d. Have obtained written approval from the DEPARTMENT prior to the date of publication or broadcast.

J. Site Visits

The DEPARTMENT reserves the right to conduct site visits with the GRANTEE and any subcontractor as arranged between the respective parties. The visits will be conducted to review program progress, visually inspect activity performance, discuss any difficulties encountered in project implementation, receive any recommendations or requests for project changes, or to consider anything else mutually beneficial to program implementation.

ATTACHMENT B

1991 Local Government Recycling Program

CITY OF BEXLEY

The GRANTEE shall implement a recycling program that shall include activities described in the 1991 Local Government Recycling Grant Application, the detailed budget set forth as Attachment C of this AGREEMENT and with the following specifications:

- 1) GRANTEE shall continue a city-wide curbside recycling program that involves the collection of aluminum, glass, plastic and newspaper.

GRANTEE shall purchase a recycling vehicle which has plastics compaction abilities and will begin using this vehicle no later than April 1, 1991, and continue use for the duration of this grant agreement.

- 2) GRANTEE shall support the recycling program by implementing an educational and awareness program that involves, at a minimum, ongoing educational programs in local schools.
- 3) Upon completion of approved activities, the GRANTEE shall forward a comprehensive final report to the DEPARTMENT by no later than February 15, 1992. Said report shall include, at a minimum, the rate of public participation in the recycling program, the reduction to the community's solid waste stream, the quantity of materials collected and revenues generated by the sale of these materials, and the amount of savings incurred as a result of the approved activities. Said report shall be in a format as described in the 1991 Local Government Recycling Grant Manager's Manual.

ATTACHMENT C
 DIVISION OF LITTER PREVENTION & RECYCLING
 1991 LOCAL GOVERNMENT GRANT BUDGET

COMMUNITY NAME: BEXLEY, CITY OF

	BUDGET	MATCH	TOTAL BUDGET
PERSONNEL:			
SUBTOTAL	0	0	0
EQUIPMENT:			
Vehicle	31,878	31,878	63,756 0
SUBTOTAL	31,878	31,878	63,756
EQUIPMENT:			0 0
SUBTOTAL	0	0	0
SUPPLIES:			0 0
SUBTOTAL	0	0	0
OTHER:			0 0 0 0 0 0
Print/Production			0
Advertising			0
Awards/Promotion			0
SUBTOTAL	0	0	0
TOTAL GRANTS:	31,878	31,878	63,756

ATTACHMENT D

RESOLUTION NO. 8 -90

BY: John H. Offenberg

A Resolution authorizing the Mayor and Auditor to file an application and enter into an agreement with the Ohio Department of Natural Resources for the purpose of acquiring funds through the Litter Prevention and Recycling Program pursuant to the Ohio Litter Control Act of 1980, and declaring an emergency.

WHEREAS, it is necessary to reduce the volume of municipal solid waste to conserve natural resources, to extend the life of landfills and to reduce the detrimental health and environmental impact of disposing of solid waste; and,

WHEREAS, the City of Bexley recognizes the need to reduce the volume of municipal solid waste and proposes to accomplish this at the local level by 1) beginning a curbside recycling program; 2) encouraging the purchase of recycled goods; and, 3) encouraging the removal of yard waste from the municipal waste stream through public education and through waste minimization programs; and,

WHEREAS, the Ohio Litter Control Act of 1980 provides, through the Department of Natural Resources, Division of Litter Prevention & Recycling, for the allocation of funds in the form of grants for the purposes of supplemental local Litter Prevention and Recycling Programs.

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Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting 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.

Certified to be a true copy of
the original

Kathleen Marie Rose
Notary Public

KATHLEEN MARIE ROSE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES July 2, 1995



Section 5. That this Resolution is an emergency resolution necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to proceed with a curbside recycling program as quickly as possible and shall go into effect upon its passage and approval by the Mayor.

Passed: August 30, 1990

Robert K. Schantz
President of Council

Attest: John W. Harkin
Clerk of Courts

Approved: Aug. 30, 1990

David H. Madison
David H. Madison
Mayor

Aug. 30, 1990 - 1st reading
Susp. & Adopt.