

DESIGNATION AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of _____, 2015, by and between the Board of Trustees (the "Board") of the Jefferson Belmont Regional Solid Waste Authority (the "Authority"), organized and existing under the Constitution and laws of the State of Ohio, with offices located at 115 S. 3rd Street, Suite 109, Steubenville, OH 43952 and, _____, whose mailing address is _____ (the "Contractor").

WHEREAS, the Authority is a solid waste management district established pursuant to Chapter 343 of the Ohio Revised Code (O.R.C.) for the purposes of preparing, adopting, and implementing a solid waste management plan, and providing for the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of the Authority; and

WHEREAS, the Authority's amended Solid Waste Management Plan was approved by the Director of Ohio EPA on April 20, 2015 (the "Plan"); and

WHEREAS, the Plan expressly authorizes the Board to designate facilities pursuant to O.R.C. Sections 343.01(I)(2) and 343.014; and

WHEREAS, the Authority intends to invite any solid waste disposal or transfer facility that timely submits a request to be designated to the Board, to enter into a Designation Agreement authorizing the facility to receive solid waste generated within the Authority in accordance with the provisions of O.R.C. 343.01(I)(2), the Authority's Plan and rules, and this Designation Agreement; and

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

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

Section 1. The Authority 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 generated within the Authority 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 Authority 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 Authority; and
- C. The Board and the Authority do not intend to require any person, municipal corporation, township, or other political subdivision located within the Authority, to deliver, or cause to be delivered, any solid waste to any particular designated solid waste facility.

Section 2. The Contractor shall not discriminate against solid waste generated within the Authority with respect to the posted rates charged by the Solid Waste Facility (exclusive of all State, Local and Solid Waste District Fees, and any future government applied taxes, surcharges, Solid Waste 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 Authority a monthly Designation Fee of Two and 00/100 Dollars per ton (\$2.00/ton) for each ton of solid waste generated within the Authority delivered to the Solid Waste Facility as the point of first delivery after the solid waste is removed from the generator's premises. Beginning in the month following the Commencement Date, as defined in Section 4, below, the Contractor shall forward to the Authority 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 Authority 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 Authority 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 Authority. The Authority shall provide Contractor with at least thirty (30) days advance written notice before an increase or decrease of the Designation Fee goes into effect.

Section 4. The Commencement Date shall be the sixtieth (60th) day following the Board's adoption of the resolution of final designation pursuant to O.R.C. 343.014(G). The Authority shall provide Contractor written notice of the Commencement Date within ten (10) days following the Board's adoption of the resolution of final designation.

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 that is acceptable for disposal as solid waste.

Section 6. The Contractor shall forward to the Authority 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 Authority, at the Authority'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 and local environmental agencies having jurisdiction over the Solid Waste Facility). Any such inspection or copying requested by the Authority shall be conducted during the Solid Waste Facility's normal business hours and the Authority shall give the Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the Authority requests copies of daily log sheets, the Contractor agrees to make such copies available to the Authority within a reasonable time and may charge the Authority 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 Authority describing the breach, promptly proceed to remedy the breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the Authority may at any time thereafter (regardless of whether the Contractor cures such breach following the expiration of the thirty (30) day cure period) terminate this Agreement and the Solid Waste Facility status as a designated facility for the receipt of solid waste generated within the Authority. Nothing in this Agreement shall be construed to create a right to or remedy in money damages for the Authority 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 Authority and the Contractor shall also have the right to terminate this Agreement and the designation of the Solid Waste Facility for any reason or for no reason, upon providing ninety (90) days advance notice in writing to the other party.

Section 10. This Agreement shall become effective upon the Board's adoption of a resolution final designation pursuant to O.R.C. 343.014(G), and shall continue for a term of five (5) years unless terminated earlier pursuant to Section 9 above.

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 Authority, 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 Mr. Dave Hays, Interim Director, Jefferson Belmont Regional Solid Waste Authority, 115 S. 3rd Street, Suite 109, Steubenville, OH 43952, and to _____
_____. 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 Authority 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.

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

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 _____ day of _____, 2015.

BOARD OF TRUSTEES OF THE
JEFFERSON BELMONT REGIONAL
SOLID WASTE AUTHORITY

CONTRACTOR (insert name)

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____