



DEPARTMENT OF ENVIRONMENTAL SERVICES

MONTGOMERY COUNTY
Material Reuse Facility (McMRF)

2450 Sandridge Drive
Dayton, Ohio 45439
937-781-3075

www.mcswd.org

COUNTY COMMISSIONERS

Deborah A. Lieberman
Dan Foley
Judy Dodge

COUNTY ADMINISTRATOR

Joseph P. Tuss

DEPARTMENT DIRECTOR

Patrick Turnbull, P.E.

TO: McMRF Applicant
RE: New Membership/Renewal Membership

Thank you for your interest in our Montgomery County Material Reuse Facility (MCMRF). Enclosed is our membership packet; please complete the following:

- Front and Back of the Memorandum of Understanding
- Complete the Data Information Form

Please include a copy of your IRS Determination Letter, (see sample) If your church holds an affiliation with a National General Council of Churches, you must include a letter from the Council stating you are recognized under their 501 (c) (3) and a copy of their IRS Determination letter.

A State of Ohio Tax Exemption Certificate is not acceptable.

Upon receipt of your application, information data form and a copy of your determination letter from the Internal Revenue Service, we will send you a confirmation letter inviting you to shop at McMRF. Please call Phil McAfee @ 781-3075 with any questions.

Sincerely,

The Staff of McMRF



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MONTGOMERY COUNTY MATERIAL REUSE FACILITY (McMRF)
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is accepted and agreed to by _____
(Individual's first & last name) as a representative, _____ (Organizations name).
Hereinafter referred to as a recipient participating in the Montgomery County Solid Waste Districts Material Reuse Program, which is hereinafter referred to as McMRF.

WHEREAS, the Montgomery County Solid Waste District provides funding for the operation of a material reuse program, and

WHEREAS, the purpose of the material reuse program is to redirect unwanted, reusable materials, which may be thrown away by businesses and individuals to 501(c) (3) non-profit organizations such as low-income housing agencies, school art programs performing and visual art organizations, and churches in Montgomery County, Ohio

WHEREAS, the following terms and conditions shall govern participation in the material reuse program:

1. All property received by a recipient organization or agency will be used solely by and for the tax-exempt purposes of the 501 (c) (3) non-profit organization or agency; completion of a fine arts college level curriculum; or a public school art teacher, for additional student art supplies.
2. Recipient agrees to comply with all rules and regulations which may be issued by McMRF, including, but not limited to, order and request procedures, transport and storage requirements.
3. Recipient shall not improperly discard, sell, lend or rent the property to any person. Recipient shall make reasonable efforts to protect the property against damage, theft and loss.
4. Should recipient receive any property, which is composed of, or contains, any substance hazardous to health or safety, recipient agrees to comply with all federal, state, and local regulations, which regulate the acquisition, use or disposition of said material. Recipient warrants and represents that any person(s) employed by, associated with, or receiving services from recipient, who uses such property, possesses the knowledge and experience necessary for its safe use, handling and disposition. Recipient agrees that they will properly warn all users as to the dangers inherent in the use of such property and shall properly use, handle and dispose of, where appropriate, such property.

5. Random Verification of proper use of donated materials every six months.
6. Neither the donor or McMRF makes any representation as to the condition of the property, nor do such parties guarantee or warrant its usability. Neither party has any obligation to maintain, repair or replace the property.
7. It is understood and agreed, that neither Montgomery County, McMRF, nor any donors shall be liable for any claim of injury or damage resulting from, but not limited, the acquisition, use, transport or disposition of the property. Recipient hereby indemnifies and saves harmless the Montgomery County Solid Waste District, the Solid Waste Management Policy Committee, the Montgomery County Department of Public Works, Montgomery County Commission, McMRF and/or any donor, and their employees, agents and servants, against any liability or damage arising out of or in connection with the acquisition, use, transport, or disposition of the property, including claims for bodily injury or death to persons or damage to property, whether or not such liability or damage arises or results from negligence, fault or default by recipient, Montgomery County, McMRF, any donor, or their or recipient's respective employees, agents or servants, or for any other reason.
8. Failure by recipient to comply with each of the terms set forth above will result in the termination of this agreement.
9. McMRF reserves the right to limit distribution of materials to ensure equitable distribution to other interested recipients

AGREED AND ACCEPTABLE ORGANIZATION

Organization:		
Address:		
City:	State:	Postal Code:
Telephone Number:		
Signature:		Print Name:
Date:		

APPROVED BY:

_____ **Signature of Designated Representative of Montgomery County Solid Waste District**



McMRF POLICY

The purpose of the material reuse program is to redirect unwanted, reusable materials, which may be thrown away by businesses or individuals. Donated materials go to any 501 (c)(3) non-profit organization approved as a member of McMRF to be used to support the organization's facility. We must ask that each organization and their shoppers adhere to the following rules:

- All property received by a recipient organization or agency and their designated shoppers will be used solely by and for the tax-exempt purpose of the organization only. The intent of McMRF is for donated items to be used at the organization at the time of sign up. The McMRF reserves the right to revoke the privileges of authorized shoppers and their organization if found that materials from McMRF are being used for something other than what is agreed upon in the McMRF Agreement.
- Recipients and their shoppers will not **discard, sell** the property, lend or rent the property to any person. Items taken from McMRF cannot be used to raise money for your organization, **i.e. (no garage or rummage sales, or flea markets etc)**. If you find that you have taken more items than your organization can use, please make every effort to return the items to the McMRF warehouse. McMRF makes every effort to ensure equitable distribution of materials.
- McMRF Staff reserves the right to limit the items a recipient group and their shoppers receive from McMRF.
- Random verification of proper use of any items taken from McMRF may be sought or asked by staff for compliance with the organization's agreement every six months i.e. pictures or a visit to the organization.
- If you are a member with multiple non-profit organizations, you will only be permitted to sign up as a shopper and or contact person under only one organization.
- Each non-profit organization is limited to five (5) shoppers. No shopper or non-profit organization will be permitted to shop at McMRF more than once per week.
- Shopping Hours are Tuesday: 8:00 A.M.- 3:30 P.M. and Friday 8:00 A.M.- 3:30 P.M.
- Each organization is required to sign up annually to be a member of McMRF and it is the responsibility of each organization to ensure we receive a copy of their written documentation from the IRS stating they are a 501 (c) (3) non-profit organization, without it, membership will not be approved. **Please note; a State of Ohio tax-exempt blanket certificate is not acceptable.**
- Children must be under the direct supervision of an adult at all times
- **Only 501 (c) (3) non-profit Organization, Schools, Churches located in Montgomery County, Ohio will be eligible for membership.**

Thank you for your continued cooperation and support.

C:\Documents and Settings\ClevelandH.MCDP\My Documents\McMRF Member Info\McMRF Membership Info & Forms\The Packet\McMRF Policy.doc

MONTGOMERY COUNTY MATERIAL REUSE FACILITY



DATA INFORMATION FORM

Please Print Clearly

Check
Appropriate
Organization SCHOOL _____ CHURCH _____ NON-PROFIT _____ Gov't _____

ORGANIZATION NAME:		
ADDRESS:		
CITY:	STATE:	ZIP CODE:
CONTACT NAME:		Date:
TELEPHONE #:		FAX #:
FEDERAL I.D. #:		E-Mail:
LIST FIVE DESIGNATED SHOPPERS		
1		
2		
3		
4		
5		
Wish List		
John Beckner McMRF Supervisor 2450 Sandridge Drive Moraine, Ohio 45439 (937) 781-3074 becknerj@mcOhio.org		Phil McAfee McMRF Warehouse Clerk 2450 Sandridge Drive Moraine, Ohio 45439 (937) 781-3075 McAfeeP@mcOhio.org

(Sample Copy)

Employer Identification Number

NA

Contact Person:

ROBERT W. SCHEIDT

DD: 35276

Contact Telephone Number

(877) 829-5500

Applicable Period Ending

Public Charity Status:

501(c)(3)(A)(i)

Form 990 Required:

N

Effective Date of Exemption:

Contributions Deductibility

Yes

Please include your "IRS Determination Letter"; it is a requirement for membership to McMRF (similar to this sample). A State of Ohio Tax Exemption Certificate does not necessarily give an organization a 501 (c) (3) non-profit status, therefore, tax exemption certificates are not acceptable

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive Federal income tax benefits, devised, transferred or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code as indicated by the heading of this letter.

Please see enclosed information for exempt organizations under section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Robert W. Scheidt

Director, Exempt Organizations

Policy and Agreements

832-0000 (Toll Free) 877-829-5500 (Toll Free) 614-463-2000 (Local)

Letter 990 (10/10)