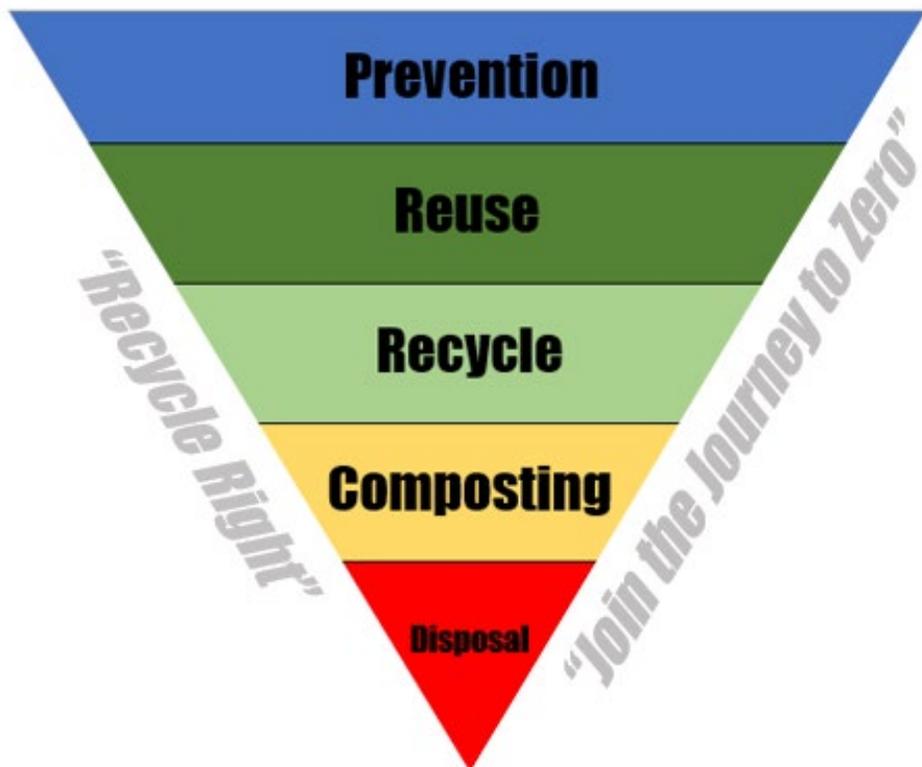


**MONTGOMERY COUNTY
SOLID WASTE MANAGEMENT DISTRICT**

2022 Business Capital Incentive Grant Instructions



Be the **CHANGE** *you wish to see in your* **COMMUNITY**



MONTGOMERY COUNTY SOLID WASTE MANAGEMENT DISTRICT 2022 BUSINESS CAPITAL INCENTIVE GRANT

GRANT GOALS

The incentive grant program for businesses will provide funding to enhance, increase and promote:

- Recycling in the County
- Waste Reduction
- Composting Opportunities

ELIGIBILITY

All businesses located within Montgomery County are eligible to participate in the program provided the organization:

- (1) agrees to enter into a grant agreement in the form of a reimbursement/pay-back funding process to receive assistance in the business incentive grant program. Pay-Back is only if you received funds from the District and abandoned the project. Pay-back will be required in accordance with the schedule in the Agreement and attached as Exhibit A of said Agreement.
- (2) submits annual recycling data to the District (see Recycling Survey prescribed by OEPA).
- (3) attends application pre-submission meeting with the Grant Manager prior to the deadline for submission of the grant.

BUSINESS APPLICANTS MUST SUBMIT A LETTER OF ENDORSEMENT FROM A DISTRICT MEMBER. DISTRICT MEMBERS INCLUDE ALL 28 JURISDICTIONS WITHIN MONTGOMERY COUNTY. ENDORSEMENT LETTER MUST BE OBTAINED FROM THE JURISDICTION IN WHICH THE BUSINESS APPLICANT IS LOCATED.

FUNDING

Actual awards will vary based upon the scoring criteria, number of applications, and the funds available for the program. In 2019 the total funds available are a minimum of \$130,000.00 available for capital equipment purchases.



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APPLICATION

Applications must follow the format set forth on the cover sheet and must be signed by the authorized representative of the company. Where applicable, include pictures and information on equipment to be replaced or new equipment proposed.

- The Recycling Survey (included) must be submitted each year and is a prerequisite for funding.
- Eligible grant projects require a financial contribution to the project equal to thirty percent (30%) of the total project cost. Match funds for projects must be a cash contribution directly related to the project.

Example:

Funding requested	\$ 9,100	(Total project multiplied by .70)
Minimum Match	<u>3,900</u>	(30% of Total Project)
Total Project Funding	\$13,000	

FUNDING DECISIONS

A subcommittee will review the business recycling incentive grant applications and make recommendations, based upon objective scoring criteria, to the Solid Waste Management Policy Committee. The Solid Waste Management Policy Committee will make final funding decisions. Applications for new service requests will be accepted and awarded on a first-come, first-serve basis until all funds have been expended.

ALLOWABLE USES FOR INCENTIVE FUNDS

1. Capital equipment purchase to increase or expand current recycling efforts (i.e. baler/compacter).
2. Equipment/materials/software to increase/expand operations for Processors (i.e. shredder, delivery trucks, tracking software, special equipment to increase processing of materials).
3. Compost/Food Waste Management Program (purchase of on-site equipment).



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UNALLOWABLE USES FOR INCENTIVE FUNDS

1. Salaries or benefits of employees.*
2. Property Improvements: Improvements that are needed to be completed for the equipment e.g. concrete work, electrical work, plumbing, etc.
3. Land acquisition.

ACCOUNTABILITY AND REPORTING REQUIREMENTS

- Grant recipient must submit a summary report of all approved activities at the end of the project or by **the end of November of the grant year**, whichever date is sooner.
- Grant recipients are responsible for promoting the receipt of funds.
- Only costs incurred after the grant approval date are eligible for reimbursement. Receipt of invoice(s) and proof of payment for capital equipment purchase is required for release of grant funds by **the end of October of the grant year**.
- Pictures of equipment that have been funded through the grant must be provided to the District. Representatives of the District have the right to visit participating businesses at any reasonable time to evaluate the expenditure of grant funds.
- Capital equipment must be insured, and the Montgomery County Solid Waste District must be listed as an additional insured on the policy for the term of the loan/grant period.
- Costs associated with staff labor to install/build project structure may not be used as part of the total project cost calculation or to meet the 30% threshold for business investment. Labor performed by staff is **not reimbursable or allowable for use in calculating total project cost**.

***REFER TO PAGE 5 & 6 FOR INSTRUCTIONS ON HOW TO SUBMIT GRANT APPLICATIONS
AND THE TIMELINE FOR SUBMISSION***



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GRANT SUBMISSION (HOW TO)

IMPORTANT: Prior to the submission of the grant applications, grantees will be required meet with the grant manager to ensure they have no questions about how to submit their grant application or how the grant will be administered.

All grants application and supporting documents shall be submitted via email. No paper copies will be accepted. Please scan all documents and email to John Minear (Grant Manager) at minearj@mcoho.org.

Below is a check list of documents that, at a minimum, the identified documents must be included in your grant application. Failure to submit the required information will result in point reduction and may impact the grantee's funding.

Grant Application Submission Checklist:

- Executive Summary
- Detailed Project Description
- Grant Detailed Budget
- Financial Justification and Benefits
- Copies of Quotes for Materials/Equipment
- Report demonstrating anticipated waste reduction, recycling or composting tonnages that will be reduced, recycled or composted on the basis of this project being funded.

The Grant Application is a separate fillable PDF document. It should be completed in its entirety and returned to the Grant Manager with the authorized Grantee signature. All Grant Applications shall be emailed to the Grant Manager per the email address provided under the Grant Manager Contact Information of this document.

The Grant Manager will email all eligible applicants the submission documents to use outlined in the Grant Application Submission Checklist. Note: The report is to be submitted in your own format and on your company's letterhead.



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GRANT MANAGER CONTACT INFORMATION

John Minear
 2550 Sandridge Drive
 Moraine, Ohio 45439
 937-781-3060
minearj@mcoho.org

GRANT TIMELINE

Key Milestone	Date
Grant Opens	August 9, 2021
Pre-Grant Meeting (Non-Mandatory) <i>In person: 2550 Dandridge Dr. Moraine</i>	August 25, 2021 & August 27, 2021 <i>10:00 AM; In person: 2550 Dandridge Dr. Moraine, OH</i>
Grant Applications Due	September 30, 2021 at 2:00 pm via email
Grant Committee Review Period	October 1, 2021 - October 31, 2021
District Approval Process	November 1 - 17, 2021
Notification of Awards to Applicants	November 18 - 23, 2021
Applicants return Grant Acceptance Letter	December 23, 2021
Grantee Reimbursement Request	October 31, 2022
Grant Final Reports Due	November 25, 2022

In the table above, if a single date is provided that is when the milestone is set for completion. If multiple dates are listed, the last date provided in the cell is the date set for completion.

GRANT AWARD INFORMATION

Once a Grantee has been notified in writing your grant has been approved, you will be sent a contract for review and signature. Once the Grantee receives the contract, please sign and date it and return to the Grant Manager via email.

The contract will go before the Montgomery County Board of County Commissions (aka Board of Directors for the Montgomery County Solid Waste District - "MCSWD") for approval. Once you have received the contract signed by the authorized signatory of the MCSWD, you may begin reimbursement requests. The MCSWD is not responsible for any reimbursements prior to the contract being approved by the MCSWD.



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SAMPLE CONTRACT ONLY

Montgomery Grantor Solid Waste Management District

Business Recycling Reimbursement Incentive Grant Agreement

This Grant ("Agreement") is entered into on [REDACTED], 2021 between the Montgomery County Solid Waste District ("Grantor"), by and through the Board of Grantor Commissioners, Montgomery Grantor, Ohio, ("Grantor") and [REDACTED] ("Grantee").

Whereas, the Montgomery County Solid Waste Management District is established pursuant to Ohio Revised Code Sections 343.01 and 343.011, with a primary goal of managing and reducing waste throughout Montgomery Grantor; and

Whereas Grantor is authorized by the Montgomery County Board of Grantor Commissioners to enter into agreements which promote recycling and waste reduction; and

Whereas Grantor and Grantee have a mutual desire to enter into such an agreement and believe this Grant will accomplish such a goal.

Now therefore, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the parties hereby agree as follows:

I. GRANT

The parties mutually understand and agree the payment to the Grantee from the Grantor is in the form of reimbursement upon fulfillment of all the terms and conditions of the Grant and this Agreement. Subject to the terms set forth in this Agreement, Grantor agrees to reimburse to the Grantee \$ [REDACTED] ("Grant"). Grantee agrees to apply the Grant for the purposes of "Exhibit A", attached hereto and incorporated as if fully rewritten herein. Grantee agrees that the Grant shall be used to reimburse the Grantee for their costs or expenses or payment to a contractor for the same. Grantee further agrees to submit ~~any and all~~ documentation requested by Grantor to ensure compliance with the terms of this Agreement.

II. TERM.

The term of this Agreement shall commence on effective date of approval of agreement by Montgomery Grantor Board of Grantor Commissioners, and shall terminate in accordance with schedule outlined in "Exhibit A", unless terminated sooner by one of the parties, as set forth below. The Grant shall be forgiven by Grantor without repayment by Grantee in the manner as outlined in "Exhibit A".

A. Termination of this Agreement

1. If the Grantee fails to abide by the terms, during the effective dates of this Agreement listed above, Grantee will refund Grantor grant funds paid by Grantor



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up to the date of termination minus any amount forgiven by the Grantor at the time of termination.

2. Grantee agrees to abide by the terms of this Agreement until the effective termination date listed in "Exhibit A." Grantee understands and agrees that Grantor, at its sole discretion, may determine that Grantee has acted inconsistently with the terms of this Agreement and may terminate this Agreement by submitting in writing a notice of termination 30 days prior to the termination date. If Grantor has determined that Grantee has acted inconsistently with the terms of this Agreement, Grantee will refund Grantor the grant funds paid by Grantor up to the date of termination.
3. Any party terminating this Agreement shall provide written notice of such termination to the other party. Written notice of termination shall have an effective date of fourteen (14) days after the date of notice. Grantee will return all grant funds issued by Grantor to Grantee within 14 days of the termination effective date, if such refund is mandated by the terms of this Agreement.

III. INDEMNIFICATION

Grantee shall indemnify, hold harmless and, not excluding the Grantor's right to participate, defend the Grantor, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its Grantees, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Grantee agrees to waive all rights of subrogation against the Grantor, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the Grantor.

IV. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or



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unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

V. MISCELLANEOUS PROVISIONS

1. Grantee agrees that during the performance of this Agreement, Grantee and any sub-contractor of Grantee shall not discriminate against any individual because of age, race, color, religion, sex, disability, creed, or national origin, consistent with applicable laws.
2. This Agreement and Exhibit A & B represents the entire agreement between Grantor and Grantee and supersedes all prior negotiations, representations or agreements, oral or written, between the parties.
3. Each party binds themselves, their successors, assigns, and legal representatives to the other party to this Agreement.
4. No person or organization other than Grantor and Grantee have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision or covenant herein be construed, so as to give any person or organization other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to the Grant and this Agreement.
5. The laws of the State of Ohio shall govern the interpretation and application of the terms, conditions and provisions of this Agreement. Any action or proceeding pertaining to this Agreement shall be heard in a court having competent jurisdiction within the venue of Montgomery County, Ohio.
6. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement will survive termination of this Agreement.
7. Grantor and Grantee agree that nothing contained in this Agreement is intended to be, or shall be, construed to create or establish the relationship of a partnership or joint venture or other business organization between the parties hereto. This Agreement shall not be construed so as to create an agency, representative or employment relationship between the Grantee or its employees and Grantor. Neither Grantee nor its employees shall be considered an employee of Grantor, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Ohio or otherwise on behalf of the Grantee or its employees while engaged in performing the services and responsibilities set forth herein shall in no way be the responsibility of Grantor. Neither Grantee nor its employees shall acquire or be entitled to any compensation, rights, benefits and participation of any kind whatsoever offered by Grantor.



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8. Unless otherwise set forth in this Agreement, any notice, consent, report, or other information required to be given hereunder shall be deemed to have been duly given (a) upon personal delivery to the representative of the party to be noticed set forth below, or (b) if mailed, seventy-two (72) hours after deposit in the United States mail, registered, or certified mail with return receipt requested, proper postage prepaid, and addressed as follows:

If to GRANTOR: Montgomery County Solid Waste Management District
 Attn: Public Outreach and Education Manager
 2550 Sandridge Drive
 Moraine OH 45439

If to GRANTEE: Business
 Attn: Company Representative
 Street Address
 City, State, Zip

Grantor or Grantee may, by notice given hereunder, designate any different persons, addresses, email addresses, or facsimile numbers to which subsequent notices, certificates, request, or communications shall be sent.

9. The parties may modify this Agreement through a written amendment, signed by both parties.



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In Witness Whereof, the parties hereto have caused this instrument to be executed by their duly authorized representatives on the date of last execution of this Agreement.

Grantor, Montgomery County Solid Waste Management District, by and through the Board of County Commissioners, Montgomery, Ohio:

Grantee Signature

Signed: _____
Authorized Official:

Date _____

Montgomery County Solid Waste Management District Signatures

Signed: _____
Michael B. Colbert
Montgomery County Administrator

Date _____

APPROVED AS TO FORM ONLY:

Ward Barrentine
Assistant Prosecuting Attorney



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Exhibit A

Grant Agreement between

The Montgomery County Solid Waste Management District and

Grantee:

Total Grant Amount (including match) \$117,512.50

In the event the Grantee determines the project the Grantor awarded them is no longer viable the Grantee agrees to pay the Grantor back the funds pursuant to the dates and amounts entered below under the Grant repayment amounts and dates. The funds owned by the Grantee to the Grantor will be for total grant amount minus the matching funds applied to the Grant by the Grantee.

Grant repayment amounts and forgiveness dates:

\$ [redacted] on 6/1/2021

\$ [redacted] on 6/1/2022

\$ [redacted] on 6/1/2023

Grantee's Grant Requirements: As per Award Letter (attached as Exhibit B).

\$ Match