

REQUEST FOR PROPOSALS FOR MRF DEVELOPMENT/OPERATION SERVICES FOR THE LUCAS COUNTY SOLID WASTE MANAGEMENT DISTRICT

ADDENDUM #2: Released 3-9-12

Questions and Responses for Proposed Vendors -

1. The district has laid out a timeline as follows: RFP submittal on February 29, 2012 and servicing volume on December 15, 2012. In order to provide the District and the City with the best possible proposal we request that the due date for submittal be extended until March 28, 2012. It would be very difficult to investigate permitting and zoning for potential new sites, develop quotes and design layouts for processing equipment, develop lead times for equipment delivery, develop construction timeliness, etc., within the current submittal deadline.

Response: The RFP submittal date has been revised to April 11, 2012

2. What process will the District use to address written questions from potential vendors? Will the questions be answered as submitted (with distribution to all registered potential vendors) or collected and held until the February 22 due date and answered in a single response?

Response: Questions will be listed with a response and issued as an addendum and posted under Services on this web link: <http://www.co.lucas.oh.us/bids.aspx>

3. What is the timeline from the submittal due date until Dec 15? Selection, Approval, Negotiations, Contract Award, Contract Signing?

Response: Vendors are requested to provide timelines based on the following:

April 11, 2012 - Receipt of proposals

April, 2012 – Vendors will be evaluated for possible interviews in April & May

May/June, 2012 – City and District agreement will be prepared as needed

June, 2012 – Vendor will be selected for negotiations with an award by June 29

July, 2012 – Contract will be signed

4. Will potential vendors have an opportunity to inspect the facility? The RFP is silent on this question and vendors are being asked to include the cost of potential upgrades in their pricing. Does the District have upgrades in mind or are they looking for recommendations? It's difficult to envision how an offeror will make recommendations without first inspecting the facility.

Response: Potential vendors may inspect the Matzinger Rd property (owned by the District & the Albion St property owned by the City) and the District would entertain recommendations for upgrades by the vendor in order to achieve the desired results of the MRF.

5. Will the District release files, engineering plans and/or blueprints in electronic form of the site, existing structures, land permits, existing storm water plans/guidelines and soil tests to potential vendors for the Matzinger Road site so that RFP formulations can be fully complete? What is the available site square footage for vendors to utilize safely and productively? What is the District's long term plan for its own use of the site?

Response: Available site information is attached as Addendum 2 - Exhibit A, B & C. Vendors shall provide details regarding their plans to use any desired facility (1011 Matzinger, 2411 Albion or other location). The District uses the Matzinger Rd facility as its location for the District's offices. The District and Fondessy Enterprises have an agreement per Attachment D of the Request for Proposal for District recyclables and the stated term ends December 31, 2014. Any use conflicting with this agreement shall be mutually agreed with the District and Fondessy Enterprises. The agreement also has an "out clause" to take commingle containers to another processor upon 30 days notice. There is no such clause for commingled fiber.

6. Page 6 of the RFP indicates that there are four sets of technical evaluation points (e.g., Qualifications). Yet, there are more than 4 sections in the requested technical proposal outline (starts on page 9) and some technical evaluation points appear to cover more than one technical proposal outline section. For example, the Qualifications points arguably cover both section 2 (Vendor Qualifications and Capacity) and section 5 (Resumes). How does the District propose to allocate points between multiple technical proposal sections?

Response: Page 6 of the RFP will be the basis for points in Stage 1. The items listed on page 9 will be broken down to fit in one of the four sections where points will be awarded as follows:

**Qualifications - Vendor Qualifications and Capacity
Experience Doing Similar Work - Experience Summary
References for Similar Work – References and Resumes
Understanding of Project/District – Project Understanding, Approach, Technical Proposal and activity schedules**

7. What is the District's working timeline from proposal submission (February 29th), to the desired starting date (December 15th)? Pricing is valid for 120 days, which is late June. Does the District intend to make an award decision and have a resolution approved by the Board of Commissioners by then?

Response: The new proposal submission date is April 11 and the Vendor shall provide a timeline based on the response to question 3 above. The District intends to make an award within 120 days.

8. The RFP states on page 8 that the Board of Commissioners will make the award by resolution based on the Maximum Points earned. What does this process entail in Lucas County? Is the vote required unanimous or a simple majority (or something else)? Is the process pro forma (i.e. they're simply validating the staff recommendation), or will the board actually vote their positions on the staff recommendation?

Response: Action will be taken by the Board of Commissioners in the form of a resolution with approval required by a majority of the Board. The Board will act on a recommendation from District staff.

9. Will the City be signing a contract binding its volume to this project or the resulting contract?

Response: The City and District will have an agreement to ensure recycling volumes from the collection of the City's single stream recycling as long as the proposal is in the City's best interest.

10. Section 3 "Experience Summary" on page 13 reads as follows:

“In this section, the prospective Vendor should include that information it deems appropriate to convince the District that it has sufficient direct experience, either with the District and its programs or with programs operated within the District by communities and/or other service providers such that the Vendor understands the specific program management requirements, organizational challenges and working methods used by the District, its communities and its operating partners in order to meet the District’s program objectives during the period of service. The response to this section shall include:”

Our interpretation of this language suggests that direct experience with the District – or communities within the District – in programs other than recycling and/ or solid waste management may qualify prospective vendors without appropriate experience as responsive to this solicitation. Specifically, the use of the word "or" seems to indicate that it is not necessary for potential vendors to have any experience designing, building, or operating a single stream processing facility to be qualified for this project/contract. In order to remove this ambiguity, we propose that the RFP language be modified as follows:

“In this section, the prospective Vendor should include information it deems appropriate to convince the District that it has sufficient direct experience with single-stream recycling programs of similar scope and size to this project such that the Vendor understands the specific program management requirements, organizational challenges and working methods used by the District, its communities and its operating partners in order to meet the District’s program objectives during the period of service. The response to this section shall include:”

Response: Stage 1 details the four categories where points may be earned. With the emphasis of this RFP and the need to provide single stream recycling, Vendors should be clear in providing such response to ensure experience and references for similar work.

11. Given the allotted site acreage at Matzinger Road, it appears to us that keeping the current dual-stream operations on-site will impede the development of a full-fledged single-stream MRF. How does the District envision prospective vendors to propose the construction of a new single-stream MRF at Matzinger Road and have the current supplier continue processing dual-stream material on site? Vendors will be hard pressed to construct a new facility within the existing footprint, handle higher volume logistics, supply another building for the housing of District vehicles, and work around the existing structure that the current supplier is utilizing.

Response: Proposed Vendors will need to review the existing processing agreement and coordinate efforts and/or offer alternatives for use of the Matzinger Road facility through the term of the existing agreement (December 31, 2014).

12. Please provide the current electrical layout, voltage, and amperage design for the Matzinger Road site. Will the current system be able to support a new single-stream MRF operation in addition to the existing supplier’s fiber processing operations?

Response: Site information is provided in Addendum 2 - Exhibit A, B & C as attached to this document. Additional information may be obtained by conducting a site visit to investigate existing electrical components.

13. The RFP requests pricing for District bottles and can volume and City single-stream volume. What is the District’s strategic plan to convert to single-stream, or, are vendors required to base single-stream construction based off of actual volumes currently established by the City? Are vendors expected to take into consideration dual-stream fiber pricing, or is it the District’s assumption that said fiber will be rolled-up under single-stream volume as of January 1, 2015?

Response: The volumes from the City and District are shown in the RFP. Vendors may provide alternatives for future continuation of the District's dual stream (beyond December 31, 2014) vs. conversion from the District's dual stream to single stream. Any future change from the District's current dual stream collection will need to be in the best interest of the District.

14. Page 4, Section III, Item 3 Is the "My Republic Rewards" program operating and will the District provide vendors with data from the program from its inception to current date and forecast strategies?

Response: The City's "My Republic Rewards" program for the City has been in place since September 1, 2011. As of January, 2012, there were approximately 24,000 households out of approx. 95,500 signed up for the program.

15. Page 16, Section X, Item 5: does the District envision vendors to purchase or lease property in the District (other than the Matzinger site), build an operable facility that will accommodate the District's needs, and walk away from the facility and site should they be unsuccessful in retaining the contract after the initial 10-year term? The current language suggests that the site, facility, and equipment will become the property of the District. Will the District take over the leasing arrangements set forth with the respondent's landlord? Will the District provide funding/capital at fair market value for the purchase of the site, facility, and equipment if the site and facility is owned by the respondent?

Response: Proposed Vendors shall provide options for the District to consider and ownership of the facility and equipment would need to revert to the District for subsequent contracts should the selected Vendor not retain the contract beyond the initial term or extensions thereof. Any leasing arrangements taken over by the District would need to be approved by the District. The District and City are not planning to provide funding/capital for the MRF development, however, there may be opportunities for the successful proposer to seek state funded grant and/or loan funds as a joint private/public partnership when such opportunities are identified.

16. It is stated in several areas of the RFP that "host tons" may be placed into the awarded facility. Is the District stating that they have "other" outside volume on the table that will become part of the District's total portfolio? Have there been any discussions with surrounding counties and/or local municipalities to propose agreements to divert tonnage to the new facility upon commencement of operations? If so, will the District elaborate? As detailed in the RFP, approximately 23,200 tons will be delivered to the successful vendor. Could the District clarify what portion of the 25,000 to 40,000 tons referenced in the RFP is projected as growth resulting from the rewards program versus anticipated host volume?

Response: The District has no other host tons allocated or dedicated at this time. The proposal pricing form is for proposed Vendors to show pricing based on assumed host tons for calculation purposes. The vast majority of the projected growth of tons is estimated to come from increased recycling; however, it may also include other tons that the Vendor brings to the facility.

17. In the Fondessy Agreement – Page 19 of 22, "Exhibit B," "Financial Arrangement": Are there any articles or exhibits detailing the financial arrangements of the "Commingle Container Recycling" program between Fondessy and the District? Please provide the current deal structure.

Response: The commingled container recycling is detailed in the District/Fondessy agreement. Basically, it is processed at no cost to the District and there is a 30-day out clause to allow the District to take to another facility. As a result of the proposals, the commingled containers may be processed at the new material recovery facility.

18. Page 5, item 7: 'The acceptable contamination levels (out-throws) shall be less than 6%'. Can you explain this? It looks more like a possible market specification. Is this the residue measurement for the inbound materials?

Response: The incoming recycling material should be assumed to contain less than 6% trash and other prohibited materials. Yes, this is for inbound materials.

19. Is there a characterization (breakdown) for the relative percentages of materials by category (ONP, OCC, PET, etc)?

Response: Nothing beyond what is presented in the RFP

20. Page 6: Will questions be received after February 22 given the extension for the submittal date?

Response: No formal question/response format is anticipated

21. Page 8, Item VII: We see that market conditions for the periods January 2010 through December, 2011 are to be submitted. Will these be the prices (submitted by proposers) used in the evaluation? Have you considered using baseline pricing indicated by public indexes (Official Board Markets, Waste and Recycling News, etc) in order to level the pricing comparison?

Response: Assuming the proposed agreement was in place, we are asking proposed vendors to calculate costs/net revenues to the District/City for the 2010 and 2011 period based on the premise of the new proposal

22. Page 16, item 9: Please clarify the requirement for 'an offer of recognition to the Union...'. Does this condition apply to any possible employees at the Matzinger Road location or is the intent to also apply at the vendor's off-site location as well?

Response: This would apply to any location proposed for the materials recovery facility.

23. Page 42, Part B: Can a proposer submit multiple options (B.1 – B.4)? If so, can they be submitted together or do they need to be submitted as separate 'Pricing Proposal' envelopes (see page 14)?

Response: Vendor may submit multiple options together in one proposal but must submit a separate "Revenue Share and Comments Example" (see page 43) for each respective option.

SEE NEXT PAGE

24.

Section	Request for Clarifications and Modifications
General	<ol style="list-style-type: none"> 1. Is the district committing all its volume to this RFP for the term? <ol style="list-style-type: none"> a. Paper? b. Rigid Containers? 2. If the answer is no, what <u>District</u> volume is being committed? <ol style="list-style-type: none"> a. Paper? b. Rigid Containers? 3. If the answer is yes, can the district provide a history of the volume it is committing over the past 5 years, by both paper and mixed containers and when those volumes will begin flowing into the new facility? See responses # 13 and #17 4. <u>Exclusive of the City Toledo agreement with ReCommunity</u>, does the district have a contract with a processor for rigid containers? <ol style="list-style-type: none"> a. Whom? b. Where does it deliver such tons? c. If yes, for how long? d. When will the agreement be over? e. Can the respondents receive a copy of that contract? f. If not, in what form and to whom does the District take its material? Does the district utilize the same pricing for rigid containers as Toledo? g. If material is source separated, to whom does the material go? See response # 17 5. If the district has an agreement with the City of Toledo, will the District please share that agreement for delivery of City of Toledo tons? <ol style="list-style-type: none"> a. Is there a written commitment for Toledo to use such a facility? If not what happens if the City does not like the respondent's price? b. If not, how is the vendor protected if both the source of District paper and the city tons are at risk? See response # 9
	<ol style="list-style-type: none"> 1. Can the respondents be deemed responsive and use the existing building to transfer? <ol style="list-style-type: none"> a. Short term during construction? b. Long term? See response # 5
Matzinger Building and Grounds	<ol style="list-style-type: none"> 1. How will the vendor work with the existing vendor on site? 2. How can the vendor modify the building while the current vendor is in operation? See response #5

<p>3, 16, 17, Form 9 - p41</p>	<p>Scope of Work / Services</p>	<ul style="list-style-type: none"> ○ QUESTION: What does “or other location” mean? Can City unilaterally require services at another site? The vendor may propose an alternate location (other than Matzinger Rd.) to receive and process recycling materials. ○ QUESTION: District expects to own alternate facility at end of ten (10) year term of Contract? See response #15. • Page 17, Paragraph 13, indicates “should a second site in the City of Toledo be used for these purposes, all costs will be borne by the selected Vendor and the volume will not be detrimental to the collection of materials in this contract.” <ul style="list-style-type: none"> ○ QUESTION: Does this mean, if Vendor proposes its own alternate site, Vendor then has to give priority at its own site to City / District materials? Yes • Page 41, Form 9 - All tip fees and revenue sharing must be for delivery to Facility or to the RTF (Recyclables Transfer Facility) tipping floor <ul style="list-style-type: none"> ○ QUESTION: Does the RTF refer to the alternate facility that may be proposed by Vendor? Yes
<p>3, 4-5</p>	<p>Specifications</p>	<ul style="list-style-type: none"> ○ QUESTION: What does give priority mean? Does it mean host recyclables cannot be processed until City / District recyclables are processed? In the event there is competition for processing capacity, City/District recyclables shall be first priority. ○ QUESTION: Are certain capital improvements required, or at discretion of Vendor? The RFP does not dictate specific required improvements.
<p>4, 14, 17, Form 9 – p 41</p>	<p>Bid Pricing (General)</p>	<ul style="list-style-type: none"> ○ QUESTION: Are Republic and Fondessy the only applicable agreements as to “current agreements” that might be in conflict? Republic will continue to deliver Toledo materials. The ReCommunity can be terminated as noted in the agreement QUESTION: Aren’t these being terminated in favor of Vendor’s winning proposal? No, Republic will continue agreement to collect Toledo material & see response #5 • Paragraph 1., Pricing Document, subparagraph A, indicates “verification of those revenues and/or market values” as to specific business methods for determining revenues. <ul style="list-style-type: none"> ○ QUESTION: What types of verification are acceptable? Types of verification would be dictated by the proposer’s method of establishing the value of each respective commodity as well as the revenue sharing formula. • Paragraph 11., page 17, indicates “Vendors shall indicate how revenue/expenses are verified, and how City / District are assured of maximizing revenue”. Must indicate detailed information as to risks to Vendor / City / District, Vendor expect to secure necessary financing for any improvement, and proposed floor, trigger, ceiling and/or formula pricing through OBM-Chicago yellow sheet or other acceptable method <ul style="list-style-type: none"> ○ QUESTION: What types of verification are acceptable? See previous response. ○ QUESTION / Is District open to alternate indices, as it appears from the above language that District is open to alternate indices? Yes. The District will review and evaluate the proposer’s method for establishing commodity values and select that which is deemed to be in the best interest of the District.
<p>6</p>	<p>Bid Evaluation Factors</p>	<ul style="list-style-type: none"> ○ QUESTION: Paragraph VIII, first paragraph, states three (3) copies, but subsequent paragraph indicates one (1) original and two (2) copies – which is it? One original, two copies and one copy on electronic media in a .pdf file format.

8, 14	Bid Pricing (Specific)	<ul style="list-style-type: none"> ○ QUESTION: Are two separate checks / revenue streams required? The proposal does not require two separate checks • Official Board Markets (Chicago) indicated as index <ul style="list-style-type: none"> ○ QUESTION: Is this index acceptable? Yes • Paragraph 1., Pricing Document, subparagraph C, indicates “verification of those revenues and/or market values” as to specific business methods for determining revenues. <ul style="list-style-type: none"> ○ QUESTION: What types of verification are acceptable? The District will review and evaluate the proposer’s method for establishing commodity values and select that which is deemed to be in the best interest of the District.
10	INSURANCE REQUIREMENTS	<ul style="list-style-type: none"> ○ QUESTION: Is professional liability insurance really necessary? Yes, insurance is required ○ QUESTION: Is professional liability insurance solely applicable to the professional services under the (architects, engineers, et al.) capital improvements project(s) or to cover the whole term of the contract? If for whole term, why? Proposers can propose anticipated insurance requirements and terms
10	Bid / Contract Documents	<ul style="list-style-type: none"> • Form 3 – No Findings for Recovery Affidavit – must affirm that bidder has no “<i>unresolved finding for recovery from the State Auditor per Ohio Revised Code Section 9.24</i>” <ul style="list-style-type: none"> ○ QUESTION: Does this merely mean you can’t be shown to owe the State of Ohio money? This would be determined by the Office of the State Auditor.
10, 12	Indemnity and Hold Harmless	<ul style="list-style-type: none"> • Paragraph 6b, Indemnity, 2 NON PROFESSIONAL LIABILITY, appears to have different indemnity than that indicated on page 10 <ul style="list-style-type: none"> ○ QUESTION: Which indemnity applies, or is this subject to negotiation with Vendor? All contract terms must be deemed mutually acceptable to all signatories.
16, 26	Employees / Qualifications / Audits	<ul style="list-style-type: none"> ○ QUESTION: Does Bidder have to unionize all employees to be employed at Facility, or all employees of Bidder? Proposer is expected to extend an offer of recognition, as stated on page 16, Paragraph 9. • Form 5, Best Bid Criteria Form – Question 2 indicates “Please detail the continuity of the bidder’s workforce.” <ul style="list-style-type: none"> ○ QUESTION: Does this mean Bidder should indicate <u>the lack of transience in Bidder’s workforce</u>? This would help detail continuity of Bidder’s workforce

26. Page 3 of 43, Item I, 1st paragraph: This item alludes to the need to be able to handle the transition of the current Republic Services single stream recyclables contract to the new facility. Question: Since the term of the ReCommunity contract with the City of Toledo runs through July 5, 2013, unless terminated by the City at any time with the giving of 90 days notice, is that the intent of the District, which will then allow the December 15, 2012 start date of this new RFP term to commence?

Response: Yes, the existing contract between the City of Toledo and ReCommunity can be terminated by terms of the agreement. Republic will continue to deliver the materials.

27. Page 3 of 43 – I, paragraph 1 mentions an existing agreement with Republic Services. The agreement referenced in Attachment A is between the City of Toledo and ReCommunity. Question: Is there another agreement that we should be aware of?

Response: The District has an agreement with Republic Services for the collection of the City of Toledo's curbside trash and recyclables (See Addendum 2 - Exhibit D). This agreement will remain in place and allows for the delivery of the Toledo recyclable materials to the new material recovery facility in Toledo. Attachment D refers to the Fondessy Enterprises agreement.

28. General Question: Which contracts are currently in place that impact the implementation of responses to this solicitation, and why has the December 15, 2012 start date of this RFP's opportunity services been selected?

Response: Agreements are noted in the RFP. December 15, 2012 was selected as the target start date. Vendor may choose to propose alternatives with a transition plan.

29. Page 3 of 43, Item I third paragraph: The first sentence begins with "This RFP covers...." does not list commingled paper from the District, only single stream from the City and commingled cans and bottles from the District. Question: How will the commingled fiber (paper) from the District be handled and recycled?

Response: District fiber stream is under contract with Fondessy Enterprises thru December 31, 2014. See response #5.

30. Page 3 of 43, Item I third paragraph: The first sentence ends with the phrase "...and potential host recyclables". Question: What is the actual intent of that phrase?

Response: See response #16

31. Page 3 of 43, Item I third paragraph: The next to last sentence indicates the City of Toledo has a collection agreement with a private hauler. Question: What is the initial term of that agreement, when will it expire, and are extensions possible. Can a copy of that agreement be made available as part of Addendum to this RFP?

Response: The District has a separate agreement with the City and another separate collection services agreement with Republic Services (September 1, 2011 through August 31, 2016). See Addendum 2 – Exhibit D. NOTE: Attachment A of the RFP refers to the ReCommunity and Toledo agreement, not Republic Services.

32. Page 3 of 43 – I, The three components of the RFP as stated herein do not include commingled fiber from the District. However, various sections of the RFP do identify the commingled fiber. Question: Why is this not part of the RFP?

Response: District fiber stream is under contract with Fondessy Enterprises thru December 31, 2014.

33. Page 4 of 43 – Section III 1.0 The hours of operations are stated as Sun-Sat: 4 am to 2 pm. Question: Is this the current facility hours, and does the site need to be manned during these hours or just available for delivery of recyclables?

Response: Dependent on vendor proposal.

34. Page 4 of 43, Item III, District responsibilities – Item 1 indicates that “..., all District collected recyclable material to the site.” Question: Why is this not what is stated on Page 3 of 43, Item I third paragraph

Response: District fiber stream is delivered to Matzinger Rd under contract with Fondessy Enterprises thru December 31, 2014.

35. Page 4 of 43, Item IV, Project Scope and Term – Item 1 indicates “Effective no later than December 15, 2012.....” Question: How can the new contractor access the Matzinger site to make potential equipment/design changes so as to start December 15, 2012 with another operating firm on-site?

Response: See response #5

36. Page 4 of 43, under District Responsibilities: 25,000 to 40,000 tons/yr is a huge tonnage variation presented on the part of the District. Absent a guaranteed tonnage, the Vendor is assuming a huge risk in regards to capital investment and O & M costs. Question: What assurance does a Vendor have in regards to guaranteed tonnage from the District that that Vendor will actually receive?

Response: See response #16

37. Page 4 of 43, under Project Scope and Term: If the District is asking Vendor to assume responsibility for District operations no later than December 15th of this year and up to 10-years thereafter, when is the District, and the City of Toledo, committing to authorize the Start Work Date for the selected vendor? Since Vendors are asked to assume responsibility for “operating” the District’s recycling facility (ies), are they to assume that keys to the facility are essentially provided them and, at that point, all maintenance costs, utility costs, property taxes, supplies, etc. then become Vendor’s responsibilities? Clarify what, if any, financial responsibility remains with the District.

Response: See response #5

38. Page 4 of 43, under Project Scope and Term: The contract with Fondessy expires at the end of 2014. Questions:
- What criteria will the District use to determine whether or not to extend the Fondessy contract?
 - How will that affect the vendor selected from this solicitation?

Response: See response # 13

39. Page 5 of 43, Item IV, Project Scope and Term, Point 7. Bullet Point No. 1 --- Question: How can the processor guarantee the “out-throws” at less than 6% when they are subject to the level of contaminants in the delivered materials which the vendor does not control?

Response: 6% represents estimated trash and other prohibited materials to account for.

40. Page 5 of 43, Item IV, Project Scope and Term, Point 7. Bullet Point No. 3 --- Question: As used herein, how will “optional alternatives” actually be evaluated in the selection process?

Response: The District will review alternatives and act in a manner deemed to be in the best interest of the District.

41. Page 5 of 43, Item IV, Project Scope and Term, Proposed Contract Term --- Question: Since millions of dollars could be expensed in a new system for either the Matzinger Road site upgrades or an alternate site as allowed in the RFP, what is the actual contractual mechanism that the District will employ for protection of payment for the contractors financing of these new assets? For example, allowance of a premature termination notice by the District, without cause before the end of the term [like you appear to have in the current contract with ReCommunity], would be a serious issue, unless payment of the remaining debt by the District was included as part of the contract.

Response: The final agreement shall include expressed terms for termination to the satisfaction of both parties.

42. Page 5 of 43, Item IV, Project Scope and Term, Proposed Contract Term --- Oftentimes, a selection without defined contract terms and conditions leads to extended time for negotiations or changes in the original proposal because of different opinions and contractual obligations that can or cannot be entered into. Question: Why is a Draft Service Agreement for all the Vendors to respond to in their proposals not part of this RFP for a 10-year contract?

Response: The District will fashion an agreement with the successful proposer, with terms and conditions that are mutually acceptable to all parties.

43. Page 5 of 43 – Item 4 if the site and equipment at 1011 Matzinger Road is available for use, but Fondessy Enterprises is on site and currently renting the equipment. Question: How is it to be used or what space is available for unqualified use for the Vendor under this RFP process?

Response: See response #11

44. Page 6 of 43, Item V, notes in **Bold**, the last day that “...written questions and clarification requests...” can be received as February 22, 2012. Nowhere in the RFP does it say the turnaround for responses by the District to submitted question. It could be that several critical questions impacting the final proposal pricing are asked on February 22, and proposals are due shortly thereafter on February 29.

Question: Regardless of when questions are received by the District, can a specific turnaround date for District responses be established that provides enough time after receipt by the prospective proposers (actually the date through your posting on your website is presumed the process) to be considered in our RFP response proposal?

Response: See response # 1 and #2

45. Page 6 of 43, Item VI, presents your Stage 1 and Stage 2 evaluation process. Obviously, getting enough points in Stage 1 is the crucial first step to even be considered in Stage 2. Based on your rating process, getting at least 55 points is critical. Forty of the points are based on the Vendors qualifications, experience and references. Obviously, large national solid waste firms use third-party designers; they do not manufacture the equipment and they are not general contractors. Hence, while they may have many contracts, they also assemble a team for each given project. This just might not be as noticeable, as their size tends to overshadow the actual subcontractors employed. Oftentimes, the large waste firms even subcontract out the hauling services to local and less-expensive truckers. Typically their proposals say little about their actual subcontractors. However, a local firm that has a great long-term business interest in the community will tend to clearly add qualified and experienced subcontractors to help provide them project consulting, detailed design information, a local building contractor, and equipment design/manufacturing and installations. Such local entities tend to be more fully described within a small regional vendor's proposal. Question: How will the vendor's additional team members, that is, the prime vendor's subcontractors, as described above, be specifically considered in each of your four evaluation categories and the points awarded in Stage 1?

Response: See response # 6 and #10

46. Page 6 of 43, Item VI notes that Qualifications will get 20 Maximum Points. Since 20 of 70 points is Qualifications based, and a low score due to the evaluation process used can put you below 55 points and deemed not qualified for Stage 2, understanding the evaluation process more clearly going into the proposal writing, and organization of the proposal response, is very important to the vendors. Question: Since this is not the District's first solicitation, what has been your typical style of "points awarded" in this specific area based on your other proposal evaluations. For example, will any and all proposers associated with more than 5 MRF's get all 20 points? Will the firm associated with the most MRF's get 20 points, while another vendor with only has half as many receive only 10 points, even if more than 5 MRF's, for example. Understanding your basis of award will help in the proposal preparation process so as to clearly identify your most important issues.

Response: See response # 6 and #10

47. Page 6 of 43, under Evaluation of Responses: If the District retains the right to negotiate with more than one Vendor, does the District retain the right to split up the work, i.e. could more than one vendor be selected to handle the recyclables generated?

Response: Yes, if deemed to be in the best interest of District/City.

48. Page 8 of 43, under Compensation: Is it the District's intent that vendors supply pricing for an unknown quantity of dual-stream recyclables, single-stream recyclables, drop-off center recyclables and recyclables from future sources based on one single industry market indicator---the Yellow Sheet Official Board Market report? Tying pricing to this report puts considerable risk on vendor since neither the percentage of materials covered by such report has been identified by District, nor has anything been provided the vendor to accurately estimate, given the RFP's scant discussion on year-to-year recycling volumes expected in the future.

Response: See response #16 and "Revenue share and Comments example" on page 43 of 43.

49. Page 8 of 43 – Question: When will the award / contracts be signed to start (for designing and ordering of equipment)? This is critical since there is a definitive date of Dec 15, 2012 for accepting material.

Response: See response #7.

50. Page 13 of 43, under Project Understanding: How are vendors to supply an Activity Schedule without knowing when the Start Work date will be, and what tonnage will be made available?

Response: See response #7 and Vendors may consider providing a gant chart with project milestones.

51. Page 14 of 43 – Pricing proposal envelope: Question: of the assigned 30 evaluation points for the pricing document, what points will be assigned to each of the items in 1 A-H?

Response: The District suggests that the proposal address each point with sufficient clarity in order to be clearly understood and evaluated.

52. There is no pre-proposal meeting noted in the RFP, which usually would include a detailed tour of the Matzinger facility. Question: How do prospective vendors formally request, and obtain, such a detailed tour led by District staff? Getting familiar with the existing equipment is noted on Page 16 of 43 Item 2, but since a competitor is now operating same under a multi-year agreement, this is not the ideal situation to approach for touring or questioning.

Response: See response #11 and #12. Contact Christopher Pizza at 419-213-2235 or email at cpizza@co.lucas.oh.us in order to arrange a site visit.

53. There are no drawings or site information provided in the RFP relative to the Matzinger facility. Question: How do prospective vendors formally request, and obtain, site drawings, utility information and as-built equipment layouts of the existing Matzinger location? If from the District or the City, consider this item a formal request for same.

Response: See response #12

54. Re: RFP copy of the complete Fondessy Agreement. Question: Could you please confirm that within the 22 numbered pages of this agreement, which the signature page currently numbered Page 9 of 21

should actually be numbered 10 of 22 and thus no additional pages are part of the final agreement, but rather just a page numbering issue?

Response: Attachment D as referenced in the RFP includes the components of the Fondessy agreement.

55. Page 16 of 43 Item 9 at top of page: Question: Since neither the ReCommunity nor the Fondessy agreements mention the requirements for a Union, why is this Union recognition a requirement for the operation of the MRF under this particular contract with the District?

Response: Vendors shall extend an offer of recognition to the union as noted in the RFP.

56. Page 16 of 43 Item 9 at top of page: Question: Since the District is familiar with this Union, can the District provide a complete copy of the local Union (AFSCME) agreement, including rates, as part of an Addendum?

Response: New contract is subject to negotiation.

57. Page 16 of 43, Section IX. Item 9 at top of page: What other union-related issues will the District mandate as part of this contract since the Item 9 is operations-related and nothing is stated about construction or transportation labor?

Response: Vendors may propose alternatives as Item 9 is in reference to the operation of the MRF.

58. Page 16 of 43 – Section X, Item 1 Question: If the plan is to utilize a portion of the facility at 1011 Matzinger Road, please explain what is available that will not be in conflict with the current agreements? Also, please explain how shared expenses (utilities) will be determined.

Response: See response #5

59. Page 16 of 43, Section X. Item 5 discusses other site use and ensuing "...ownership of the District upon completion of the contract". Question: What is the proposed financial mechanism to be used by the District to achieve this facility ownership from the Vendor?

Response: See response #15

60. Page 16 of 43 – Section X, Item 5, Question: If another location is used, it is stated that the facility would be under ownership of the District upon completion of the contract, does this include all stationary and mobile equipment and how would you handle the property if owned or leased? Can the vendor include an end of contract buy out option to the District

Response: See response #15

61. Page 16 of 43, Section X. Item 7: Question: Since it is deemed public information, could the District provide a representative invoice from the current contractors for each of the three material streams now received and handled by the two contractors providing your current services under the agreements provided in the RFP?

Response: See Addendum 2 - Exhibit E

62. Page 16 of 43, under Additional Information and Details: If the District intends to own the Matzinger Road facility for the duration of a contract resulting from this procurement, are there costs associated with the facility that the District also will retain (e.g. structure itself, property taxes, utilities, paving, storm water drainage, traffic control, etc.)?

Response: See response #15

63. Page 16 of 43, under Additional Information and Details: With only a 10-year contract being expected from this RFP process, is it reasonable for the District to specify that any new facility be relinquished by select vendor to District upon expiration of this contract? Does that include equipment inside the facility? Are there any requirements as to final condition of such equipment or building structure?

Response: See response #15

64. Page 16 of 43, under Additional Information and Details: Question: Will the selected vendor be issued guarantee that he will receive 100% of City/District-collected recyclables for the duration of the contract?

Response: See response #13 and #16 and #17. The District will fashion an agreement with the successful proposer, with terms and conditions that are mutually acceptable to all parties.

65. Page 17 of 43 Item 13: Question: Since the current District contract is short-term, why does this item imply no Vendor responsibility for District mixed fiber/paper processing during any period of the 10-year term?

Response: See response #13

66. Page 17 of 43 Item 14: This item implies Vendor responsibility; but the Vendor is not collecting the recyclables. Question: Therefore, what are the projected District and City increases in their annual processible material deliveries over the 10-year term of the proposed agreement under this RFP, and on what assumptions are these increases based?

Response: See response # 16

67. Page 17 of 43 Item 15: This item requests "...estimated projected tonnage of merchant recyclables....as host tons per year". Also, on Page 41 of 43 there is no mention of Merchant tonnages on Form 9 Vendor's Pricing Proposal Forms but you do allude to Host Tons. Question: Since estimated tonnages are not guarantees, (1) how does the District intend to use this information in the evaluation

process, and (2) what is the intent of the District by referring to these as “host tons per year”, especially if the site were or were not at Matzinger Road?

Response: See response #16

68. Page 18 of 43 – Section X, Item 19, Question: Is this scale requirement currently in place and available for use by the Vendor at the 1011 Matzinger road facility even within the current contractor’s operational constraints?

Response: See response #5. Proposer must address item 19.

69. Page 26 of 43, Form 5 – Question: This Best Bid Criteria Form does not provide enough room for Vendor entries; how does the District want the form completed based upon the outline of information presented elsewhere in the RFP and the significant length of support materials to be provided by the Vendor?

Response: Provide attachments to the Best Bid Criteria Form as deemed necessary.

70. Page 41 of 43, Form 9 --- Will the District and the City be guaranteeing the annual flows of their recyclables for each of the ten years proposed for the term of this RFP Agreement?

Response: The City single stream and District commingled bottles and cans will be dedicated to the MRF and the terms of the agreement will be to the satisfaction of all parties.

71. Page 41 of 43, Form 9 --- Assuming the “main” solicitation is for processing of both District and City material, options 1 and 2 require pricing should their materials be split. While a reasonable request, why isn’t an option available for vendor to handle just the fiber material from District drop-off center collection, in light of the Fondessy contract potentially ending December 31, 2014?

Response: See response # 13

72. Page 41 of 43, Form 9 --- With the District and City having the ability to contract separately for processing of their respective tonnages, responders to this RFP do not have any sense of volume that they will be expected to handle. Again, a matrix or table should be offered to reflect pricing based on various tonnage ranges and material makeup. Consider this item a formal request for such a matrix.

Response: See page 43 of the RFP

73. Page 41 of 43 – The RFP states that the District and City are prepared to contract separately under Options 1 and 2 if needed. Question: Can a lower cost option alternative proposal be presented?

Response: Vendors are invited to provide alternate proposals.

74. Page 43 of 43 – Question: The titles of the columns show option 2 and option 3, should this be Option 1 and Option 2 as on prior page?

Response: Yes, it is the intent that these be option 1 and 2.

75. Attachment A – Question: To provide a level playing field, please provide the detailed financial invoices/reports from ReCommunity pertaining to the District-provided services, which clearly indicate the monthly tonnages and revenue paid to the City from this contract.

Response: See response # 61

76. Attachment A - Question: Is ReCommunity going to be allowed a “right of first refusal” before the City decides to secure the services of any other processing vendor?

Response: See RFP Attachment A

77. Attachment A - Question: Is this the best available example of the likely contract details a vendor should expect if selected as processor via this solicitation?

Response: The District will fashion an agreement with the successful proposer, with terms and conditions that are mutually acceptable to all parties.

78. Referring to RFP Attachment D - Question: What criteria will be used by the District to decide on whether or not to extend the Fondessy contract after the initial term ends on December 31 of 2014?

Response: The District will act in the best interest of the District.

79. Referring to RFP Attachment D - Question: What assurance do RFP responders have that such criteria of the RFP will actually be used versus the possibility of the District attempting to re-negotiate with Fondessy based on pricing received through this solicitation?

Response: This RFP process will stand on its on merit and the District will act in the best interest of the District.

80. Referring to RFP Attachment D - Question: The RFP should provide detailed financial reports from Fondessy clearly indicating the monthly revenue paid to the District from this contract. This data should be provided now as a RFP addendum.

Response: See response # 61

81. Referring to RFP Attachment D Question: The footer to this contract document states that it is a DRAFT. Please provide FINAL version.

Response: The version in the RFP is the FINAL version with label as DRAFT.

82. At the back of the RFP: the Fondessy Enterprises Agreement with the District for operation of the Districts MRF indicates that it runs through December 14, 2014. Different than the ReCommunity agreement, no early termination clause is noted unless the contractor was in Breach. Question: How will the District deal with this contractual situation vis-à-vis the date of operation requirement of the new contractor under the RFP requirements and the December 14, 2014 end-of-term date of Fondessy?

Response: See response # 5 and #11

83. Page 3 of 43 – I, Question: What is the District’s definition of “host recyclables”?

Response: See response #16

84. Page 3 of 43, under Purpose: What is the District plan in regards to “host recyclables”, i.e. is the District going to actively solicit for material or just position themselves to process whatever volume happens to be delivered to them?

Response: See response # 16

85. Page 4 of 43, Item II, last sentence: This sentence ends with the phrase “...at the District’s site.” Question: If the project to be “at the District’s site at 1011 Matzinger Road, or all other sites actually allowed as stated in the very first paragraph of Section I. Purpose?

Response: District will entertain alternate sites located in Toledo Ohio

86. Page 4 of 43, Item III, District responsibilities – Item 2 indicates that “The District and the City of Toledo will coordinate delivery of all of the City’s curbside single stream recyclables....to the site.” Question: This implies that the City will have the current private hauler used by the City for single stream recyclables (or whomever that might be as of December 15, 2012) bring all their collected materials to the new facility for processing; is that true?

Response: See response # 9

87. Page 4 of 43, Item IV, Project Scope and Term – Item 1 indicates “Effective no later than December 15, 2012.....” Question: how can this date be achieved with another contractor located there at the same time under their own contract?

Response: See response #11

88. Page 4 of 43, under District Responsibilities: In regards to hours of operation stated, is it a requirement of the District that each Vendor plan on providing sufficient staff available 7 days a week from 4am-2pm? These hours of operation seem peculiar in light of those typical of other MRF operations. Vendors are referred to Attachment B for tonnage data, but the data doesn’t differentiate between drop-off center and dual-stream programs. Since each of these components has drastically different contamination levels, the data needs to be clarified.

Response: Dependent on vendor proposal. See page 43.

89. Page 4 of 43, under District Responsibilities: If the District is offering to make available all existing information, the minimum necessary requested of the District for the Vendor to prepare a reasonable response includes the following questions:

- a. Information on what effort(s) does the District is committed to taking in regards to educating the public, working with multi-family units and commercial establishments relative to expanding recycling efforts, and following the City's lead toward a move to single-stream collection?
- b. Does the District plan on expanding its drop-off center presence or evolving to curbside recycling? If so, what is the timetable?
- c. What near-term actions or activities need to arise within the District to cause movement away from drop-off centers and the District's extended implementation of curbside collection?

Response: The District Solid Waste Plan as approved by the OEPA calls for drop-off infrastructure to be maintained and as well as providing assistance to encourage non-subscription curbside recycling programs. The most recent plan update is located on the Lucas County website.

90. Page 4 of 43, under Project Scope and Term: Question: Will the District or City have any input into what facility design the Vendor elects to use to process recyclables from these government entities?

Response: No specific improvements are required. End result to be beneficial to all parties.

91. Page 5 of 43, under Project Scope and Term, Item 7: The list provided is stated to consist of the "minimum" items. Questions:

- c. Who will be responsible for determining whether or not this list will expand?
- d. What if vendor determines that an item or items on this list cannot be processed cost-effectively; can item be removed?
- e. Will #3-#7 plastics be limited to plastic containers or will swimming pool liners, plastic furniture, vinyl siding, etc be allowed?
- f. Will there be a size limit on household scrap metal?
- g. Will coat hangers be allowed?
- h. Will plastic bags be allowed to contain any of the identified items?
- i. Will bags of plastic bags be considered acceptable?

Response: Expansion of acceptable material streams will be dictated by each respective proposal.

92. Page 4 of 43, under Project Scope and Term, Item 7: Questions:

- j. Is the 6% contamination level one that the District commits to ensuring relative to delivered loads or the maximum level allowed from MRF operations?
- k. If the latter (that is, the maximum level), how can a vendor be held to that standard if material on the receiving end is contaminated at far higher levels?

- l. What would be the consequences of vendor failing to meet this standard? Will there be no differentiation on this contamination level based on the % of single-stream material being delivered to the processing facility?
- m. How will the District drop-off centers be kept minimally contaminated, or won't the District commit to any such cleanliness standard?

Response: 6% represents estimated trash and other prohibited materials to account for.

93. Page 5 of 43, Item IV, Project Scope and Term, Point 7. Bullet Point No. 2 --- Question: What is meant by the term "Favorable consideration" and how will that be evaluated in the numerical awards of the selection process?

Response: The District/City will act in each party's best interest.

94. Page 5 of 43 – Item 7 Question: Please define "other household scrap metal"

Response: This is open for vendor to propose. There is no set criteria for defining in the RFP.

95. Page 6 of 43 – Question: Does the term "similar work" relate to recycling processing and /or handling in general, or to the processing of the specific commodities. Also, does it extend to the individuals involved in performing the required services?

Response: See response #6 and #10

96. Page 7 of 43, Item VI, Stage 1 Review: Question: In the third bullet point, could you please clarify that location of the "...minimum qualifications outlined in the Request for Proposals".

Response: See response #6 and #10

97. Page 7 of 43, Item VI, Stage 1 Review --- bottom of page, bolded sentence that reads "**Submissions which do not meet all of the above first stage review submission requirements will be deemed "Non-Qualified" and will not be reviewed for Stage 2.**" Question: Is not the Stage 1 evaluation a "points-based evaluation"? Some of the previous 11 bullet points are presented as point-awarding criteria to see if the vendor can accumulate 55 of the 70 points. However this statement reads as if the evaluation is a pass-fail evaluation. Could your proposal evaluation process please be more clearly defined to eliminate this apparent inconsistency?

Response: See response #6 and #10

98. Page 8 of 43 – Section VI, Question: In Stage 1, the evaluation process, will any points be awarded to a local tax paying company vs. an out of County or out of State company?

Response: See response #6 and #10

99. Page 8 of 43, Item VI, Stage 2 Review states that it is limited to 4 items. The initial 3 [of these 4 items] at the top of Page 8 of 43 are more related to either you provided the information or not, versus an item for relative comparison versus whatever the other vendors submitted. However, the fourth item relates to the net benefit (net cost and/or revenues) and is definitely a “comparison item” for review versus the other vendors, Question: How does the District envision splitting up the points for these 4 evaluation items that now total 30 points? What is your approach for the determining how the Net Benefit points will be awarded based on the different vendors cost submittals, especially with the Net Benefit item being the key cost item of each Stage 2 proposal?

Response: See response #6 and #10

100. Page 8 of 43, Item VI, last paragraph regarding the award by the Board of Commissioners is under the Stage 2 review section with no new heading – Question: is the “Maximum Points earned” as stated therein only for the Stage 2 cost proposal points, since all vendors that have made it to the Stage 2 opening have earned at least 55 points, and thus could be deemed capable and experienced enough to do the project as defined by the District RFP?

Response: Review process is in two stages.

101. Page 8 of 43, Item VII, end of first paragraph states “...will compel Vendors to provide the most effective solution with the Vendor’s investment in a single stream facility in the City of Toledo.” Question: Has the District and/or the City actually studied the flows and marketplace to justify such a statement? If so, can that information be made available to the potential Vendors so it may be considered in our proposal?

Response: See page 41, first bullet.

102. Page 8 of 43, Item VII, end of last paragraph alludes to “projected volumes”. Question: Does the District and the City have an estimate of the future “projected volumes”, which is most helpful if presented as tonnages, which may be considered in our proposal?

Response: See response # 13 and #16

103. Pages 10 through 12 of 43, re: Insurance--- In the RFP, these three pages of Insurance Requirements are to be provided by the Vendor but the District contract with Fondessy (noted in the RFP as attachment D) for similar services signed in January 2010 only has on page 5 of 22 in Section 7 four main insurance requirements. Also, the City of Toledo July 2010 agreement with ReCommunity only has one sentence on Page 4 about Insurance and treats it as a general responsibility-type requirement based on the roles and responsibilities. Question: Has something happened to the District or the County that has been the reason to significantly increase the insurance requirements for this particular RFP?

Response: Insurance requirements are proposed as recommended by the County Risk Management Department. Specific terms shall be negotiated in the final terms of the agreement.

104. Page 10 of 43 – D, Question: If key positions will not be filled until award, should we use title in place of person's name?

Response: Yes and Indicate position as unfilled. Proposer is responsible for clarity.

105. Page 13 of 43, under Project Understanding: How are vendors supposed to indicate their understanding of project goals when the RFP fails to identify and commit to District goals?

Response: See response # 10

106. Page 13 of 43, under Project Understanding: How are vendors to supply an Activity Schedule without knowing when the Start Work date will be and what tonnage will be made available?

Response: December 15,2012 was selected as the target start date. Vendor may propose alternatives. See response #7 and consider providing a gant chart with project milestones.

107. Page 14 of 43 Item 6 References. Question: Please clarify if three references are for the Vendor, in total, or are you requesting three references for any and all "key personnel" identified in the Proposal. This project will include design, general construction, equipment selection, construction management and start-up, facility operations, product marketing, etc. Since there are many aspects of this project, if four or more key personnel are noted for the different phases of the project, are you really asking for say, 12 references (three references for four people), or just three references for the entire Vendor team?

Response: See response # 10. References are used to demonstrate the project team's previous successful engagements.

108. Page 15 of 43 Item 2 at the top of page relative to the Page 20 of 43 Personal Property Tax Statement Form. Question: As part of the proposal, must each sub-Vendor also complete the tax statement form noted, or can a letter from each proposed sub-Vendor satisfy this personal property tax requirement?

Response: Proposers shall be responsible for ensuring sub-Vendors comply with requirements.

109. Page 16 of 43, under Additional Information and Details: Question: For cost-effective operations, why can't the City and District work the same weekly collection schedule?

Response: Schedules remain as stated.

110. Page 16 of 43, under Additional Information and Details: It will be tough to define how residue will actually be handled over a 10-yr contract lifespan given the fact that additional items may be added and given the drastically different market conditions that have existed over the past half dozen years. Question: Besides the Vendor saying "disposed of in a state approved landfill" for example, does the District have any additional issues that this item is trying to force the Vendor address?

Response: Residue must be disposed of in a landfill “designated” by the District.

111. Page 18 of 43 – Section X, Item 20, Question: Is the residue from recyclables required to be disposed of in-district? If not, are evaluation points awarded if the district is able to receive fees associated with the residue from recyclables?

Response: Residue must be disposed of in a landfill “designated” by the District.

112. Page 18 of 43 – Section X, Item 21, Question: Is this necessary if the additional material is related to host recyclables and not the City of Toledo or District recyclables?

Response: The District desires to identify additional material streams that will help the District satisfy OEPA mandated diversion goals.

113. Question: Page 21 of 22 of the Fondessy Agreement, titled Exhibit C, gives the impression a Form of Letter of Credit or Performance Bond was executed. If an LOC or Bond were executed by this company, could the District please provide a copy of same?

Response: See Addendum 2 – Exhibit F showing the annual performance bond as provided by Fondessy Enterprises

114. Referring to RFP Attachment D - Question: What proportion (%) of the annual contract amount does the \$75,000 surety represent (Section 4.6.1)?

Response: Depends on market conditions.

115. Regarding Exhibit A: Question: What equipment, if any, will remain at the Matzinger Road facility for use by the new vendor selected via this procurement?

Response: See response #5 and #11

116. Regarding Exhibit A: Question: Since the Matzinger Road facility will remain owned by the District, what amount of property or personal tax is expected to be the obligation of the selected new vendor?

Response: This is likely related to the actual portion of the improvements and should be considered in the proposal.

117. Regarding Exhibit A: Question: The definition of “Operating Days” appears to conflict with the hours specified earlier for receipt of material from both the City and the District?

Response: May be dictated by Vendor’s proposal.

118. Regarding Exhibit A, Section 3.4.3, Question: Can any clarification be offered by the District concerning allowing the new contractor to ‘downgrade’, versus out-and-out load reject, when

contamination levels in delivered materials are determined by MRF operator to exceed contractual limits?

Response: May be dictated by Vendor's proposal.

119. Regarding Exhibit A, Section 3.4.4, and Question: does the District hold the right to essentially terminate deliveries with a simple 30-day notice?

Response: See response # 17.

120. Regarding Exhibit A, Section 3.4.5.2, and Question: Can the District offer clarification assuring that plastic swimming pool liners, plastic lumber, vinyl siding, etc are excluded from what the vendor is expected to accept. The word 'container' should be stressed.

Response: Proposal shall include a list of acceptable and non-acceptable material streams while considering the items listed in the RFP.



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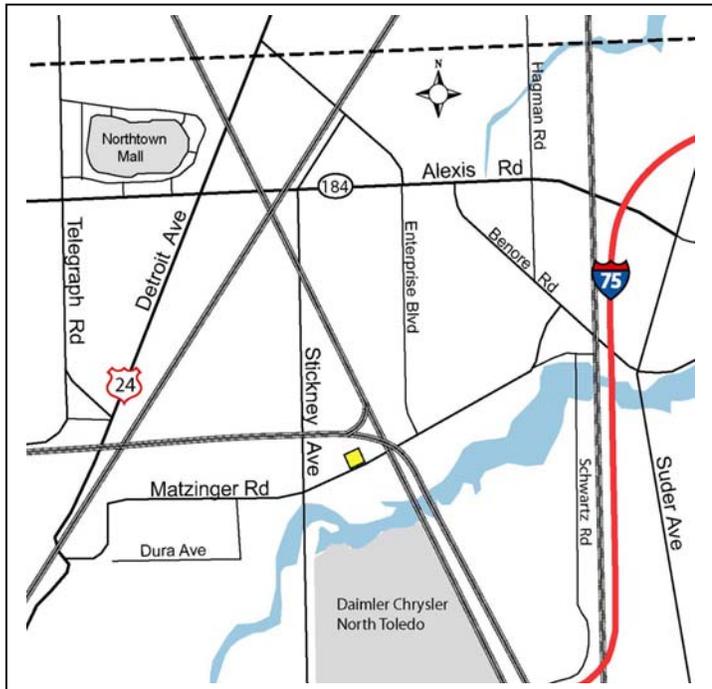
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Four SeaGate
 Suite 608
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**INDUSTRIAL BUILDING
 FOR SALE**

**1011 MATZINGER ROAD
 TOLEDO, OH 43612**



SALE PRICE: \$795,000

General Information:

- Building Size:** 28,800 square feet
- Number of Stories:** 2 story office
- Year Constructed:** 1966, 1983 and 1997
- Condition:** Fair
- Acres:** 4.46
- Land Dimensions:** 300' x 670' (irregular)
- Closest Cross Street:** Stickney/Enterprise
- County:** Lucas
- Zoning:** IG General Industrial
- Parking:** 10 spaces
- Curb Cuts:** 2
- Street:** 2 lane

For more information, contact: 419/249-7070

Ken Marciniak, SIOR – ext. 6302

kmarciniak@signatureassociates.com

Joe Rutherford – ext. 6323

jrutherford@signatureassociates.com

www.signatureassociates.com

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INDUSTRIAL BUILDING FOR SALE

**1011 MATZINGER ROAD
 TOLEDO, OH 43612**

General Building Specifications:

Office Space: 3,600 square feet
Manufacturing/Warehouse: 25,200 square feet
Exterior Walls: Concrete block, brick and metal siding
Structural System: Steel beam
Floors: Concrete
Basement: No
Power: 400 amp/277/480V/3 phase
Security System: Yes
Sprinklers: No
Signage: Facia
Rail: Yes
Cranes: No
Floor Drains: No

Utilities:

Electric – Toledo Edison
 Gas – Columbia Gas
 Water – City of Toledo
 Sanitary Sewer – City of Toledo
 Storm Sewer – City of Toledo

Building Information:

Current Occupants: Lake Erie Recycling
Occupancy Date: Upon Closing

Sign on Property: Yes

Key Available: No- shown by appointment

Remarks:

- Former 7,600 sf cross dock facility located on a heavy haul route.
- Later additions include a 10,000 square foot building with 4 drive-in doors and an 8,000 sf warehouse building added on to cross dock.
- Site has a 575' rail spur.
- Recycling equipment and an 80,000 lb truck scale available for sale.

Real Estate Taxes as of 2006:

TD: 22

Parcels: 80611 and 80617

Assessor Numbers: 02-917-039 and 040

Total Annual Taxes: \$14,928.80

For more information, contact: 419/249-7070

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kmarciniak@signatureassociates.com

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jrutherford@signatureassociates.com

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INDUSTRIAL BUILDING FOR SALE

1011 MATZINGER ROAD TOLEDO, OH 43612

Office Specifications:

Office Space: 3,600 sf (1,800 sf per floor)

Roof: Flat

Floor Coverings: Carpet and vinyl tile

Ceiling Height: 8'

Heating: Gas forced air

Air Conditioning: Central

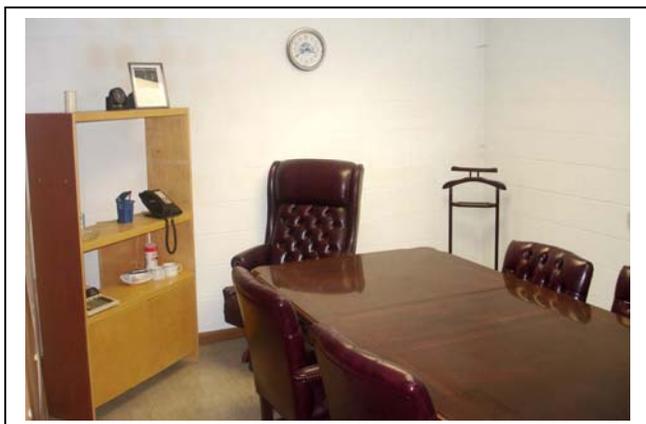
Restrooms: 2 per floor

First Floor Features: Employee break room
and storage areas

Second Floor Features: 6 offices including
Weighmaster office



Office Reception Area



Office Conference Room



Office Scale Room

For more information, contact: 419/249-7070

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kmarciniak@signatureassociates.com

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jrutherford@signatureassociates.com

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INDUSTRIAL BUILDING FOR SALE

1011 MATZINGER ROAD TOLEDO, OH 43612

Shop Building #1 Specifications:

Shop Space: 7,600 sf cross dock and 8,000 sf warehouse

Roof: Metal

Ceiling Height: 8' to 16'

Heating: Ceiling unit heater

Air Conditioning: None

Lighting: Metal halide

Restrooms: None

Overhead Door: 5 doors – 1 each 10' x 17', 12' x 12', 10' x 16' and 2 – 12' x 16'

Truck Well/Dock: 5 - 8' x 8'. Potential exists for an additional 7+ docks to be reinstalled.



Ramp leading from Building 1 Warehouse to Cross Dock Area



Dock High Door Area



Building 1 Warehouse Area

For more information, contact: 419/249-7070

Ken Marciniak, SIOR – ext. 6302

kmarciniak@signatureassociates.com

Joe Rutherford – ext. 6323

jrutherford@signatureassociates.com

www.signatureassociates.com

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**INDUSTRIAL BUILDING
 FOR SALE**

**1011 MATZINGER ROAD
 TOLEDO, OH 43612**

Shop Building #2 Specifications:

- Shop Specs:** 10,000 sf (100' x 100')
- Building Type:** Warehouse
- Roof:** Metal
- Floors:** 6" reinforced concrete
- Ceiling Height:** 28' to 30'
- Heating:** None
- Air Conditioning:** None
- Restrooms:** None
- Overhead Door:** 4 – 16' x 16' with openers
- Truck Well/Dock:** No
- Building Features:**
 - 2 floor scales
 - Concrete bollards at all doors
 - Expansive concrete apron surrounds building
 - Metal halide lighting



Building 2



575' Rail Spur



Employee Lockers and Break Room

For more information, contact: 419/249-7070
Ken Marciniak, SIOR – ext. 6302
kmarciniak@signatureassociates.com
Joe Rutherford – ext. 6323
jrutherford@signatureassociates.com

www.signatureassociates.com

The information contained herein is from sources deemed reliable, but no warranty or representation is made as to accuracy thereof. It is subject to correction of errors, omissions, change of price prior to sale or withdrawal from market, all without notice. Further, no warranty or representation is made in regard to any environmental condition that may or may not exist.



Commercial Real Estate
Brokers/Advisors
Property Management
Consultants

Four SeaGate
Suite 608
Toledo, Ohio 43604

INDUSTRIAL BUILDING FOR SALE

1011 MATZINGER ROAD TOLEDO, OH 43612



For more information, contact: 419/249-7070

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SURVEYOR'S CERTIFICATION

The Undersigned hereby certifies to L. KEVIN LITTLE AND JACQUELINE LITTLE & SOCIETY NATIONAL BANK, that the drawing herein is representative of a true and accurate survey made by the undersigned; that the premises were established by actual field measurements; that monuments were found and set hereon; and that all properties surveyed and described on the attached descriptions are contiguous along their entire common boundaries and are enclosed within the perimeters thereon.

Further, I certify that the right-of-way line for the Toledo Terminal Railroad (by deed) is completely contiguous to the Northerly perimeter line of the premises along the entire parcel.

Further, I certify that no improvements on the premises in question encroach over the property lines of the premises in question; that no improvements on property other than the premises in question encroach onto the premises in question; and that no improvements on the premises in question encroach on the easements as shown in title number TM/TF-387339.

And further, I certify that there are no buildings nor structures of any kind; nor monuments, iron pins, encroachment, nor easements (to the best of my knowledge) located on said property other than those above.

Jose G. Silva
Jose G. Silva, P.S.
Registered Survey No. 7247

I hereby certify that the parcel of land described hereon is in ZONE C, which is not in a special flood hazard area as described in FIRM, Flood Insurance Rate Map 395373 0010 C.

I HEREBY CERTIFY THAT THE RIGHT OF WAY LINE OF THE TOLEDO TERMINAL R.R. WAS DETERMINED BY ACCEPTING DEED DISTANCES ONLY.

Survey Prepared for L. Kevin Little & Jacqueline Little & Port Lawrence Title & Trust Co. & Society National Bank of Part of the Northwest quarter of Section 18, Town 9 South, Range 8 East, in The City of Toledo, Lucas County, Ohio.

LEGAL DESCRIPTION

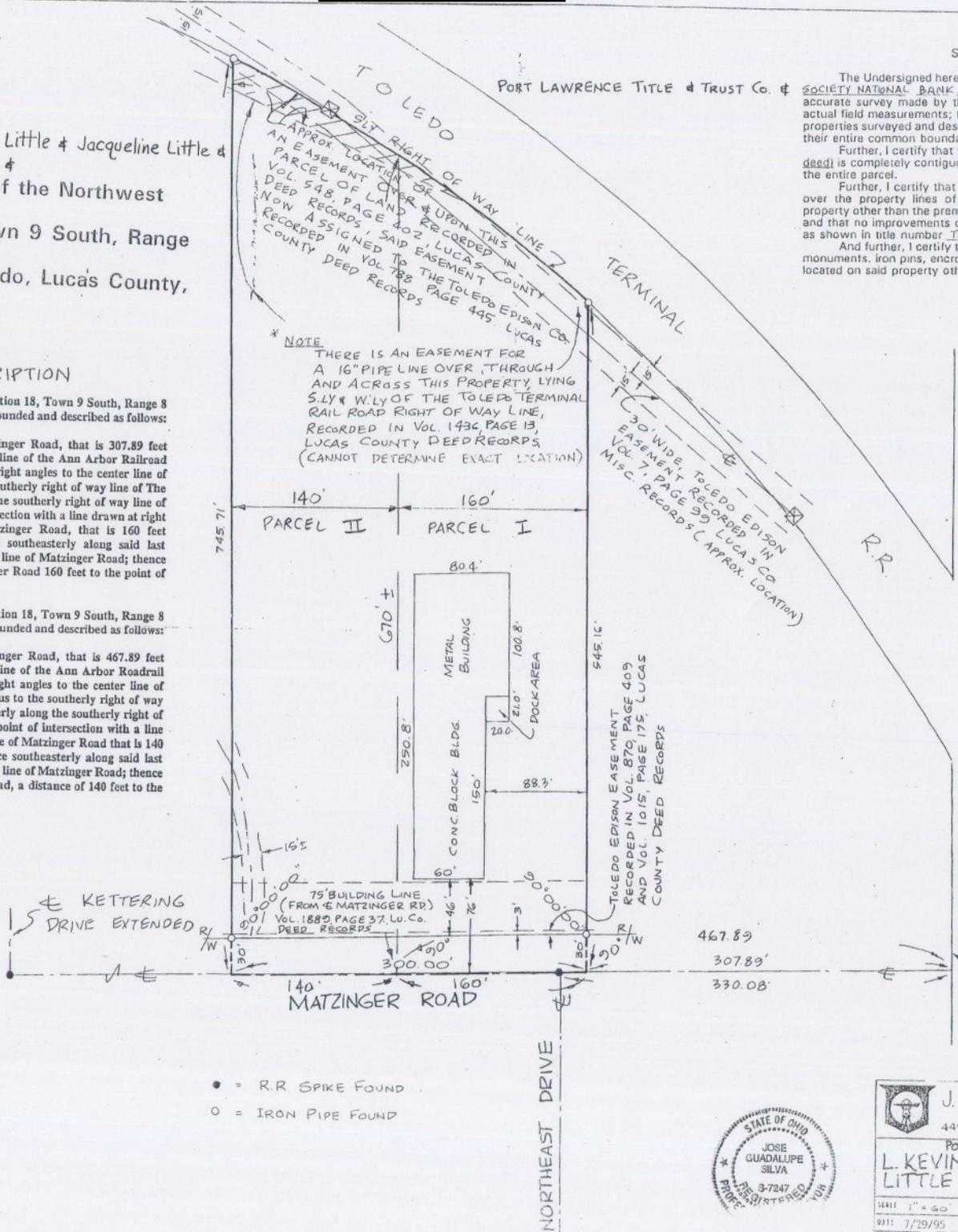
Parcel I: That part of the northwest 1/4 of Section 18, Town 9 South, Range 8 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Beginning at a point on the center line of Matzinger Road, that is 307.89 feet southwesterly of its intersection with the westerly line of the Ann Arbor Railroad Company Right of Way; thence northwesterly at right angles to the center line of Matzinger Road, a distance of 545.16 feet to the southerly right of way line of The Toledo Terminal Railroad; thence westerly along the southerly right of way line of The Toledo Terminal Railroad to the point of intersection with a line drawn at right angles from a point on the center line of Matzinger Road, that is 160 feet southwesterly of the point of beginning; thence southeasterly along said last described line 670 feet plus or minus to the center line of Matzinger Road; thence northeasterly along the said center line of Matzinger Road 160 feet to the point of beginning.

Parcel II: That part of the northwest 1/4 of Section 18, Town 9 South, Range 8 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Beginning at a point on the center line of Matzinger Road, that is 467.89 feet southwesterly of its intersection with the westerly line of the Ann Arbor Roadrail Company right of way; thence northwesterly at right angles to the center line of Matzinger Road, a distance of 670 feet plus or minus to the southerly right of way line of The Toledo Terminal Railroad; thence westerly along the southerly right of way line of The Toledo Terminal Railroad to the point of intersection with a line drawn at right angles from a point on the center line of Matzinger Road that is 140 feet southwesterly of the point of beginning; thence southeasterly along said last described line, a distance of 745.71 feet to the center line of Matzinger Road; thence northeasterly along the center line of Matzinger Road, a distance of 140 feet to the point of beginning. Subject to legal highways.

* NOTE
THERE IS AN EASEMENT FOR A 16" PIPE LINE OVER, THROUGH AND ACROSS THIS PROPERTY, LYING S.W. 1/4 W. 1/4 OF THE TOLEDO TERMINAL RAIL ROAD RIGHT OF WAY LINE, RECORDED IN VOL. 143C, PAGE 13, LUCAS COUNTY DEED RECORDS. (CANNOT DETERMINE EXACT LOCATION)



- = R.R SPIKE FOUND
- = IRON PIPE FOUND



J.C. ANDRUS & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
445 10TH STREET, TOLEDO, OHIO 43604 TELEPHONE (419) 248-3737

PORT LAWRENCE TITLE & TRUST CO AND
L. KEVIN LITTLE AND JACQUELINE LITTLE AND SOCIETY NATIONAL BANK

SCALE 1" = 40'	DRAWN BY J.G.S.	REVISED 8-23-95	REVISED
DATE 7/29/95	APPROVED BY	DATE 8-25-95	REVISED
DATE 7/29/95			DATE 8/25/95

955-7794

SERVICE PROVIDER AGREEMENT

This Agreement entered into as of July 5, 2011 by and among the Board of Commissioners of Lucas County, Ohio, (the "Board"), by and on behalf of the Lucas County Solid Waste Management District (the "District"), established and maintained under the laws of the State of Ohio, with offices located at 1011 Matzinger Road, Toledo, Ohio 43612, and Allied Waste Services of North America, LLC ("Allied Waste"), aka Republic Services, a corporation with its principle place of business located at .

WHEREAS, the District is established by Lucas County pursuant to Chapter 343 of the Ohio Revised Code to effectuate the purposes of preparing, adopting, submitting, and implementing a Solid Waste Management Plan (the "Plan"), pursuant to Sections 3734.52 et seq. of the Ohio Revised Code, and providing for the safe and sanitary management of solid wastes generated within all the incorporated and unincorporated territory of the District; and

WHEREAS, the District is committed to establishing solid waste management strategies, as identified in the Plan, for the collection and recycling of solid wastes generated within the District to reduce, recycle and reuse such solid wastes; and

WHEREAS, in conjunction with its solid waste management strategies, the District desires to facilitate regional solid waste collection and recycling services within the territorial jurisdiction of the District; and

WHEREAS, the City of Toledo (the "City") has determined it is not economically feasible for the City to continue to provide solid waste and recycling collection services within its territorial jurisdiction; and,

WHEREAS, consistent with the District's solid waste management strategies and the City's intent to discontinue providing solid waste and recycling collection services within its territorial jurisdiction, the District desires to secure solid waste collection and recycling services for solid waste generated within the District, including but not limited to the City, to be provided by a service provider *as authorized by Sections 343.02 and 3734.55 of the Ohio Revised Code*; and

WHEREAS, in order to secure solid waste collection and recycling services for solid waste generated within the District, the District has received proposals from private service providers for the collection and recycling of solid wastes generated within the District, including but not limited to the City; and

WHEREAS, Allied Waste has submitted a technical proposal (the "Proposal" attached hereto and fully incorporated herein by reference as **Exhibit "A"**) in response to the District's request for proposals and the Board, by and on behalf of the District, has determined by Resolution # 11-449 adopted May 17, 2011, that Allied Waste is the lowest and best bidder for providing solid waste and recycling collection services for solid waste generated within the District, including but not limited to the City; and

WHEREAS, in conjunction with this Agreement and in reliance upon the City's cessation of the collection of solid waste generated within the City, the District has entered into an agreement with the City for providing solid waste and recycling collection services for solid waste generated within the City (the "Solid Waste Collection and Recycling Agreement" attached hereto and to the extent applicable to Allied Waste is incorporated herein by reference as **Exhibit "B"**); and

WHEREAS, the parties desire to set forth the terms and conditions of this Agreement herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Term:

This Agreement shall be for a period of five (5) years commencing on September 1, 2011, and terminating on August 31, 2016 subject to the terms and conditions hereof. The District and Allied Waste reserve the right to renew or renegotiate this Agreement for up to an additional five (5) year term.

The District and Allied Waste shall provide each other written notice no less than one (1) year prior to the end of the initial term of this Agreement of either party's intent to renew or negotiate, or not to renew or negotiate, up to an additional five (5) year term.

This Agreement may be terminated by either party under the terms and conditions of Section 9, Termination.

2. Scope of Services:

Allied Waste agrees to provide solid waste collection and recycling services for the District under the terms and conditions of this Agreement and Exhibit A.

Solid waste collection and recycling services related to evictions and/or demolitions and associated disposal costs therein will remain the responsibility of the City.

The City agrees that during the term of this Agreement and the Solid Waste Collection and Recycling Agreement, or any renewal thereof, the City shall refrain from providing solid waste and recycling collection services to its residents. The exception is the current City agreement with a Recycling processor where the City agrees to maintain an agreement with the recycling processor to provide an outlet for recycling materials collected within the City by Allied Waste until such time that a materials recovery facility is available for City recycling materials.

The City shall coordinate with the District and/or Allied Waste, with an option for an exemption of starting times to ensure continued collection services in instances where there are road closures. Existing carts will remain under ownership by the City (then the District after the cart debt is retired and during the term of this agreement). Future maintenance, replacement and disposal will be provided by the District via Allied Waste as provided by the Service Provider Agreement. When the Service Provider Agreement expires, the containers will remain under ownership of the City or District.

Notwithstanding anything to the contrary in this Agreement or the Exhibits, the solid waste and recycling materials shall include only Eligible Waste and no Unacceptable or Excluded Waste.

- "Eligible Waste" means non-hazardous solid waste materials and recyclables, but not including any Unacceptable Waste.
- "Unacceptable Waste" or "Excluded Waste" means highly flammable substances, Hazardous Waste (as defined below), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Allied Waste,

to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

- "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

3. Fees:

To compensate Allied Waste for the services rendered, the District agrees to pay Allied Waste in accordance with Section C-1.2, Basic Service Package of Exhibit A.

Funding will be provided by the District as collected from the City beginning September 1, 2011, in accordance with the terms Exhibit "B".

4. Fee Adjustments:

The District shall have the right to adjust the fees charged and billed to the City for all solid waste and recycling collection services provided by Allied Waste within the territorial jurisdiction of the City at the rates and in accordance with the terms and conditions set forth in this Agreement and Exhibit "B" including the following:

The only adjustment allowed in Allied Waste's pricing in the initial five-year period will be for fuel, and will be allowed only if fuel costs escalate beyond \$4.00 per gallon. This provision for fuel price adjustment is intended to neutralize fuel cost impacts so neither the City or Allied Waste is unfairly

impacted by future changes in the price of diesel fuel. The provision would be exercised on a quarterly basis after the initial date of this Agreement, would be determined by the change in the average cost of fuel from the U.S. Department of Energy (DOE) Midwest Region average monthly price of diesel fuel during the prior 3 month period compared to the \$4.00 per gallon threshold applied to 20% of Allied Waste's collection cost pricing for that year.

Pricing for any extension or renewal of this Agreement will be determined by CPI applied to 80% of the pricing of the fifth year of the agreement and a fuel adjustment clause applied to 20% of the pricing (see above).

5. Billing and Payment:

Allied Waste shall bill the District by invoice(s) on or about the fifteenth day of the month for any fees, including any adjustment in fees or other remuneration, due and owing from the District for solid waste and recycling collection services as provided by Allied Waste in accordance with the terms and conditions set forth in this Agreement during the month of services and the District shall remit fees to Allied Waste within 30 days after completion of the services (i.e. Allied Waste sends bill on September 15 for the services during the month of September and the District has until October 31 to pay) and Exhibit A.

Effective September 1, 2011, the initial number of households for billing purposes shall be approximately 95,500, unless the District and the City agree upon a different number prior to August 1, 2011. The number of households will be reviewed and updated as necessary after 6 months and may change on an annual basis. Any change will be determined as mutually agreed between the City and the District and Allied Waste as determined by software or other means as provided by Allied Waste. Any transitional requirements to ramp up to approximately 95,500 households on

September 1, 2011 will be invoiced and billed based on the actual number of households served on the applicable routes.

Invoice(s) by Allied Waste should be submitted to the attention of **Lucas County Solid Waste Management District, 1011 Matzinger Road, Toledo, Ohio 43612.**

During the full term of this Agreement, the City shall utilize the customer billing of the fees for the solid waste recycling services provided by the District through the City of Toledo Department of Public Utilities. The City shall continue to provide customer service related to billing complaints. The City shall not provide customer service relating to refuse or recycling collection service complaints. Provision of non-billing related customer service shall be the sole responsibility of the District or Allied Waste as provided by the terms of the Service Provider Agreement.

6. Purchase of Equipment:

Allied Waste shall purchase 40 refuse collection trucks (the "Equipment") currently owned by the City for a price of at least Eight Million dollars (\$8,000,000.00). It is understood that this sale shall be completed prior to September 1, 2011, and is a condition precedent to the transition of services contemplated by the Solid Waste Collection and Recycling Services agreement between the District and the City. The City represents that the Equipment is fully and accurately identified on Exhibit "C" and attached hereto, Exhibit C shall include, at a minimum, the year, make, model, VIN and purchase price of each piece of Equipment. The City has good and marketable title to the Equipment, free and clear of all encumbrances. The City represents that the

Equipment is in good and serviceable condition and repair (subject to normal wear and tear). The City has not, nor, to the best of the City's knowledge, has anyone else, made any modifications to any of the Equipment that would void or invalidate any manufacturer's warranty or cause the Equipment not to be in compliance with any applicable law. By virtue of the sale, assignment transfer and conveyance of the Equipment to Allied Waste, Allied Waste shall receive good and marketable title to the Equipment, free and clear of all encumbrances. The parties agree that the Equipment shall be purchased in stages on or prior to September 1, 2011. The parties agree that on each date of transfer of the Equipment, the parties shall enter into an Allied Waste Purchase Order with terms and conditions substantially similar to those attached as Exhibit D. In connection with each transfer of the Equipment pursuant to a Purchase Order, Allied Waste shall deliver the purchase price for the transferred Equipment, and in exchange the City shall deliver to Allied Waste fully executed, and notarized, if applicable, original titles for each of the pieces of Equipment. The City shall execute and deliver, at the request of Allied Waste, such further instruments of transfer, and shall take or cause to be taken such other or further actions, as shall reasonably be requested to transfer title of the Equipment. Allied Waste shall be entitled to operate the Equipment and use the Equipment to perform the services required pursuant to this Agreement while simultaneously pursuing title in Allied Waste's name.

All trucks and any other equipment that Allied Waste purchases or furnishes for services under this Agreement shall remain Allied Waste's property unless otherwise noted in this Agreement. The City's residents shall use the equipment only for its

proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

7. Access to the City's Landfill:

The City agrees to provide the District and Allied Waste access to the City's Landfill, herein known as the Hoffman Road Landfill located at 4128-4258 Hoffman Road, Toledo, Ohio 43611, for the purpose of delivering and disposing solid wastes collected by Allied Waste within the territorial jurisdiction of the City under the terms and conditions of this Agreement and subject to the terms and condition of the Service Provider Agreement. This shall include access to the District and/or Allied Waste, at no additional charge, for public holidays The District and/or Allied Waste will dispose of City residents' refuse at the Hoffman Rd Landfill at no cost to the District and/or Allied Waste (City will not charge the District and/or Allied Waste for City residential waste and the City will pay applicable landfill fees [i.e. Health Dept fees, Solid Waste Management District fees, State fees, etc.]. Additionally, neither the District, nor Allied Waste, shall bear any liability associated with OEPA compliance issues at the City landfill that may arise from any ordinary, reasonable and proper activity in association with this Agreement unless the activity is negligently performed by the District and/or Allied Waste.

8. Termination:

In addition to termination rights provided in Section 1, this Agreement may be terminated by either of the parties hereto upon written notice if any other party is in default of its obligations hereunder and such default has not been cured within ninety (90) days

after receipt of written notice specifying such defaults. If Allied Waste has had repeated or cumulative breaches of the agreement, the District may terminate the agreement immediately. If the District terminates the agreement for breach by Allied Waste, the District may take over refuse collection operations and shall be free to negotiate with other service providers for the performance of the work. A contract entered into with another service provider shall not release Allied Waste of its liability to the District for breach of this agreement, including any excess costs resulting from the breach.

The parties agree that there shall be a nine (9) month transition period commencing after the completion of the ninety (90) day period to cure wherein this Agreement shall remain in full force and effect in the event that either party exercises its right to terminate this Agreement for breach as provided herein.

Notwithstanding the above, Allied Waste shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Agreement by Allied Waste; and the District may withhold any compensation to Allied Waste for the purpose of set-off until such time as the amount of damages due the District from Allied Waste is agreed upon or otherwise determined.

Failure of Allied Waste to collect and transport the materials required to be collected pursuant to this Agreement or failure of Allied Waste to perform the work in the manner required to be performed pursuant to this Agreement shall constitute a breach of the agreement, provided such failure is not due to war, insurrection, riots, or acts of God (including, without limitation, earthquakes, tornadoes, hurricanes and severe weather events), impassable roadways, labor disputes, strikes, lockouts, or

industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other circumstances beyond Allied Waste's reasonable control (each a "Force Majeure Event").

Neither a decision by the District not to take action nor the failure of the District to take action in the event of a breach by Allied Waste shall constitute a waiver of the District's right to take action in the event of a subsequent breach by Allied Waste.

9. Conflict of Interest:

This Agreement in no way precludes, prevents, or restricts Allied Waste from obtaining and working under an additional contractual arrangement with other parties aside from the District, assuming that the contractual work in no way impedes Allied Waste's ability to perform the services required under this Agreement. Allied Waste warrants and represents that at the time of entering into this Agreement it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will conflict with or impede its ability to perform the required services under this Agreement.

10. Assignments:

The parties expressly agree that this Agreement shall not be assigned by Allied Waste without the prior written approval of the District.

11. Governing Law:

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the law of Ohio.

12. Integration and Modification:

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representatives or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by instrument, in writing, executed by the parties to this Agreement.

13. Severability:

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

14. Compliance:

Allied Waste agrees to comply with all applicable federal, state and local laws in the conduct of work hereunder. Allied Waste accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes

or payroll deductions required for Allied Waste and all employees engaged by Allied Waste for the performance of the work authorized by this Agreement.

15. Non-Discrimination:

During the performance of this Agreement, Allied Waste will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Allied Waste will take affirmative action to ensure that employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. 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.

Allied Waste, or any person claiming through Allied Waste, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything to this Agreement, or in reference to any contractors or subcontracts of Allied Waste.

16. Indemnification:

Allied Waste shall indemnify and hold harmless the District, the Board and any of their members, employees, agents, officers, and consultants (each an "Indemnitee") against and from any and all claims, demands, causes of actions, judgments, liens, penalties, costs, and expenses whatsoever including reasonable attorneys' fees and expenses, and including but not limited to, claims for bodily injury, illness or death, or property damage (including

loss and use) which may at any time be imposed upon, incurred by or asserted against any Indemnitee as a result of any negligence or willful misconduct by Allied Waste, its agents or employees or any of its obligations hereunder, or as a result of any breach of this Agreement by Allied Waste or any of its agents or employees.

If Allied Waste subcontracts any or all provisions of this Agreement, Allied Waste shall require its subcontractor(s) to indemnify the District and the Board in accordance with this Agreement.

This indemnification of the Indemnities is not limited by the amount of any insurance coverage available to Allied Waste or its subcontractor(s).

It is expressly understood and agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the District and/or the Board by any employee of Allied Waste, and/or any subcontractor(s) of Allied Waste, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Allied Waste and/or any subcontractor hereby expressly waives the immunity, if any, provided to Allied Waste and/or any subcontractor by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the District and/or the Board against Allied Waste and/or any subcontractor in those instances.

17. Confidentiality:

This Agreement establishes a relationship of qualified service so that the transfer of any client information necessary to the service function may be exchanged without additional signed consent.

18. Relationship of the Parties:

The parties agree that nothing in this Agreement or the Solid Waste and Recycling Collection Agreement, nor any act of the City, Allied Waste or the District, shall be construed to create any relationship of principal and agent, limited or general partnership, third party beneficiary, joint employment or joint venture, or of any association or relationship whatsoever involving the City, Allied Waste or the District. The District is acting solely as a facilitator for solid waste collection and recycling services within the territorial jurisdiction of the District, including but not limited to the City. Nothing in this Agreement or the Solid Waste and Recycling Collection Agreement is intended nor shall be deemed to constitute any other relationship between the District, the City, and Allied Waste.

The parties understand and agree that no employee or employees employed by the City to provide solid waste collection and recycling services within the City shall be transferred, hired or otherwise employed by the District or Lucas County to provide solid waste collection and recycling services within the District, including the City, under the terms and conditions of this Agreement.

19. Insurance Requirements:

Allied Waste shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from Allied Waste's execution of the scope of work herein, whether such execution be by Allied Waste or by any subcontractor or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, sickness or disease or death of employees;

Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Allied Waste, or (2) by any other person; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Certificate of Insurance acceptable to the District shall be filed with the District prior to commencement of the scope of work naming the District and the Board as additional insured, except Workers Compensation. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the District.

Allied Waste shall procure and maintain, at his own expense, during the term of this Agreement or any extension thereof, liability insurance as hereinafter specified;

Commercial General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles, and Pollution Liability. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and minimum limits of insurance shall be as follows:

Commercial General Liability Insurance -

General Aggregate Limit - \$5,000,000

Products-Completed Operations-

Aggregate Limit - \$5,000,000

Personal and Advertising

Injury Limit - \$5,000,000

Each Occurrence Limit - \$5,000,000

Comprehensive Automobile Liability

Bodily Injury & Property Damage Liability Limit

Not less than \$5,000,000 Combined Single Limit/Each Accident

Pollution Liability – not less than \$2,000,000 each occurrence/\$4,000,000 Aggregate

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance.

Allied Waste shall procure and maintain at his own expense, during the term of the Agreement or any extension thereof, in accordance with the provisions of the laws

of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of Allied Waste's employees at the site of the PROJECT and in case any work is sublet, Allied Waste shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by Allied Waste. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, Allied Waste shall provide, and shall cause such subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

Allied Waste agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Allied Waste to enter into a pre-loss agreement to waive subrogation without an endorsement, then Allied Waste agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should Allied Waste enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the Lucas County Board of Commissioners must be provided when evidencing insurance to the County.

Allied Waste expressly understands that the insurance requirements as outlined above are minimum requirements to be met under this Agreement and does not in any

manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of Allied Waste and/or its subcontractor(s).

THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:

DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

20. Agreement Documents:

The term "Agreement" means and includes this Agreement, and the following Exhibits:

- A. Exhibit A – Service Provider's Proposal
- B. Exhibit B – Solid Waste Collection and Recycling Agreement
- C. Exhibit C – Equipment
- D. Exhibit D – Purchase Order Terms and Conditions for the Equipment

In the event of any inconsistency between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall govern and control. In the event of any inconsistent between the terms of Exhibit A and Exhibit B, the terms of Exhibit A shall govern and control.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand on this 5TH

Day of July, 20 11.

ATTEST:

Allied Waste Services of North America, LLC:

Signature

David Vossmer, General Manager
6749 Dixie Highway
Erie, Michigan 48133
Tax I.D. 36-2750252

APPROVAL AS TO FORM:

Julia Bates
Prosecuting Attorney

By:

Asst. Prosecuting Attorney

6/30/11

Date

BOARD OF COUNTY COMMISSIONERS

Lucas County, Ohio

By:

Pete Gerken, President

By:

County Administrator

7/5/11

Date

APPROVED AS TO CONTENT:

James P. Shaw, III, P.E.
Lucas County Sanitary Engineer

Resolution Number: 11-449

ADDENDUM #2 - EXHIBIT E

FONDESSY

Lucas County Solid Waste District Reimbursement for January 2012

January 1 - 31, 2012

News	349.314 tons - yellow sheet	$\$85.00 - \$52.00 =$	$\$33.00 \times 85\% \times 349.314$	\$9,798.15
OCC	232.876 tons - yellow sheet	$\$95.00 - \$52.00 =$	$\$43.00 \times 85\% \times 232.88$	\$8,511.77
B/C	213.8 tons X \$0.00 =			\$-
Other	15.62 tons X \$4.00 =			\$62.48
Total rebate for January 2012				\$18,372.40
Equipment Lease Payment				\$2,500.00
Total				\$20,872.40

Lucas County Solid Waste District Reimbursement for December 2011

December 1 - 31, 2011

News	0 tons - yellow sheet	$\$85.00 - \$51.00 =$	$\$34.00 \times 85\% \times 456.03$	\$ 13,179.27
OCC	0 tons - yellow sheet	$\$95.00 - \$51.00 =$	$\$44.00 \times 85\% \times 304.02$	\$ 11,370.35
B/C	253.22 tons X \$0.00 =			\$ -
Other	19.81 tons X \$4.00 =			\$ 79.24
Total rebate for December 2011				\$ 24,628.86
Equipment Lease Payment				\$ 2,500.00
Total				\$ 27,128.86

Lucas County Solid Waste District Reimbursement for November 2011

November 1 - 30, 2011

News - 384.62 tons - yellow sheet \$100.00 - \$51.00 = \$49.00 x \$.85 x 384.62tons = \$16,09.43

OCC - 256.41 tons - yellow sheet \$110.00 - \$51.00 = \$59.00 x \$.85 x 256.41 tons = \$12,858.97

B/C - 220.42 tons x \$.00 = \$0.00

Other - 14.38 tons x \$4.00 = \$57.52

Total rebate for November 2011 \$28,935.92

Equipment Lease Payment - \$2,500.00

Total \$31,435.92

ADDENDUM #2 - EXHIBIT E

ReCommunity

January-12

Invoice

131124821

Month	Day	Year	Ticket No	Time In	Customer ID	Material Id	Truck Id	Trailer Id	Gross	Tare	Net	Tons
1	16	2012	102901	3:26:00 PM	City of Toledo	SINGLE2	RES	7036	50660	33880	16780	8.39
1	6	2012	102664	11:10:00 AM	City of Toledo	SINGLE2	RES	7036	52200	33880	18320	9.16
1	30	2012	103864	11:19:00 AM	City of Toledo	SINGLE2	RES	709	56820	38360	18460	9.23
1	3	2012	102575	2:42:00 PM	City of Toledo	SINGLE2	RES	7039	52360	33880	18480	9.24
1	10	2012	102743	7:46:00 AM	City of Toledo	SINGLE2	RES	7036	52440	33880	18560	9.28
1	20	2012	103012	7:58:00 AM	City of Toledo	SINGLE2	RES	70539	57460	38200	19260	9.63
1	16	2012	102881	11:07:00 AM	City of Toledo	SINGLE2	RES	7036	56760	37420	19340	9.67
1	3	2012	102544	7:56:00 AM	City of Toledo	SINGLE2	RES	7511	53280	33880	19400	9.7
1	20	2012	103013	9:24:00 AM	City of Toledo	SINGLE2	STANSLEY	4108	63720	44260	19460	9.73
1	9	2012	102712	9:57:00 AM	City of Toledo	SINGLE2	RES	7036	53360	33880	19480	9.74
1	6	2012	102652	7:17:00 AM	City of Toledo	SINGLE2	RES	7039	53400	33880	19520	9.76
1	10	2012	102772	3:58:00 PM	City of Toledo	SINGLE2	RES	7039	53400	33880	19520	9.76
1	18	2012	102974	3:16:00 PM	City of Toledo	SINGLE2	RES	709	54400	34720	19680	9.84
1	6	2012	102657	10:00:00 AM	City of Toledo	SINGLE2	RES	7039	53920	33880	20040	10.02
1	30	2012	103886	3:23:00 PM	City of Toledo	SINGLE2	RES	7036	53920	33880	20040	10.02
1	26	2012	103819	2:46:00 PM	City of Toledo	SINGLE2	RES	7511	57500	37440	20060	10.03
1	13	2012	102846	10:01:00 AM	City of Toledo	SINGLE2	RES	7036	53980	33880	20100	10.05
1	30	2012	103869	12:07:00 PM	City of Toledo	SINGLE2	RES	7036	54180	33880	20300	10.15
1	6	2012	102672	1:29:00 PM	City of Toledo	SINGLE2	RES	7039	54260	33880	20380	10.19
1	4	2012	102592	11:43:00 AM	City of Toledo	SINGLE2	RES	7036	54280	33880	20400	10.2
1	4	2012	102603	2:31:00 PM	City of Toledo	SINGLE2	RES	7039	54340	33880	20460	10.23
1	13	2012	102857	1:30:00 PM	City of Toledo	SINGLE2	RES	7511	54400	33880	20520	10.26
1	16	2012	102873	8:25:00 AM	City of Toledo	SINGLE2	RES	709	58040	37440	20600	10.3
1	7	2012	102698	11:55:00 AM	City of Toledo	SINGLE2	RES	7039	54640	33880	20760	10.38
1	26	2012	103791	10:54:00 AM	City of Toledo	SINGLE2	RES	709	55800	34720	21080	10.54
1	4	2012	102579	7:54:00 AM	City of Toledo	SINGLE2	RES	7039	54980	33880	21100	10.55
1	17	2012	102906	7:31:00 AM	City of Toledo	SINGLE2	RES	709	55960	34720	21240	10.62
1	5	2012	102627	11:17:00 AM	City of Toledo	SINGLE2	RES	7036	55140	33880	21260	10.63
1	10	2012	102760	12:45:00 PM	City of Toledo	SINGLE2	RES	7036	55200	33880	21320	10.66
1	20	2012	103015	9:41:00 AM	City of Toledo	SINGLE2	RES	709	56060	34720	21340	10.67
1	30	2012	103882	2:41:00 PM	City of Toledo	SINGLE2	RES	709	59760	38360	21400	10.7
1	25	2012	103780	2:19:00 PM	City of Toledo	SINGLE2	RES	7036	58900	37420	21480	10.74
1	4	2012	102590	10:47:00 AM	City of Toledo	SINGLE2	RES	7039	55400	33880	21520	10.76
1	25	2012	103776	1:58:00 PM	City of Toledo	SINGLE2	RES	709	56240	34720	21520	10.76
1	19	2012	102976	4:11:00 PM	City of Toledo	SINGLE2	RES	70540	55620	34060	21560	10.78
1	19	2012	102989	11:48:00 AM	City of Toledo	SINGLE2	RES	7036	55660	33880	21780	10.89
1	3	2012	102577	3:22:00 PM	City of Toledo	SINGLE2	RES	7511	59260	37440	21820	10.91
1	16	2012	102886	12:17:00 PM	City of Toledo	SINGLE2	RES	709	56700	34720	21980	10.99
1	3	2012	102558	11:30:00 AM	City of Toledo	SINGLE2	RES	7511	55900	33880	22020	11.01
1	5	2012	102613	7:39:00 AM	City of Toledo	SINGLE2	RES	70540	56120	34060	22060	11.03
1	12	2012	102825	1:20:00 PM	City of Toledo	SINGLE2	RES	7036	55960	33880	22080	11.04
1	4	2012	102606	2:45:00 PM	City of Toledo	SINGLE2	RES	7036	56020	33880	22140	11.07
1	19	2012	103007	3:20:00 PM	City of Toledo	SINGLE2	RES	7039	59400	37200	22200	11.1
1	13	2012	102860	1:49:00 PM	City of Toledo	SINGLE2	RES	70539	60620	38200	22420	11.21
1	6	2012	102677	2:47:00 PM	City of Toledo	SINGLE2	RES	7036	56520	33880	22640	11.32
1	13	2012	102842	9:08:00 AM	City of Toledo	SINGLE2	RES	7511	56540	33880	22660	11.33
1	6	2012	102654	7:48:00 AM	City of Toledo	SINGLE2	RES	7511	60200	37440	22760	11.38
1	31	2012	103891	9:21:00 AM	City of Toledo	SINGLE2	RES	70540	61080	38200	22880	11.44
1	26	2012	103784	7:18:00 AM	City of Toledo	SINGLE2	RES	709	57640	34720	22920	11.46
1	30	2012	103853	7:27:00 AM	City of Toledo	SINGLE2	RES	7039	60380	37200	23180	11.59
1	11	2012	102801	2:10:00 PM	City of Toledo	SINGLE2	RES	70540	61460	38200	23260	11.63
1	11	2012	102806	3:37:00 PM	City of Toledo	SINGLE2	RES	70539	57340	34060	23280	11.64
1	11	2012	102775	7:56:00 AM	City of Toledo	SINGLE2	RES	70539	57480	34060	23420	11.71
1	12	2012	102840	3:27:00 PM	City of Toledo	SINGLE2	RES	7511	57340	33880	23460	11.73
1	6	2012	102655	8:47:00 AM	City of Toledo	SINGLE2	STANSLEY	5143	81340	57840	23500	11.75
1	17	2012	102905	7:05:00 AM	City of Toledo	SINGLE2	RES	70540	61800	38200	23600	11.8
1	17	2012	102910	10:31:00 AM	City of Toledo	SINGLE2	RES	70539	61800	38200	23600	11.8
1	5	2012	102629	11:45:00 AM	City of Toledo	SINGLE2	RES	7039	57500	33880	23620	11.81
1	26	2012	103812	2:20:00 PM	City of Toledo	SINGLE2	RES	709	58340	34720	23620	11.81

1	25	2012	103119	3:51:00 PM	City of Toledo	SINGLE2	RES	709	58580	34720	23860	11.93
1	11	2012	102784	10:40:00 AM	City of Toledo	SINGLE2	RES	7036	61320	37420	23900	11.95
1	13	2012	102845	9:52:00 AM	City of Toledo	SINGLE2	STANSLEY	5143	82860	58860	24000	12
1	4	2012	102609	3:34:00 PM	City of Toledo	SINGLE2	RES	7511	61480	37440	24040	12.02
1	12	2012	102807	7:12:00 AM	City of Toledo	SINGLE2	RES	70540	62360	38200	24160	12.08
1	30	2012	103884	3:10:00 PM	City of Toledo	SINGLE2	RES	7511	61900	37740	24160	12.08
1	25	2012	103122	10:04:00 AM	City of Toledo	SINGLE2	RES	70540	58280	34060	24220	12.11
1	19	2012	102977	7:17:00 AM	City of Toledo	SINGLE2	RES	70540	62460	38200	24260	12.13
1	5	2012	102614	8:01:00 AM	City of Toledo	SINGLE2	RES	7039	58160	33880	24280	12.14
1	17	2012	102933	2:28:00 PM	City of Toledo	SINGLE2	RES	709	59000	34720	24280	12.14
1	7	2012	102683	8:58:00 AM	City of Toledo	SINGLE2	RES	7039	58260	33880	24380	12.19
1	30	2012	103854	8:10:00 AM	City of Toledo	SINGLE2	RES	70540	62600	38180	24420	12.21
1	26	2012	103796	11:15:00 AM	City of Toledo	SINGLE2	RES	7511	61940	37440	24500	12.25
1	23	2012	103052	11:49:00 AM	City of Toledo	SINGLE2	RES	709	59240	34720	24520	12.26
1	7	2012	102704	1:33:00 PM	City of Toledo	SINGLE2	RES	70540	62740	38200	24540	12.27
1	7	2012	102686	9:44:00 AM	City of Toledo	SINGLE2	RES	7511	58440	33880	24560	12.28
1	16	2012	102871	7:50:00 AM	City of Toledo	SINGLE2	RES	70540	62800	38200	24600	12.3
1	10	2012	102740	7:03:00 AM	City of Toledo	SINGLE2	RES	70540	62880	38200	24680	12.34
1	18	2012	102937	8:25:00 AM	City of Toledo	SINGLE2	RES	709	59480	34720	24760	12.38
1	25	2012	103757	11:05:00 AM	City of Toledo	SINGLE2	RES	7036	62180	37420	24760	12.38
1	20	2012	103030	1:02:00 PM	City of Toledo	SINGLE2	RES	709	59500	34720	24780	12.39
1	9	2012	102711	9:49:00 AM	City of Toledo	SINGLE2	RES	7511	58760	33880	24880	12.44
1	18	2012	102972	2:46:00 PM	City of Toledo	SINGLE2	RES	70540	63100	38200	24900	12.45
1	31	2012	103889	7:23:00 AM	City of Toledo	SINGLE2	RES	709	63260	38360	24900	12.45
1	23	2012	103078	3:00:00 PM	City of Toledo	SINGLE2	RES	709	59700	34720	24980	12.49
1	17	2012	102913	10:57:00 AM	City of Toledo	SINGLE2	RES	709	59780	34720	25060	12.53
1	13	2012	102855	12:33:00 PM	City of Toledo	SINGLE2	RES	70540	63300	38200	25100	12.55
1	11	2012	102773	7:27:00 AM	City of Toledo	SINGLE2	RES	70540	63320	38200	25120	12.56
1	30	2012	103867	11:47:00 AM	City of Toledo	SINGLE2	RES	70540	63300	38180	25120	12.56
1	13	2012	102844	9:34:00 AM	City of Toledo	SINGLE2	ROCKSTAR	4102	93040	67820	25220	12.61
1	26	2012	103805	1:53:00 PM	City of Toledo	SINGLE2	RES	70539	59400	34060	25340	12.67
1	10	2012	102747	8:46:00 AM	City of Toledo	SINGLE2	STANSLEY	5143	83360	57940	25420	12.71
1	9	2012	102734	2:35:00 PM	City of Toledo	SINGLE2	RES	70540	63720	38200	25520	12.76
1	16	2012	102897	2:19:00 PM	City of Toledo	SINGLE2	RES	70540	63820	38200	25620	12.81
1	26	2012	103783	6:58:00 AM	City of Toledo	SINGLE2	RES	70539	59820	34060	25760	12.88
1	27	2012	103822	7:56:00 AM	City of Toledo	SINGLE2	RES	70540	59840	34060	25780	12.89
1	25	2012	103120	3:53:00 PM	City of Toledo	SINGLE2	RES	70539	59860	34060	25800	12.9
1	24	2012	103085	7:35:00 AM	City of Toledo	SINGLE2	RES	709	60600	34720	25880	12.94
1	18	2012	102938	8:46:00 AM	City of Toledo	SINGLE2	STANSLEY	5143	84200	58180	26020	13.01
1	6	2012	102668	11:39:00 AM	City of Toledo	SINGLE2	RES	7511	63580	37440	26140	13.07
1	13	2012	102841	7:56:00 AM	City of Toledo	SINGLE2	RES	70540	64420	38200	26220	13.11
1	7	2012	102682	7:45:00 AM	City of Toledo	SINGLE2	RES	70540	64500	38200	26300	13.15
1	31	2012	103896	10:54:00 AM	City of Toledo	SINGLE2	RES	7511	63800	37440	26360	13.18
1	7	2012	102700	12:34:00 PM	City of Toledo	SINGLE2	RES	7511	60360	33880	26480	13.24
1	27	2012	103842	12:22:00 PM	City of Toledo	SINGLE2	RES	709	64900	38360	26540	13.27
1	3	2012	102569	2:11:00 PM	City of Toledo	SINGLE2	RES	70540	60640	34060	26580	13.29
1	27	2012	103839	11:44:00 AM	City of Toledo	SINGLE2	RES	70540	60680	34060	26620	13.31
1	5	2012	102633	12:04:00 PM	City of Toledo	SINGLE2	STANSLEY	4108	69340	42700	26640	13.32
1	23	2012	103036	3:38:00 PM	City of Toledo	SINGLE2	RES	70540	64880	38200	26680	13.34
1	9	2012	102718	10:47:00 AM	City of Toledo	SINGLE2	RES	70540	65000	38200	26800	13.4
1	12	2012	102831	2:08:00 PM	City of Toledo	SINGLE2	RES	70539	65040	38200	26840	13.42
1	25	2012	103753	10:30:00 AM	City of Toledo	SINGLE2	RES	709	61560	34720	26840	13.42
1	5	2012	102641	2:44:00 PM	City of Toledo	SINGLE2	RES	70540	60940	34060	26880	13.44
1	24	2012	103103	11:35:00 AM	City of Toledo	SINGLE2	RES	70540	60980	34060	26920	13.46
1	12	2012	102810	10:21:00 AM	City of Toledo	SINGLE2	STANSLEY	5143	85060	58120	26940	13.47
1	26	2012	103786	10:14:00 AM	City of Toledo	SINGLE2	RES	70540	61060	34060	27000	13.5
1	10	2012	102759	11:39:00 AM	City of Toledo	SINGLE2	ROCKSTAR	4102	89960	62920	27040	13.52
1	7	2012	102684	9:21:00 AM	City of Toledo	SINGLE2	STANSLEY	5143	84980	57840	27140	13.57
1	18	2012	102936	8:04:00 AM	City of Toledo	SINGLE2	RES	70540	65500	38200	27300	13.65
1	23	2012	103081	3:33:00 PM	City of Toledo	SINGLE2	RES	70540	61480	34060	27420	13.71
1	24	2012	103104	11:53:00 AM	City of Toledo	SINGLE2	RES	70540	61800	34060	27740	13.87
1	6	2012	102653	7:33:00 AM	City of Toledo	SINGLE2	RES	70540	62260	34060	28200	14.1
1	9	2012	102731	2:06:00 PM	City of Toledo	SINGLE2	RES	7511	62180	33880	28300	14.15
1	12	2012	102815	10:49:00 AM	City of Toledo	SINGLE2	RES	70540	66700	38200	28500	14.25
1	23	2012	103053	12:08:00 PM	City of Toledo	SINGLE2	RES	70540	62860	34060	28800	14.4
1	11	2012	102786	11:54:00 AM	City of Toledo	SINGLE2	RES	70539	62940	34060	28880	14.44
1	11	2012	102792	12:42:00 PM	City of Toledo	SINGLE2	ROCKSTAR	4102	87800	58740	29060	14.53
1	9	2012	102723	12:14:00 PM	City of Toledo	SINGLE2	ROCKSTAR	4102	88640	59240	29400	14.7
1	9	2012	102710	8:44:00 AM	City of Toledo	SINGLE2	STANSLEY	5143	87360	57820	29540	14.77
1	11	2012	102776	9:20:00 AM	City of Toledo	SINGLE2	STANSLEY	5143	87500	57780	29720	14.86

1	9	2012	102708	7:25:00 AM	City of Toledo	SINGLE2	RES	70540	68040	38200	29840	14.92
1	25	2012	103774	1:32:00 PM	City of Toledo	SINGLE2	RES	70539	64000	34060	29940	14.97
1	23	2012	103037	8:03:00 AM	City of Toledo	SINGLE2	RES	70540	64040	34060	29980	14.99
1	7	2012	102690	10:35:00 AM	City of Toledo	SINGLE2	RES	70540	68440	38200	30240	15.12
1	9	2012	102721	11:22:00 AM	City of Toledo	SINGLE2	STANSLEY	5141	101320	70860	30460	15.23
1	7	2012	102696	11:09:00 AM	City of Toledo	SINGLE2	STANSLEY	4108	69600	37220	32380	16.19
1	6	2012	102678	3:00:00 PM	City of Toledo	SINGLE2	RES	70540	66660	34060	32600	16.3
1	18	2012	102944	10:29:00 AM	City of Toledo	SINGLE2	ROCKSTAR	4101	90720	57800	32920	16.46

Total Tons 1658.95

Ann Arbor ACR \$100.41
 Toledo Threshold \$94.87
 Amount Available for Share/Ton \$5.54
 Revenue Share % 50.00%
 Revenue Share/Ton \$2.77

Total Revenue Share to City \$4,595.29

December-11

Invoice

1231114821

Month	Day	Year	Ticket No	Time In	Customer ID	Material Id	Truck Id	Trailer Id	Gross	Tare	Net	Tons
12	1	2011	100469	7:47:00 AM	City of Toledo	SINGLE2	RES	7511	65540	37440	28100	14.05
12	1	2011	100487	1:37:00 PM	City of Toledo	SINGLE2	RES	7511	65680	37440	28240	14.12
12	1	2011	100500	3:05:00 PM	City of Toledo	SINGLE2	RES	70539	65440	34260	31180	15.59
12	1	2011	100485	1:19:00 PM	City of Toledo	SINGLE2	RES	70540	65640	34060	31580	15.79
12	1	2011	100473	10:26:00 AM	City of Toledo	SINGLE2	RES	70539	67080	34060	33020	16.51
12	1	2011	100468	7:29:00 AM	City of Toledo	SINGLE2	RES	70540	70440	34060	36380	18.19
12	2	2011	100537	1:24:00 PM	City of Toledo	SINGLE2	RES	709	59760	34720	25040	12.52
12	2	2011	100507	7:55:00 AM	City of Toledo	SINGLE2	RES	709	60640	34720	25920	12.96
12	2	2011	100506	7:27:00 AM	City of Toledo	SINGLE2	RES	7511	63780	37440	26340	13.17
12	2	2011	100505	7:26:00 AM	City of Toledo	SINGLE2	RES	7511	64060	37440	26620	13.31
12	2	2011	100510	9:11:00 AM	City of Toledo	SINGLE2	RES	70540	63180	34060	29120	14.56
12	2	2011	100535	1:05:00 PM	City of Toledo	SINGLE2	RES	70539	70200	38200	32000	16
12	2	2011	100514	10:03:00 AM	City of Toledo	SINGLE2	RES	70539	71660	38200	33460	16.73
12	2	2011	100530	12:39:00 PM	City of Toledo	SINGLE2	RES	70540	69800	34060	35740	17.87
12	5	2011	100572	1:02:00 PM	City of Toledo	SINGLE2	RES	7511	61840	37440	24400	12.2
12	5	2011	100545	7:30:00 AM	City of Toledo	SINGLE2	RES	70540	63080	34260	28820	14.41
12	5	2011	100544	7:04:00 AM	City of Toledo	SINGLE2	RES	70539	68620	38200	30420	15.21
12	5	2011	100581	2:07:00 PM	City of Toledo	SINGLE2	RES	70539	65820	34260	31560	15.78
12	6	2011	100624	2:56:00 PM	City of Toledo	SINGLE2	RES	7036	62260	33880	28380	14.19
12	6	2011	100625	3:25:00 PM	City of Toledo	SINGLE2	RES	7511	65460	33880	31580	15.79
12	6	2011	100610	12:32:00 PM	City of Toledo	SINGLE2	RES	7511	66880	33880	33000	16.5
12	6	2011	100592	8:23:00 AM	City of Toledo	SINGLE2	RES	70540	74240	38200	36040	18.02
12	6	2011	100602	11:20:00 AM	City of Toledo	SINGLE2	RES	70540	74820	38200	36620	18.31
12	6	2011	100616	2:31:00 PM	City of Toledo	SINGLE2	RES	70540	76480	38200	38280	19.14
12	7	2011	101909	3:23:00 PM	City of Toledo	SINGLE2	RES	7511	56860	33880	22980	11.49
12	7	2011	101904	2:35:00 PM	City of Toledo	SINGLE2	RES	70540	65000	34260	30740	15.37
12	7	2011	101878	8:26:00 AM	City of Toledo	SINGLE2	RES	7511	65200	33880	31320	15.66
12	7	2011	101899	1:43:00 PM	City of Toledo	SINGLE2	RES	70539	70460	38200	32260	16.13
12	7	2011	101889	11:21:00 AM	City of Toledo	SINGLE2	RES	70540	66540	34260	32280	16.14
12	7	2011	101877	7:26:00 AM	City of Toledo	SINGLE2	RES	70539	71380	34260	37120	18.56
12	8	2011	101910	7:35:00 AM	City of Toledo	SINGLE2	RES	7036	60440	37200	23240	11.62
12	8	2011	101935	1:28:00 PM	City of Toledo	SINGLE2	RES	709	62300	34720	27580	13.79
12	8	2011	101945	3:17:00 PM	City of Toledo	SINGLE2	RES	70540	70640	38200	32440	16.22
12	8	2011	101929	12:55:00 PM	City of Toledo	SINGLE2	RES	70539	66980	34260	32720	16.36
12	8	2011	101915	9:54:00 AM	City of Toledo	SINGLE2	RES	70539	74220	34260	39960	19.98
12	9	2011	101950	7:30:00 AM	City of Toledo	SINGLE2	RES	7036	55940	33880	22060	11.03
12	9	2011	101952	8:23:00 AM	City of Toledo	SINGLE2	RES	709	61560	38360	32200	11.6
12	9	2011	101955	10:02:00 AM	City of Toledo	SINGLE2	RES	70540	63100	38200	24900	12.45
12	9	2011	101967	12:55:00 PM	City of Toledo	SINGLE2	RES	7036	59280	33880	25400	12.7
12	9	2011	101975	2:46:00 PM	City of Toledo	SINGLE2	RES	70539	63860	34260	29600	14.8
12	9	2011	101961	11:31:00 AM	City of Toledo	SINGLE2	RES	709	68080	38360	29720	14.86
12	9	2011	101965	11:54:00 AM	City of Toledo	SINGLE2	RES	70539	66700	34260	32440	16.22
12	12	2011	102012	3:50:00 PM	City of Toledo	SINGLE2	RES	7036	53020	33880	19140	9.57
12	12	2011	102004	2:54:00 PM	City of Toledo	SINGLE2	RES	709	59440	38520	20920	10.46
12	12	2011	101986	11:41:00 AM	City of Toledo	SINGLE2	RES	709	61420	38520	22900	11.45
12	12	2011	101978	9:59:00 AM	City of Toledo	SINGLE2	RES	70539	60520	34260	26260	13.13
12	12	2011	102005	3:01:00 PM	City of Toledo	SINGLE2	RES	70539	61380	34260	27120	13.56
12	12	2011	101989	12:57:00 PM	City of Toledo	SINGLE2	RES	70540	62780	34260	28520	14.26
12	12	2011	101976	7:21:00 AM	City of Toledo	SINGLE2	RES	70540	67640	34260	33380	16.69
12	13	2011	102014	8:56:00 AM	City of Toledo	SINGLE2	RES	7036	56760	33880	22880	11.44
12	13	2011	102034	1:34:00 PM	City of Toledo	SINGLE2	RES	7036	58100	33880	24220	12.11
12	13	2011	102040	2:44:00 PM	City of Toledo	SINGLE2	RES	70539	59140	34260	24880	12.44
12	13	2011	102026	11:34:00 AM	City of Toledo	SINGLE2	RES	70539	63980	34260	29720	14.86
12	14	2011	102065	12:58:00 PM	City of Toledo	SINGLE2	RES	7036	58000	33880	24120	12.06
12	14	2011	102079	3:53:00 PM	City of Toledo	SINGLE2	RES	7036	62240	37200	25040	12.52
12	14	2011	102050	10:03:00 AM	City of Toledo	SINGLE2	RES	7036	59820	33880	25940	12.97
12	14	2011	102077	3:26:00 PM	City of Toledo	SINGLE2	RES	70539	61140	34260	26880	13.44
12	14	2011	102062	12:40:00 PM	City of Toledo	SINGLE2	RES	70539	63600	34260	29340	14.67
12	14	2011	102046	9:50:00 AM	City of Toledo	SINGLE2	RES	70539	70400	34260	36140	18.07

12	15	2011	102109	2:09:00 PM	City of Toledo	SINGLE2	RES	7039	55800	33880	21920	10.96
12	15	2011	102143	3:27:00 PM	City of Toledo	SINGLE2	RES	70539	62680	34260	28420	14.21
12	15	2011	102117	2:23:00 PM	City of Toledo	SINGLE2	RES	709	67600	38360	29240	14.62
12	15	2011	102091	11:42:00 AM	City of Toledo	SINGLE2	RES	70539	64220	34260	29960	14.98
12	15	2011	102081	8:45:00 AM	City of Toledo	SINGLE2	RES	70539	65520	34260	31260	15.63
12	15	2011	102088	11:14:00 AM	City of Toledo	SINGLE2	RES	70540	67040	34060	32980	16.49
12	15	2011	102080	8:21:00 AM	City of Toledo	SINGLE2	RES	70540	69280	34060	35220	17.61
12	16	2011	102194	3:23:00 PM	City of Toledo	SINGLE2	RES	7511	53400	33880	19520	9.76
12	16	2011	102193	2:48:00 PM	City of Toledo	SINGLE2	RES	70539	55680	34260	21420	10.71
12	16	2011	102191	1:48:00 PM	City of Toledo	SINGLE2	RES	709	60140	38360	21780	10.89
12	16	2011	102165	10:01:00 AM	City of Toledo	SINGLE2	RES	7039	56180	33880	22300	11.15
12	16	2011	102159	7:48:00 AM	City of Toledo	SINGLE2	RES	7511	61540	37440	24100	12.05
12	16	2011	102182	12:43:00 PM	City of Toledo	SINGLE2	RES	7039	58140	33880	24260	12.13
12	16	2011	102157	7:06:00 AM	City of Toledo	SINGLE2	RES	7039	58320	33880	24440	12.22
12	16	2011	102169	10:47:00 AM	City of Toledo	SINGLE2	RES	7511	63400	37440	25960	12.98
12	16	2011	102161	9:09:00 AM	City of Toledo	SINGLE2	RES	70539	63540	34260	29280	14.64
12	19	2011	102217	2:58:00 PM	City of Toledo	SINGLE2	RES	7511	57320	33880	23440	11.72
12	19	2011	102196	7:50:00 AM	City of Toledo	SINGLE2	RES	7039	58760	33880	24880	12.44
12	19	2011	102199	10:18:00 AM	City of Toledo	SINGLE2	RES	7511	64240	37440	26800	13.4
12	19	2011	102215	2:16:00 PM	City of Toledo	SINGLE2	RES	709	65260	38360	26900	13.45
12	19	2011	102195	7:31:00 AM	City of Toledo	SINGLE2	RES	709	65800	38360	27440	13.72
12	20	2011	102223	6:50:00 AM	City of Toledo	SINGLE2	RES	7036	53560	33880	19680	9.84
12	20	2011	102238	11:51:00 AM	City of Toledo	SINGLE2	RES	7036	55640	33880	21760	10.88
12	20	2011	102247	2:08:00 PM	City of Toledo	SINGLE2	RES	709	59720	37440	22280	11.14
12	20	2011	102253	2:54:00 PM	City of Toledo	SINGLE2	RES	7036	57180	33880	23300	11.65
12	20	2011	102225	9:23:00 AM	City of Toledo	SINGLE2	RES	709	60020	34720	25300	12.65
12	20	2011	102252	2:48:00 PM	City of Toledo	SINGLE2	STANSLE'	5144	85780	59800	25980	12.99
12	20	2011	102224	8:01:00 AM	City of Toledo	SINGLE2	RES	7511	63820	37440	26380	13.19
12	20	2011	102231	10:51:00 AM	City of Toledo	SINGLE2	RES	7511	64340	37440	26900	13.45
12	20	2011	102227	9:51:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	87940	58180	29760	14.88
12	21	2011	102285	2:01:00 PM	City of Toledo	SINGLE2	RES	7039	54820	33880	20940	10.47
12	21	2011	102262	8:57:00 AM	City of Toledo	SINGLE2	RES	7036	57840	33880	23960	11.98
12	21	2011	102275	12:49:00 PM	City of Toledo	SINGLE2	RES	709	64160	34720	29440	14.72
12	21	2011	102286	2:57:00 PM	City of Toledo	SINGLE2	RES	70540	67860	38200	29660	14.83
12	21	2011	102259	8:37:00 AM	City of Toledo	SINGLE2	RES	7511	70420	37440	32980	16.49
12	21	2011	102260	8:51:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	92040	58180	33860	16.93
12	21	2011	102265	10:31:00 AM	City of Toledo	SINGLE2	ROCKSTA	4108	76220	37100	39120	19.56
12	22	2011	102326	4:20:00 PM	City of Toledo	SINGLE2	RES	7039	52440	33880	18560	9.28
12	22	2011	102289	8:04:00 AM	City of Toledo	SINGLE2	RES	7036	59920	33880	26040	13.02
12	22	2011	102324	3:51:00 PM	City of Toledo	SINGLE2	RES	70540	60840	34060	26780	13.39
12	22	2011	102308	1:07:00 PM	City of Toledo	SINGLE2	RES	709	65960	38360	27600	13.8
12	22	2011	102290	8:54:00 AM	City of Toledo	SINGLE2	RES	70540	67280	38200	29080	14.54
12	23	2011	102358	1:47:00 PM	City of Toledo	SINGLE2	RES	7036	51440	33880	17560	8.78
12	23	2011	102327	7:06:00 AM	City of Toledo	SINGLE2	RES	7036	53580	33880	19700	9.85
12	23	2011	102325	4:05:00 PM	City of Toledo	SINGLE2	RES	709	61260	38360	22900	11.45
12	23	2011	102335	10:01:00 AM	City of Toledo	SINGLE2	RES	7039	57740	33880	23860	11.93
12	23	2011	102339	10:59:00 AM	City of Toledo	SINGLE2	RES	7036	59300	33880	25420	12.71
12	23	2011	102329	9:15:00 AM	City of Toledo	SINGLE2	RES	709	66660	38360	28300	14.15
12	23	2011	102359	2:34:00 PM	City of Toledo	SINGLE2	RES	70540	65120	34060	31060	15.53
12	27	2011	102398	3:14:00 PM	City of Toledo	SINGLE2	RES	7036	56040	33880	22160	11.08
12	27	2011	102360	3:31:00 PM	City of Toledo	SINGLE2	RES	7036	60140	37420	22720	11.36
12	27	2011	102366	8:06:00 AM	City of Toledo	SINGLE2	RES	7036	61480	37420	24060	12.03
12	27	2011	102389	1:45:00 PM	City of Toledo	SINGLE2	STANSLE'	5144	85940	59740	26200	13.1
12	27	2011	102396	2:58:00 PM	City of Toledo	SINGLE2	RES	7511	63740	37440	26300	13.15
12	27	2011	102371	10:23:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	86360	58280	28080	14.04
12	27	2011	102377	11:15:00 AM	City of Toledo	SINGLE2	RES	7511	65940	37440	28500	14.25
12	27	2011	102379	11:39:00 AM	City of Toledo	SINGLE2	RES	70540	65040	34060	30980	15.49
12	27	2011	102367	10:12:00 AM	City of Toledo	SINGLE2	STANSLE'	5144	93440	59800	33640	16.82
12	28	2011	102417	11:46:00 AM	City of Toledo	SINGLE2	RES	7511	61940	37440	24500	12.25
12	28	2011	102431	3:10:00 PM	City of Toledo	SINGLE2	RES	70540	60100	34260	25840	12.92
12	28	2011	102402	7:43:00 AM	City of Toledo	SINGLE2	RES	70540	62240	34260	27980	13.99
12	28	2011	102416	11:28:00 AM	City of Toledo	SINGLE2	RES	70540	62860	34260	28600	14.3
12	29	2011	102438	7:36:00 AM	City of Toledo	SINGLE2	RES	7036	56600	33880	22720	11.36
12	29	2011	102444	10:32:00 AM	City of Toledo	SINGLE2	RES	7511	60940	37440	23500	11.75
12	29	2011	102450	11:22:00 AM	City of Toledo	SINGLE2	RES	7039	59340	33880	25460	12.73
12	29	2011	102455	12:32:00 PM	City of Toledo	SINGLE2	STANSLE'	5143	83700	57700	26000	13
12	29	2011	102464	2:39:00 PM	City of Toledo	SINGLE2	RES	7511	64080	37440	26640	13.32
12	29	2011	102453	12:26:00 PM	City of Toledo	SINGLE2	STANSLE'	4108	71140	42320	28820	14.41
12	30	2011	102480	7:25:00 AM	City of Toledo	SINGLE2	RES	7036	51580	33880	17700	8.85
12	30	2011	102481	7:44:00 AM	City of Toledo	SINGLE2	RES	7036	53380	33880	19500	9.75

12	30	2011	102489	10:47:00 AM	City of Toledo	SINGLE2	RES	7039	55380	33880	21500	10.75
12	30	2011	102494	10:59:00 AM	City of Toledo	SINGLE2	RES	7036	56340	33880	22460	11.23
12	30	2011	102498	1:56:00 PM	City of Toledo	SINGLE2	RES	7036	58100	33880	24220	12.11
12	30	2011	102487	10:30:00 AM	City of Toledo	SINGLE2	RES	7511	63600	37440	26160	13.08
12	30	2011	102500	2:21:00 PM	City of Toledo	SINGLE2	STANSLE'	5143	87640	58300	29340	14.67
12	30	2011	102483	9:30:00 AM	City of Toledo	SINGLE2	ROCKSTA	4102	90200	59820	30380	15.19
12	30	2011	102482	9:09:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	90640	58380	32260	16.13
12	31	2011	102533	1:04:00 PM	City of Toledo	SINGLE2	RES	7036	57560	37420	20140	10.07
12	31	2011	102511	7:19:00 AM	City of Toledo	SINGLE2	RES	7511	56200	33880	22320	11.16
12	31	2011	102518	9:20:00 AM	City of Toledo	SINGLE2	RES	7039	56920	33880	23040	11.52
12	31	2011	102530	12:22:00 PM	City of Toledo	SINGLE2	RES	7039	59260	33880	25380	12.69
12	31	2011	102513	7:26:00 AM	City of Toledo	SINGLE2	STANSLE'	5144	89560	63380	26180	13.09
12	31	2011	102514	7:44:00 AM	City of Toledo	SINGLE2	ROCKSTA	4108	68940	42600	26340	13.17
12	31	2011	102531	12:43:00 PM	City of Toledo	SINGLE2	RES	7511	60280	33880	26400	13.2

Total Tons 1947.45

Ann Arbor ACR \$100.64
 Toledo Threshold \$94.87
 Amount Available for Share/Ton \$5.77
 Revenue Share % 50.00%
 Revenue Share/Ton \$2.89

Total Revenue Share to City \$5,628.13

November-11

Invoice

1031114821

Month	Day	Year	Ticket No	Time In	Customer ID	Material Id	Truck Id	Trailer Id	Gross	Tare	Net	Tons
11	1	2011	99663	1:56:00 PM	City of Toledo	SINGLE2	RES	7036	55680	37200	18480	9.24
11	1	2011	99661	1:39:00 PM	City of Toledo	SINGLE2	RES	70539	56860	34060	22800	11.4
11	1	2011	99660	1:20:00 PM	City of Toledo	SINGLE2	RES	70540	55280	34060	21220	10.61
11	1	2011	99651	11:17:00 AM	City of Toledo	SINGLE2	RES	7511	58880	33880	25000	12.5
11	1	2011	99646	10:36:00 AM	City of Toledo	SINGLE2	RES	7039	48320	33880	14440	7.22
11	1	2011	99641	7:54:00 AM	City of Toledo	SINGLE2	RES	70539	57180	34060	23120	11.56
11	1	2011	99640	7:40:00 AM	City of Toledo	SINGLE2	RES	70540	57840	34060	23780	11.89
11	2	2011	99703	3:08:00 PM	City of Toledo	SINGLE2	RES	7039	57880	37200	20680	10.34
11	2	2011	99699	2:03:00 PM	City of Toledo	SINGLE2	RES	7511	59620	33880	25740	12.87
11	2	2011	99693	12:57:00 PM	City of Toledo	SINGLE2	RES	70540	66980	34060	32920	16.46
11	2	2011	99684	11:39:00 AM	City of Toledo	SINGLE2	RES	70539	58880	34060	24820	12.41
11	2	2011	99678	10:28:00 AM	City of Toledo	SINGLE2	RES	7511	59840	33880	25960	12.98
11	2	2011	99671	9:02:00 AM	City of Toledo	SINGLE2	RES	70540	55440	34060	21380	10.69
11	2	2011	99670	7:35:00 AM	City of Toledo	SINGLE2	RES	7511	52220	33880	18340	9.17
11	3	2011	99747	3:25:00 PM	City of Toledo	SINGLE2	RES	70539	57680	34060	23620	11.81
11	3	2011	99745	3:04:00 PM	City of Toledo	SINGLE2	RES	7511	60200	37440	22760	11.38
11	3	2011	99732	1:38:00 PM	City of Toledo	SINGLE2	RES	70540	65560	37300	28260	14.13
11	3	2011	99729	12:41:00 PM	City of Toledo	SINGLE2	RES	70539	58720	34060	24660	12.33
11	3	2011	99715	10:29:00 AM	City of Toledo	SINGLE2	RES	70540	63600	37300	26300	13.15
11	3	2011	99710	9:58:00 AM	City of Toledo	SINGLE2	RES	7511	55000	33880	21120	10.56
11	3	2011	99708	7:07:00 AM	City of Toledo	SINGLE2	RES	70539	58660	34060	24600	12.3
11	4	2011	99781	2:06:00 PM	City of Toledo	SINGLE2	STANSLE'	5154	95440	65240	30200	15.1
11	4	2011	99771	12:32:00 PM	City of Toledo	SINGLE2	RES	7039	58620	37200	21420	10.71
11	4	2011	99766	11:41:00 AM	City of Toledo	SINGLE2	RES	70540	63360	37300	26060	13.03
11	4	2011	99757	10:00:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	80960	57040	23920	11.96
11	4	2011	99753	9:37:00 AM	City of Toledo	SINGLE2	RES	7511	56300	37440	18860	9.43
11	4	2011	99752	9:37:00 AM	City of Toledo	SINGLE2	RES	7511	59160	37440	21720	10.86
11	4	2011	99750	8:50:00 AM	City of Toledo	SINGLE2	RES	70540	62200	37300	24900	12.45
11	7	2011	99824	3:45:00 PM	City of Toledo	SINGLE2	RES	709	60560	38520	22040	11.02
11	7	2011	99804	1:25:00 PM	City of Toledo	SINGLE2	STANSLE'	5143	85780	56920	28860	14.43
11	7	2011	99793	10:33:00 AM	City of Toledo	SINGLE2	RES	7511	52520	33880	18640	9.32
11	7	2011	99791	8:23:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	80660	56920	23740	11.87
11	7	2011	99790	7:54:00 AM	City of Toledo	SINGLE2	RES	70539	58700	34060	24640	12.32
11	8	2011	99862	3:08:00 PM	City of Toledo	SINGLE2	RES	70540	61480	34060	27420	13.71
11	8	2011	99858	1:49:00 PM	City of Toledo	SINGLE2	RES	7511	61240	37740	23500	11.75
11	8	2011	99853	12:37:00 PM	City of Toledo	SINGLE2	STANSLE'	5143	85600	57860	27740	13.87
11	8	2011	99852	12:32:00 PM	City of Toledo	SINGLE2	RES	70540	60340	34060	26280	13.14
11	8	2011	99844	9:54:00 AM	City of Toledo	SINGLE2	RES	7511	56700	33880	22820	11.41
11	8	2011	99838	7:40:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	80660	57860	22800	11.4
11	8	2011	99837	7:22:00 AM	City of Toledo	SINGLE2	RES	70539	57680	34060	23620	11.81
11	9	2011	99891	2:11:00 PM	City of Toledo	SINGLE2	RES	70539	64940	34060	30880	15.44
11	9	2011	99878	11:25:00 AM	City of Toledo	SINGLE2	RES	70540	59780	34060	25720	12.86
11	9	2011	99877	11:19:00 AM	City of Toledo	SINGLE2	ROCKSTA	4108	68980	42240	26740	13.37
11	9	2011	99867	8:26:00 AM	City of Toledo	SINGLE2	RES	70539	61520	34060	27460	13.73
11	10	2011	99935	3:18:00 PM	City of Toledo	SINGLE2	RES	70539	59220	34060	25160	12.58
11	10	2011	99918	12:29:00 PM	City of Toledo	SINGLE2	RES	70540	60680	34060	26620	13.31
11	10	2011	99910	10:49:00 AM	City of Toledo	SINGLE2	RES	7511	58080	37740	20340	10.17
11	10	2011	99905	9:53:00 AM	City of Toledo	SINGLE2	RES	70539	60720	34060	26660	13.33
11	10	2011	99899	7:03:00 AM	City of Toledo	SINGLE2	RES	70539	62940	34060	28880	14.44
11	11	2011	99968	2:45:00 PM	City of Toledo	SINGLE2	RES	709	58020	38520	19500	9.75
11	11	2011	99958	12:46:00 PM	City of Toledo	SINGLE2	RES	70540	66820	34060	32760	16.38
11	11	2011	99945	9:59:00 AM	City of Toledo	SINGLE2	RES	7036	55340	33880	21460	10.73
11	11	2011	99943	8:36:00 AM	City of Toledo	SINGLE2	RES	709	59640	38520	21120	10.56
11	11	2011	99941	7:28:00 AM	City of Toledo	SINGLE2	RES	70540	61760	34060	27700	13.85
11	11	2011	99940	7:24:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	81920	57860	24060	12.03
11	14	2011	100004	3:46:00 PM	City of Toledo	SINGLE2	RES	70539	63360	38200	25160	12.58
11	14	2011	99998	2:05:00 PM	City of Toledo	SINGLE2	RES	7036	54480	33880	20600	10.3
11	14	2011	99992	1:52:00 PM	City of Toledo	SINGLE2	RES	709	58800	38520	20280	10.14
11	14	2011	99989	1:02:00 PM	City of Toledo	SINGLE2	RES	70540	62020	38200	23820	11.91

11	14	2011	99984	10:58:00 AM	City of Toledo	SINGLE2	RES	709	60300	38520	21780	10.89
11	14	2011	99979	10:20:00 AM	City of Toledo	SINGLE2	RES	70539	62420	38200	24220	12.11
11	14	2011	99971	7:48:00 AM	City of Toledo	SINGLE2	RES	70540	65460	38200	27260	13.63
11	14	2011	99970	3:33:00 PM	City of Toledo	SINGLE2	RES	7039	57320	33880	23440	11.72
11	15	2011	100033	3:05:00 PM	City of Toledo	SINGLE2	RES	70540	62840	37300	25540	12.77
11	15	2011	100032	2:47:00 PM	City of Toledo	SINGLE2	ROCKSTA	4107	65200	42620	22580	11.29
11	15	2011	100029	2:08:00 PM	City of Toledo	SINGLE2	RES	70539	59960	38200	21760	10.88
11	15	2011	100028	1:49:00 PM	City of Toledo	SINGLE2	RES	709	56140	33880	22260	11.13
11	15	2011	100016	10:55:00 AM	City of Toledo	SINGLE2	RES	70539	62260	38200	24060	12.03
11	15	2011	100011	9:28:00 AM	City of Toledo	SINGLE2	RES	709	57300	38520	18780	9.39
11	15	2011	100010	9:28:00 AM	City of Toledo	SINGLE2	RES	709	60200	38520	21680	10.84
11	15	2011	100008	7:59:00 AM	City of Toledo	SINGLE2	RES	70540	61500	38200	23300	11.65
11	16	2011	100077	3:09:00 PM	City of Toledo	SINGLE2	RES	7511	63500	38200	25300	12.65
11	16	2011	100069	2:08:00 PM	City of Toledo	SINGLE2	ROCKSTA	4102	60620	34680	25940	12.97
11	16	2011	100057	12:26:00 PM	City of Toledo	SINGLE2	RES	70539	66960	38200	28760	14.38
11	16	2011	100041	9:29:00 AM	City of Toledo	SINGLE2	RES	7511	61200	38200	23000	11.5
11	16	2011	100038	9:02:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	86000	56620	29380	14.69
11	17	2011	100103	1:45:00 PM	City of Toledo	SINGLE2	RES	7039	53780	33880	19900	9.95
11	17	2011	100102	1:34:00 PM	City of Toledo	SINGLE2	RES	70539	62420	37300	25120	12.56
11	17	2011	100089	11:17:00 AM	City of Toledo	SINGLE2	STANSLE'	5146	64100	42060	22040	11.02
11	17	2011	100086	10:49:00 AM	City of Toledo	SINGLE2	RES	70540	63860	37300	26560	13.28
11	17	2011	100082	7:47:00 AM	City of Toledo	SINGLE2	RES	70540	62980	37300	25680	12.84
11	17	2011	100080	7:39:00 AM	City of Toledo	SINGLE2	STANSLE'	5146	63020	36700	26320	13.16
11	17	2011	100078	7:19:00 AM	City of Toledo	SINGLE2	RES	7036	53820	33880	19940	9.97
11	18	2011	100154	3:40:00 PM	City of Toledo	SINGLE2	RES	70539	51980	34260	17720	8.86
11	18	2011	100153	3:21:00 PM	City of Toledo	SINGLE2	RES	7511	56500	38200	18300	9.15
11	18	2011	100143	1:13:00 PM	City of Toledo	SINGLE2	RES	70539	60700	34260	26440	13.22
11	18	2011	100142	12:34:00 PM	City of Toledo	SINGLE2	RES	7039	55460	33880	21580	10.79
11	18	2011	100137	11:28:00 AM	City of Toledo	SINGLE2	STANSLE'	4108	69020	42860	26160	13.08
11	18	2011	100128	10:20:00 AM	City of Toledo	SINGLE2	RES	70539	59560	34260	25300	12.65
11	18	2011	100125	9:50:00 AM	City of Toledo	SINGLE2	RES	7039	51540	33880	17660	8.83
11	18	2011	100121	8:23:00 AM	City of Toledo	SINGLE2	STANSLE'	4108	62960	42860	20100	10.05
11	18	2011	100119	7:38:00 AM	City of Toledo	SINGLE2	RES	70539	58580	34260	24320	12.16
11	18	2011	100118	7:22:00 AM	City of Toledo	SINGLE2	RES	709	57340	38360	18980	9.49
11	18	2011	100117	7:12:00 AM	City of Toledo	SINGLE2	RES	7039	52280	33880	18400	9.2
11	21	2011	100214	3:18:00 PM	City of Toledo	SINGLE2	RES	7511	58360	37300	21060	10.53
11	21	2011	100194	1:28:00 PM	City of Toledo	SINGLE2	RES	70540	59060	34060	25000	12.5
11	21	2011	100190	1:03:00 PM	City of Toledo	SINGLE2	RES	7039	52260	33880	18380	9.19
11	21	2011	100180	11:28:00 AM	City of Toledo	SINGLE2	ROCKSTA	4102	68240	39660	28580	14.29
11	21	2011	100169	10:21:00 AM	City of Toledo	SINGLE2	RES	70540	57180	34060	23120	11.56
11	21	2011	100164	9:55:00 AM	City of Toledo	SINGLE2	RES	7039	53840	33880	19960	9.98
11	21	2011	100156	7:39:00 AM	City of Toledo	SINGLE2	ROCKSTA	4102	62780	39680	23100	11.55
11	21	2011	100155	7:18:00 AM	City of Toledo	SINGLE2	RES	70539	59020	34260	24760	12.38
11	22	2011	100266	3:12:00 PM	City of Toledo	SINGLE2	RES	70539	63140	34060	29080	14.54
11	22	2011	100251	1:13:00 PM	City of Toledo	SINGLE2	RES	709	55420	34720	20700	10.35
11	22	2011	100245	12:22:00 PM	City of Toledo	SINGLE2	RES	70540	58080	34060	24020	12.01
11	22	2011	100230	9:35:00 AM	City of Toledo	SINGLE2	RES	70539	55920	34060	21860	10.93
11	22	2011	100221	7:23:00 AM	City of Toledo	SINGLE2	RES	709	54120	34720	19400	9.7
11	22	2011	100219	7:07:00 AM	City of Toledo	SINGLE2	RES	70540	57180	34060	23120	11.56
11	23	2011	100299	2:00:00 PM	City of Toledo	SINGLE2	RES	7511	57400	33880	23520	11.76
11	23	2011	100292	12:42:00 PM	City of Toledo	SINGLE2	STANSLE'	5143	87460	57480	29980	14.99
11	23	2011	100280	11:09:00 AM	City of Toledo	SINGLE2	RES	7511	62420	33880	28540	14.27
11	23	2011	100278	10:43:00 AM	City of Toledo	SINGLE2	RES	70539	59300	34060	25240	12.62
11	23	2011	100272	8:47:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	85880	57480	28400	14.2
11	23	2011	100270	8:10:00 AM	City of Toledo	SINGLE2	RES	70540	57900	34060	23840	11.92
11	25	2011	100334	1:13:00 PM	City of Toledo	SINGLE2	RES	70540	61320	34060	27260	13.63
11	25	2011	100324	11:23:00 AM	City of Toledo	SINGLE2	RES	7511	57960	33880	24080	12.04
11	25	2011	100316	10:13:00 AM	City of Toledo	SINGLE2	RES	70540	62240	34060	28180	14.09
11	25	2011	100312	8:56:00 AM	City of Toledo	SINGLE2	STANSLE'	5143	82300	57040	25260	12.63
11	25	2011	100311	8:37:00 AM	City of Toledo	SINGLE2	RES	7511	58300	33880	24420	12.21
11	25	2011	100310	7:36:00 AM	City of Toledo	SINGLE2	RES	70539	63820	34060	29760	14.88
11	26	2011	100363	11:32:00 AM	City of Toledo	SINGLE2	RES	7511	60180	33880	26300	13.15
11	26	2011	100360	10:52:00 AM	City of Toledo	SINGLE2	RES	70540	64440	34060	30380	15.19
11	26	2011	100357	10:31:00 AM	City of Toledo	SINGLE2	RES	70539	64400	37300	27100	13.55
11	26	2011	100351	8:35:00 AM	City of Toledo	SINGLE2	RES	7511	57880	33880	24000	12
11	26	2011	100350	8:03:00 AM	City of Toledo	SINGLE2	RES	70540	61660	34060	27600	13.8
11	26	2011	100349	7:48:00 AM	City of Toledo	SINGLE2	RES	7039	56720	37300	19420	9.71
11	28	2011	100392	1:24:00 PM	City of Toledo	SINGLE2	RES	70539	67140	37300	29840	14.92
11	28	2011	100387	12:54:00 PM	City of Toledo	SINGLE2	RES	70540	66740	34060	32680	16.34
11	28	2011	100379	10:25:00 AM	City of Toledo	SINGLE2	RES	70539	70160	37300	32860	16.43

11	28	2011	100376	10:09:00 AM	City of Toledo	SINGLE2	RES	70540	63980	34060	29920	14.96
11	28	2011	100373	7:14:00 AM	City of Toledo	SINGLE2	RES	70539	66600	37300	29300	14.65
11	28	2011	100372	6:54:00 AM	City of Toledo	SINGLE2	RES	70540	63700	34060	29640	14.82
11	29	2011	100431	1:42:00 PM	City of Toledo	SINGLE2	RES	7039	61200	36080	25120	12.56
11	29	2011	100425	1:07:00 PM	City of Toledo	SINGLE2	RES	70540	67600	34060	33540	16.77
11	29	2011	100419	10:51:00 AM	City of Toledo	SINGLE2	RES	70539	69720	37300	32420	16.21
11	29	2011	100408	7:39:00 AM	City of Toledo	SINGLE2	RES	70539	69840	37300	32540	16.27
11	29	2011	100407	7:11:00 AM	City of Toledo	SINGLE2	RES	70540	71120	34060	37060	18.53
11	30	2011	100464	2:51:00 PM	City of Toledo	SINGLE2	RES	70540	66740	34060	32680	16.34
11	30	2011	100463	2:49:00 PM	City of Toledo	SINGLE2	RES	7039	66920	36080	30840	15.42
11	30	2011	100448	12:14:00 PM	City of Toledo	SINGLE2	RES	70539	68040	34060	33980	16.99
11	30	2011	100446	11:42:00 AM	City of Toledo	SINGLE2	RES	7039	63400	36080	27320	13.66
11	30	2011	100437	9:15:00 AM	City of Toledo	SINGLE2	RES	70540	66160	34060	32100	16.05
11	30	2011	100435	8:45:00 AM	City of Toledo	SINGLE2	RES	7036	64300	36080	28220	14.11

Total Tons 1779.57

Ann Arbor ACR \$127.15
 Toledo Threshold \$94.87
 Amount Available for Share/Ton \$32.28
 Revenue Share % 50.00%
 Revenue Share/Ton \$16.14

Total Revenue Share to City \$28,722.26

Performance Bond – Multi-Year Contracts

KNOW ALL MEN BY THESE PRESENTS, that we, Fondessy Enterprises, Inc. as Principal, (hereinafter called the "Principal"), and West Bend Mutual Insurance Company as Surety, (hereinafter call the "Surety"), are held firmly bound unto, Lucas County Solid Waste Management District as Obligee, (hereinafter called the "Obligee"), in penal sum of Seventy Five Thousand Dollars Dollars (\$ 75,000.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written contract with the Obligee, dated _____ (hereinafter called the "Contract"), which Contract is incorporated herein by reference for the work described as Recycling Services and,

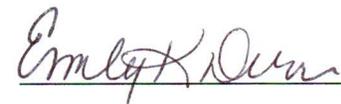
NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Obligee for any and all loss that the Obligee may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 01/01/2012 and expiring on 12/31/2012, unless released by the Obligee prior thereto. However, the term of this bond may be extended for an additional one-year period(s) by the issuance of a Continuation Certificate by the Surety.
2. The Liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the bond amount set forth above or in any additions, riders or endorsements properly issued by the Surety.
3. Non-renewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall not constitute default under this bond.
4. In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later that thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the following address: 8401 Greenway Blvd., Suite 1100, Middleton, WI 53562.
5. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract to perform or sublet same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
6. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.

Signed and Sealed this 1 day of January 20 2012

Witness: 

Witness: 

Principal:
Fondessy Enterprises, Inc.
By:  (SEAL)
Name Typed: Troy Albright, President
Title

Surety:
West Bend Mutual Insurance Company
By:  (SEAL)
Name Typed: BRIAN FULLER, Attorney-In-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

BRIAN FULLER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Six Million Dollars (\$6,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

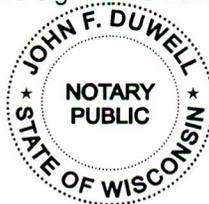

James J. Pauly
Secretary




Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.




John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 1 day of January, 2012




Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.