

AGENDA

**BOARD OF DIRECTOR’S MEETING**

of the

**MONROE COUNTY SOLID WASTE MANAGEMENT DISTRICT**

Nat U. Hill Meeting Room, Monroe County Courthouse  
Bloomington, Indiana

Meeting Connection via ZOOM

<https://monroecounty-in.zoom.us/j/83148285094?pwd=VExtMEcrcDdPcm1YSzQwbnYwUzVrQT09>

Meeting ID: 830 5000 5419

Password: 559818

Thursday May 11, 2023

4:00 pm

**CALL TO ORDER**

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**ADJOURN**

MINUTES

**Executive Committee Meeting**  
of the  
Monroe County Solid Waste Management District

Wednesday April 5, 2023 5:00 p.m.

Monroe County Council / HR Conference Room, Monroe County Courthouse  
Bloomington, Indiana

Members Present: Geoff McKim, Chairperson; Isabel Piedmont-Smith, Vice-Chairperson; Penny Githens, Secretary

Members Absent: None

Staff Present: Tom McGlasson Jr., Executive Director

CAC Present: Joseph Wynia, Chairperson (Virtual); William Goins, member

Legal Counsel Present: None

McKim called the meeting order at 5:05 p.m.

**Approval of Executive Committee Executive Session Minutes – February 27, 2023**

Piedmont-Smith motioned to approve the minutes; Githens seconded. Verbal vote was unanimous, motion passed.

**Approval of Executive Committee Meeting Minutes – February 27, 2023**

Piedmont-Smith stated she provided some typographical corrections, but nothing substantive. Piedmont-Smith motioned to approve the minutes; Githens seconded. Verbal vote was unanimous, motion passed.

**Review of Board of Directors Meeting Minutes – March 9, 2023**

Piedmont-Smith motioned to forward the meeting minutes to the full Board for approval; Githens seconded.

Piedmont-Smith asked for clarification of the section under Department Reports where McGlasson was discussing the draft final report of the CBU Anaerobic Digester Study. Discussion ensued and this section was re-worded for better clarity.

Piedmont-Smith asked for clarification of the first paragraph on page five (5) that starts “Githens stated that stormwater...”. Discussion ensued and this section was re-worded for better clarity.

No other questions or changes. Verbal vote to forward the corrected minutes to the full Board was unanimous, motion passed.

**Report From Controller**

McGlasson stated there are no financial matters to report on, DeWar is working to complete the end of month reconciliation and cash flow statements and is thus absent. Staff will attempt to have to Board packet completed and distributed by the end of the day tomorrow due to Friday being a holiday, but it may be Monday before the packet is distributed.

**Resolution 2023-03 Monroe County Landfill Financial Assurance**

McGlasson stated this is an annual requirement that everyone should be familiar with. He referenced the last paragraph of the resolution and noted that this is second time the cost estimate has increased due to the inflation factor that must in included in the calculation.

McKim stated that he hoped we would never have to utilize County funds. McGlasson concurred, stating that the District still has the post-closure trust fund and tells the County every year that those funds would be exhausted before asking the County for any assistance.

#### **Multi-Family Residential Complex Composting Pilot Project Update**

McGlasson stated there is a copy of the Request for Proposal (RFP) that was advertised last Friday (March 31, 2023), no response to the advertisement has been received yet. The RFP was provided directly to EarthKeepers, who is the one (1) entity identified thus far that might be interested in doing this type of work. He is working with Alex Crowley to identify other entities. The proposals are due by April 24<sup>th</sup>, which should give us enough time to review and bring them to the Executive Committee and Board at the May meetings.

Piedmont-Smith asked about the timing of funding availability and when the project would start. McGlasson stated when the project would start would be up to the proposer, funding would be available once we have an executed funding agreement with the City. The board has already authorized him to commit the District to up to \$30,000 for this project. However, the Board will need to formally approve entering into an agreement with the selected RFP respondent. The Board does have the option to reject any and all proposals received.

Piedmont-Smith asked if there was a deadline for completion of the project. McGlasson stated the RFP did not provide for that, the Board could put that into the contract, but otherwise there is not.

Githens asked about the timing of the start of the project, recalling that there was some concern about doing this through the summer due to student turnover. Piedmont-Smith stated that may depend on the complex, some don't have a large student population.

#### **Orange Bag Program Cost Review**

McGlasson stated the information in the packet is based on inquiries that were made last month when discussing the retail pricing issues we were having with some vendors. The purpose is to address an issue raised by some vendors that the provided discount has not been adjusted and is not sufficient in the current economic environment. He reviewed the information provided in the packet.

Discussion ensued concerning the provided information, the costs associated with providing the program, other programs Orange Bag revenues support, and anticipated cost increases in coming years.

McKim asked if any vendors have opted out and are not willing to sell the bags. McGlasson stated none have.

McKim stated he is not seeing a reason to change the vendor discount.

Piedmont-Smith asked how many vendors complained about the discount. McGlasson stated two (2), and noted that they were smaller, locally owned vendors who are more impacted by the changing economy.

Piedmont-Smith stated she agrees with McKim that there is not a need to change the discount at this time.

Githens asked if this would be presented to the full Board with a recommendation regarding the discount. McKim suggested presenting the information to the Board and see if anyone wants to discuss the issue. Piedmont-Smith and Githens concurred.

#### **CBU Anaerobic Digester Feasibility Study Update**

McGlasson stated that the consultant has provided a copy of the final report, but that both he and Vic Kelson requested some changes before it is made public. CBU and their consultant are scheduled to present at the April Board meeting.

Githens asked if the report would be provided before the presentation. McGlasson stated that has been requested. Piedmont-Smith stated Board members should have a few days to review the report before the meeting.

Githens stated that the District was told this would be available in January or early February and we still have nothing. McGlasson stated it is frustrating that it is taking so long to provide a revised final report.

#### **Rumpke Monroe County Resource Recovery Facility Update**

McGlasson stated a host fee agreement is currently being negotiated and anticipates that it will be presented to the Board for consideration at the May meeting. The facility is scheduled to open on May 16<sup>th</sup>.

#### **All Other Items Deemed Appropriate For Executive Committee Discussion**

McKim stated he will not be able to attend next week's Board meeting and asked if a quorum was expected. McGlasson stated that Commissioner Thomas is the only other director he is aware of that has a conflict. He will confirm attendance with the remaining directors.

McGlasson stated that based on the responses he has received, we should have a quorum of both bodies for the joint Board and CAC meeting on April 20<sup>th</sup>.

McGlasson stated that the District's 2010 Ford F-250 compliance truck needs to be replaced. Repair costs are mounting and the District's mechanic has recommended this. Staff has researched the used truck market and found that a used truck that meets the needs of the District will cost around \$35,000 for an eight (8) to ten (10) year old truck with 100,000 plus miles on it. Staff has a quote for a new GMC Sierra 2500 truck for just over \$46,000, but we would still have to install the winch and lift gate. The quote does include a spray on bed liner and installed one hundred and twenty volt (120V) outlet needed to run the groundwater sampling equipment. This purchase will require an additional appropriation in the range of \$55,000 to account for the installation of the winch and lift gate.

Githens asked if this would include the purchase of a new lift gate. McGlasson stated that is the preference, the quote does not include that. The dealership has stated they can install the equipment, and will provide a quote for that as well, and if it is installed by them it will be covered under the truck's warranty.

McKim asked if the truck has any salvage value. McGlasson stated it would, the quote does not include that since they haven't looked at the vehicle, but the dealership will give some trade-in value, but probably only a few thousand dollars.

McGlasson stated that in addition to the compliance truck, the District also has a 2008 Ford F-150 that is showing its age and repairs are becoming more frequent. Staff would like to replace this truck as well and has a quote from the same dealership for a new GMC Sierra 1500 for just under \$39,000. That also includes a spray on bed liner, and a 120V outlet that the current F-150 does not have.

McKim asked how many vehicles in total the District owns. McGlasson stated the District owns three (3) pick-up trucks, three (3) box-trucks, and the butterfly mobile. The District also still has some vehicles in its possession that have been declared surplus property but not yet sold.

Piedmont-Smith asked what the F-150 is used for. McGlasson stated this is primarily used at the landfill, but also serves as a second compliance truck when needed.

McKim asked if McGlasson is suggesting that we do an additional appropriation to replace both vehicles with new vehicles. McGlasson confirmed, stating that the alternative is to spend at least \$30,000 per vehicle to replace either one with a used vehicle that will be seven (7) plus years old with substantial mileage, and no warranty. The F-250 will either need to be replaced or have substantial repairs done at a substantial cost, or it will no longer be safe.

McKim asked if the County Council has to approve the additional appropriation. McGlasson confirmed and added that the District generally seeks approval from its Board before requesting the additional appropriation from the Council.

McKim asked if there were any concerns with the plan to replace the vehicles.

Piedmont-Smith asked if fuel efficiency was a consideration when looking a new vehicles. McGlasson stated that the fuel efficiency differences between different V-8 engines is minimal. Staff sought quotes from Ford, Chevrolet and GMC and the presented quotes are far and away the best deal. A smaller engine would not meet the needs of the District.

Githens requested that this be brought to the full Board for consideration.

Piedmont-Smith asked if any input was needed from the Executive Committee for the rebranding process. McGlasson stated not at this time, the consultant is taking a two (2) pronged approach, with one team working on the name and slogan and a second team working on logos. Once the consultant presents ideas for these they will be distributed for discussion and feedback.

Piedmont-Smith asked if McGlasson was able to get subscriber numbers for the podcast the District is sponsoring. McGlasson stated that the podcast has over four thousand (4,000) subscribers, and has now grown to a nationwide audience.

Githens exited at 5:58 p.m.

McKim asked if it was possible to get location information for the subscribers.

Wynia asked if there is a public meeting scheduled for the release of the anaerobic digester final report. McGlasson stated nothing is scheduled at this time, however, he is hopeful to find out tomorrow if they will be available to present at the April Board meeting.

Meeting adjourned at 6:01 p.m.



Signed – Executive Committee Member  
Meeting Minutes of April 5, 2023

Minutes

Monroe County Solid Waste Management District

**Board of Directors**

Thursday April 13, 2023 4:00 p.m.

Nat U. Hill Meeting Room, Monroe County Courthouse  
Meeting Connection via ZOOM

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Community Access Television Services (CATS) provide a public access recording of this meeting in its entirety that is free to view online at [www.catstv.net](http://www.catstv.net)

*The following minutes reference the meeting packet for this date,  
including department reports and resolutions*

Members Present:

In Person: Penny Githens, Secretary; Lee Jones, Director; John Hamilton, Director; Dan Swafford, Director

Virtually: None

Members Absent: Geoff McKim, Chairperson; Julie Thomas, Director; Isabel Piedmont-Smith, Vice-Chairperson

Staff Present:

In-Person: Thomas McGlasson Jr, Executive Director; Holly DeWar, Controller

Virtually: Lee Paulsen, Landfill/Compliance Director; Joey Long, Operations Director

Staff Absent: None

Legal Counsel Present: None

CAC Present:

In Person: Joseph Wynia, Chairperson; Bill Goins, Member

Virtually: None

Others Present:

In Person: Vic Kelson, City of Bloomington Utilities Director; Richard Klaus, Donohue and Associates; Matt Cordial, Kokosing Industrial Contractors

Virtually: None

Githens called the meeting to order at 4:06 p.m.

### **CBU Anaerobic Digester Feasibility Study Presentation**

Kelson provided an overview of the ongoing collaboration with the Solid Waste Management District to study the potential for anaerobic digestion and energy recovery. He stated that bio solids that are presently aerobically digested at the Dillman plant with air and then sent to the landfill. The goal is to not send those to the landfill, and to consider generating energy from those by anaerobically digesting them, collecting the gas and either selling the gas to the pipeline or to generate electricity to help reduce both the carbon footprint and the cost of operation of the Dillman plant. The District, the Utilities Department, and Utilities Service Board collaborated on a contract with a large group on contractors, led by Energy Power Partners, to look at the energy balance of such a system, the finances, the economics, government incentives available, different ways the gas could be used, the triple bottom line of such an operation and how it would benefit the residents of Monroe County.

Kelson introduced Klaus and Cordial who provided a PowerPoint presentation that is attached and made a part of these minutes.

Hamilton stated his appreciation for the work on this project. We have looked at this for a number of years and this is the most detailed and intense work we have done. This is an enormous opportunity to do some positive things for the community as a whole. He stated that he thought it would be helpful to have some private sector partnerships to be involved and have incentives for this to succeed.

Kelson stated he thought waste haulers, producers and generators from various sources would be the first place to look for partners. He noted that the facility would produce Class B bio-solids, but there is a market for Class A bio solids if we can find a partner interested in taking on that composting operation. There is also the possibility of having an investor who wants to build the whole thing. We would need to balance the likelihood of the project making money and reducing risk and achieving the goals related to climate action and emissions reduction. Achieving these goals will cost money, so even if the facility doesn't make a profit, we need to look at the social benefits and if this is the least expensive way to achieve the climate goals.

Githens asked how much high strength, organic waste CBU currently produces. Kelson stated it is in the tens of thousands of pounds per month, he will provide a more exact number via email.

Githens asked where that fits in terms of the volumes described in the report. Kelson stated the volumes are low, but the strengths are high.

Githens asked where would other high strength organic waste come from if we are not producing enough to make this economically feasible locally; how would it come to us; would it be filtered; is it going to have other processes done first; and, how does it impact the cost. Kelson stated we are currently turning away high strength waste at the Dillman plant that comes from outside of Monroe County. The study looked at what kinds of waste are available within one hour of Bloomington. Some of the facilities contacted were not interested in engaging in conversation until they knew we were moving ahead with the facility. These facilities have been built in other parts of the state, but this would be the only one between Indianapolis and Evansville.

Githens asked where there are other anaerobic digesters in the state. Kelson stated there are a lot in northern Indiana where there are dairy farms and confined feeding operations. There is one in Evansville, Ft. Wayne, and West Lafayette.

Klaus stated that some anaerobic digesters restrict high strength organic wastes (HSOW). West Lafayette accepts food waste from Purdue University, but he did not believe Evansville accepts HSOW.

Githens asked how much heavy metals and other dangerous metals are currently in the waste stream that would impact the quality of the Class B bio-solids. Kelson stated that it is something regularly tested for, but is low in our case. He explained that an emerging concern is PFAS, these are the polyfluoralkyl molecules associated with certain fire foams and other chemicals. CBU has tested for these at all facilities and none have been detected. Going forward testing should be done for both.

Githens stated that she remembered from an earlier report that for land application of the Class B bio-solids, we would need roughly 500 acres to offload for farming. She asked if that is still being considered or will that just go to a landfill. Kelson stated the material can be hauled and we would be looking for partners in surrounding counties.

Githens asked if there is any danger for persons transporting high strength organic waste. Kelson stated there is always risk when hauling waste, but hauling to a nearby location would minimize that. It's mostly food waste and not hazardous waste.

Githens asked if we will be in competition with local companies doing composting. Kelson stated we could look at partnering with local or regional companies to compost the Class B bio-solids to make Class A bio-solids, which would be a business opportunity for them. He doesn't believe land application of Class B bio-solids would put any local composting companies out of business.

Githens asked for an estimation of final costs. Kelson stated that it is going to be around \$50 million, plus or minus, depending on the size of the facility. Githens asked for clarification as to whether the \$50 million is our half if we get the fifty percent (50%) credit, with the total being \$100 million. Kelson stated that the total cost would be between \$50 and \$60 million, with some things being eligible for an investment tax credit. Some of that is already planned to be built for other reasons, with the rest having to be paid for out of rates.

Githens asked if this were a public/private enterprise, would that impact the amount we can get back from the government. Kelson stated that it would because we would be paying them for the services they are providing.

Githens asked if a public/private partnership would still be eligible for the fifty percent (50%) credit. Kelson stated the project would be eligible, but one aspect involving paying prevailing wages might be impacted.

Jones stated it would take a lot for her to be comfortable with land application of Class B outputs. There was a time when PCBs were seemingly fine to put all over the county and we are still paying for that now. We don't know what we're going to find in the future and this a risk too great to take.

Hamilton expressed appreciation for the questions and stated our core mission is to reduce the amount of material going to final disposal. He looks at it from that perspective and appreciates the collaboration on the project. What he wants to understand going forward is what happens if this is built and what happens if it is not.

Kelson, Klaus and Cordial exited at 4:58 p.m.

### **Executive Committee Executive Session Minutes – February 27, 2023**

Provided for information.



**Executive Committee Meeting Minutes – February 27, 2023**

Provided for information.

**Board of Directors Meeting Minutes – March 9, 2023**

Jones motioned to approve the minutes; Hamilton seconded. Verbal vote was three (3) ayes (Githens, Jones, Hamilton) and one (1) abstention (Swafford), motion passed.

**Controller’s Report**

**a. Cash Flows**

Dewar stated that the balances for the operating account year-to-date are still being calculated and will be completed as soon as possible. The money market savings balance is \$1,012,462.78. For the Closure Bond Debt account, the balance is \$7,848.57. The Capital account balance is \$45,541.36. The Landfill Post Closure account balance is \$739,897.76.

**b. Payroll and Claims**

DeWar presented pre-approved payroll and claims included in the meeting packet in the amount of \$238,498.08. Payroll and claims pre-approved under Resolution 2022-02 in the amount of \$238,498.08. Total payroll and claims for approval at today’s meeting is \$238,498.08.

Jones motioned to approve payroll and claims as provided in the packet; Swafford seconded. Roll call vote was unanimous, motion passed.

**Resolution 2023-03 Monroe County Landfill financial assurance**

McGlasson stated this is an annual requirement by the State to update our post closure financial assurance. We have historically used the local government option, asking Monroe County to make that demonstration on our behalf, which the County has done for a number of years. He noted that the amount has gone up due to the current economic environment, noting that inflation has to be factored into the post-closure cost estimates.

Githens stated that we have never had a problem and that we have never had to draw on any of this, that it just reduces our financial responsibilities. McGlasson stated that to date, the District has been able to absorb the monitoring and maintenance costs into our annual budget. He can recall only one time some of the post-closure trust fund money was used when the State ordered the installation of additional groundwater wells. The County Council is advised every year that the trust fund would be used before asking the County for any assistance.

Jones motioned to approve Resolution 2023-03; Hamilton seconded. Roll call was unanimous, motion passed.

**Resolution 2023-04 Additional Appropriation**

McGlasson stated there is a typographical error in the memo on page forty-four (44) of the packet. In the second full paragraph it is stated that the welder doing the repair work advised that this would be a permanent solution and it should state that this would not be a permanent solution.

McGlasson referred to the memo on page forty-four (44) and explained that the two (2) current vehicles seeking to be replaced are 14 and 16 years old and the frequency and cost of repairs are excessive, and there are reliability and safety issues for staff. Staff has researched the local used vehicle market, but it has been determined that purchasing new vehicles would be more cost effective when considering mileage and warranties. He noted that the total request is for \$93,935.00, which is the sum of the quotes included in the packet.

Githens asked for confirmation that the County Council would not be asked to appropriate county funds, but would be asked to approve of the use of district reserve funds. McGlasson confirmed that this request would be to appropriate District reserve funds.

Hamilton suggested asking for an amount above what the current quotes are for cushion in the event of price increase. McGlasson stated the quotes in the packet are from Curry Auto Center and, if acted upon in the near future, are firm quotes.

Hamilton asked if the District has any policies on electric vehicles or the movement toward hybrid vehicles. McGlasson stated we do not, it has been discussed, but for what these vehicles are used for, he doesn't feel that an electric vehicle would be feasible for these purchases.

Hamilton stated he agrees, but thinks it would be appropriate to have such a policy and to move toward vehicles having a lower carbon impact. McGlasson stated the District needs to establish a fleet policy and such a policy could be incorporated into that.

Jones motioned to approve Resolution 2023-04; Swafford seconded. There was no public comment. Roll call was unanimous, motion passed.

#### **Multi-family residential complex composting pilot project update**

McGlasson stated we have continued to work with the City's Economic and Sustainable Development Office and are still working out the details of the funding agreement. The Request for Proposals was issued on March 31<sup>st</sup> and responses are due April 24<sup>th</sup>. He reported that we have had an inquiry from one entity, so are expecting at least one proposal. The plan is to bring the proposals to the Board at the May meeting for consideration.

#### **Orange Bag Program Cost Review**

McGlasson stated this is an update for the Board, based on previous discussions regarding the amount that some retailers were charging for orange bags, that was potentially in excess of the fees established by the Board and the fee resolution. He informed the Board that, in response to a letter that was sent to vendors, some vendors contacted him asking about the discount that they currently provide, and whether the District could consider increasing that discount. Data was prepared and is included in the packet on page 64. The program is financially sound, but we do have known cost increases coming, mainly in the cost of the bags based on the cost increase clause in the contract. This data was reviewed with the Executive Committee at their last meeting, and they did not see a need to adjust the vendor discount at this time, but left it as a possibility in the future.

Githens noted that one interesting finding was that Kroger sold the most bags. McGlasson reported that Kroger's Seminary Square store did not order bags for some time, but has recently placed an order.

#### **CAC Report**

Wynia stated that the CAC did not have a meeting last month. Included in the packet on page sixty-seven (67) are the minutes from the first attempted joint CC Board meeting. Those minutes will be approved before the next joint meeting, taking place next week. CAC activity is really pending this next joint meeting, when we'll be discussing the five (5) year management plan and then setting a strategy to act on that plan.

Githens asked for the date and time of the next joint meeting. Wynia stated the meeting will be on Thursday, April 20<sup>th</sup> at 6:30 p.m. in Room 100B in Showers Building North.

McGlasson followed up on Wynia's comments stating that regarding the minutes included for the last joint meeting, even though there wasn't a quorum of the Board present, there was a quorum of the CAC present, and legal counsel advised that the CAC should produce minutes for that.

### **Department Reports**

McGlasson provided an update on the status of legislation being monitored by the District and summarized the potential impact these bills would have on the District and the community. He announced that Cathy Martin has accepted the Office Manager position with the District and will start on Monday.

The District has been working with the county's Emergency Management Agency to assist with debris clean up from the tornado in the northwest part of the county. He advised that collection of appliances, household hazardous waste and electronics would be provided by the District, with the first collection happening today. Staff did talk with residents, letting them know that we would be collecting for at least the next two Thursdays.

Hamilton exited at 5:23 p.m.

McGlasson reported that we are currently negotiating the host fee agreement with Rumpke Waste and Recovery for the new facility in Monroe County. They are looking at a May 16<sup>th</sup> opening for the facility and the District's intent is to have a final version of the host agreement to bring to the Board at the May meeting.

McGlasson advised that we are going back to distributing tree seedlings this year for Earth Day and Arbor Day. Those will be distributed at our administrative building between April 19<sup>th</sup> and April 22<sup>nd</sup>. We will also be partnering with Canopy Bloomington, who will have volunteers on site to help in selection of the type of tree and how to plant and care for it.

Jones asked for the variety of trees that will be offered. McGlasson stated that he did not know all of the types that would be available.

Long reported that we are currently investigating plastic bag recycling again. We have reached out to a local vendor and are negotiating that at this time. We are waiting on a list of restrictions to assess feasibility. Electronic Recyclers International has advised us of a fee increase to keep recycling electronics, the fee increase would not make a huge difference, but we are reaching out to other vendors that recycle electronics in the area to compare prices and see what makes the most sense moving forward. The rural sites are operating as normal, and getting busier with the warmer weather.

Jones commented that she is very excited about the prospect of recycling plastic bags again.

Githens also commented that she is excited about the program.

Paulsen stated they are getting ready for the May 2023 groundwater sampling event. He stated he appreciates the approval of the vehicle purchase. We are getting a lot more activity on the Adopt-A-Road, with community members stepping up and cleaning up areas close to their home.

Githens stated she was thrilled to see sixteen (16) Adopt-A-Road cleanups were done in March. Paulsen state that the weather being nice helped.

Githens asked about the status of leachate. Paulsen stated we are treating as much as possible, doing about six cycles per day. The only rain events that we have been having are three to five inches at a time, making it difficult to deal with. When that happens we have to haul, as opposed to when the weather is good and we can run the cycles as usual.

**Public Comment**

None

**Comments from Directors**

None

Meeting adjourned at 5:32 p.m.

Signed – Board Member

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BOD Meeting Minutes of April 13, 2023

City of Bloomington Utilities  
Resource Recovery  
Final Report Review  
April 13<sup>th</sup>, 2023



In partnership with:



CBU Resource Recovery Final Report Review

## AGENDA

- 1) Options Overview
- 2) Design Basis
- 3) Biogas Alternatives Revenue Potential
- 4) Funding Mechanisms
- 5) Capital Cost Estimates
- 6) Triple Bottom Line
- 7) Schedule
- 8) Financial Model
- 9) Regional Collaboration
- 10) Conclusions & Findings
- 11) Next Steps



In partnership with:



CBU Resource Recovery Final Report Review

### Options Overview

10 of 16 Options Remain

**HSOW Volumes**

- None
- Low
- Medium (Base Case)
- High

**Funding Source:**


- CBU Self-Funded
- P3 Private Party Funded

**Biogas Utilization**



- CHP
- RNG

	HSOW Volume	Funding Source	Biogas Utilization
Case 3	Medium (Base)	Private Party P3	CHP
Case 4	High	Private Party P3	CHP
Case 6	Low	CBU Self Funded	CHP
Case 7	Medium (Base)	CBU Self Funded	CHP
Case 8	High	CBU Self Funded	CHP
Case 11	Medium (Base)	Private Party P3	RNG
Case 12	High	Private Party P3	RNG
Case 14	Low	CBU Self Funded	RNG
Case 15	Medium (Base)	CBU Self Funded	RNG
Case 16	High	CBU Self Funded	RNG

Base Case – Medium HSOW Volume and Combined Heat and Power




In partnership with:



CBU Resource Recovery Final Report Review

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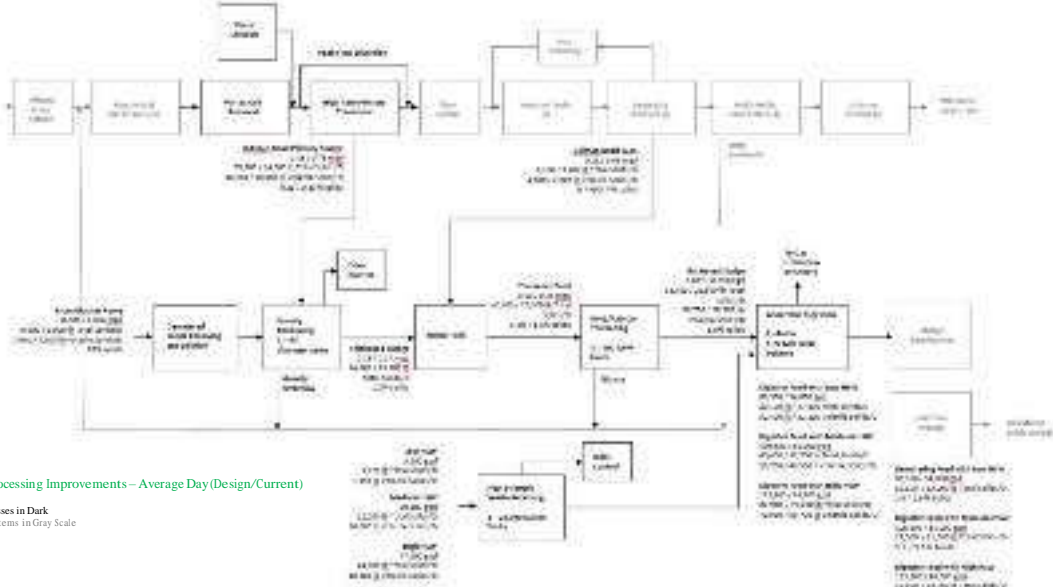


In partnership with:

CBU Resource Recovery Final Report Review

### Design Basis – Flow Diagram



Solids Processing Improvements – Average Day (Design/Current)  
 New Processes in Dark  
 Existing Systems in Gray Scale

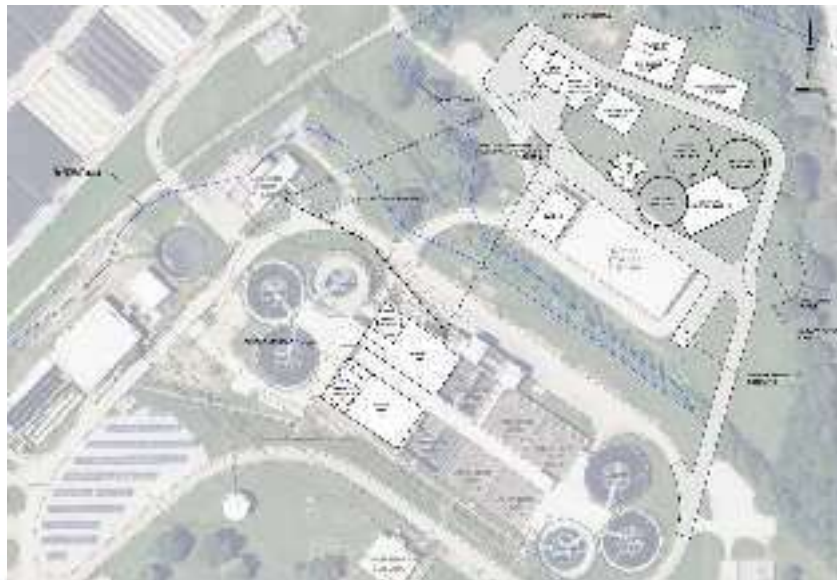


In partnership with:

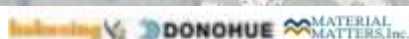


CBU Resource Recovery Final Report Review

### Design Basis – Site Plan



In partnership with:



CBU Resource Recovery Final Report Review

### Design Basis Overview – Options Comparison

Proposed Scope Item	No HSOW	Low HSOW	Medium	High HSOW
	Scenario	Scenario	(Base Case) HSOW Scenario	Scenario
Grit Handling / Influent Flow Measurement	Yes	Yes	Yes	Yes
High Rate Primary Filtration (Primary Treatment)	Yes	Yes	Yes	Yes
Co-Thickening Building and Rotary Drum Thickeners	Yes	Yes	Yes	Yes
Repurposing Aerobic Digesters and Equipment for 3 Unit Processes	Yes	Yes	Yes	Yes
Constructing New Anaerobic Digesters - # of Digesters	2	2	2	3
Constructing New Anaerobic Digester Building	Relatively Smaller	Relatively Smaller	Relatively Smaller	Larger
HSOW Receiving/Processing - # of Tanks	-	2	3	4
Solids Receiving Station	Yes	Yes	Yes	Yes
Digester Gas Handling Equipment and Flare	Yes	Yes	Yes	Yes
CHP Systems (kW)	400	<700	1000	2000
RNG System (scfm)	100	<200	300	500



In partnership with:



CBU Resource Recovery Final Report Review

### AGENDA

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In partnership with:

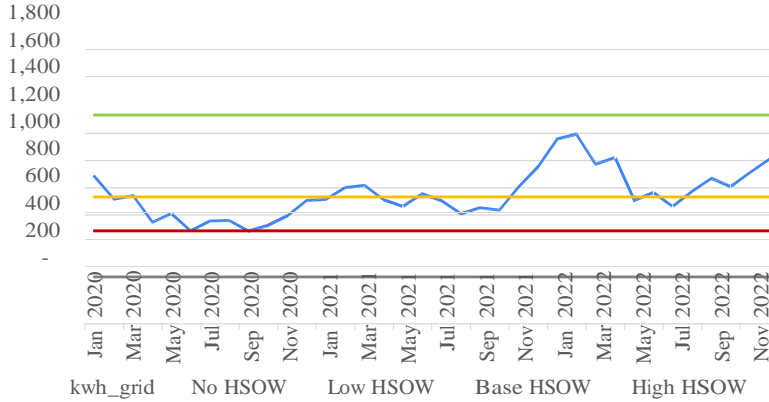


CBU Resource Recovery Final Report Review



### Biogas Alternatives – CHP Potential

Dillman Road Grid Electric Use vs. AD Electric Production



Note: Slide not Updated from Draft Report – Red (Low HSOW) line is now lower

In partnership with:



- Net metering no longer available under Duke tariff
- Rider No. 54 – Excess Distributed Generation potentially available for any system 1MW or less to credit any exported generation at 1.25x marginal cost avoidance, currently equal to \$0.052160/kwh
- Additional analysis of Dillman Road WWTP load profile required but it would appear that the vast majority of the time the CHP will not export power but all be consumed on-site therefore avoiding the full retail cost
- Duke investigating whether existing solar project counts towards the 1 MW limit under Rider No. 54

CBU Resource Recovery Final Report Review

### Biogas Alternatives – RIN Pathways (RNG & CHP – eRINs)

Q	Renewable Compressed Natural Gas, Renewable Liquefied Natural Gas, Renewable Electricity	Biogas from landfills, municipal wastewater treatment facility digesters, agricultural digesters, and separated MSW digesters; and biogas from the cellulosic components of biomass processed in other waste digesters.	Any	3 (cellulosic default)
T	Renewable Compressed Natural Gas, Renewable Liquefied Natural Gas, and Renewable Electricity	Biogas from waste digesters	Any	5 (advanced)

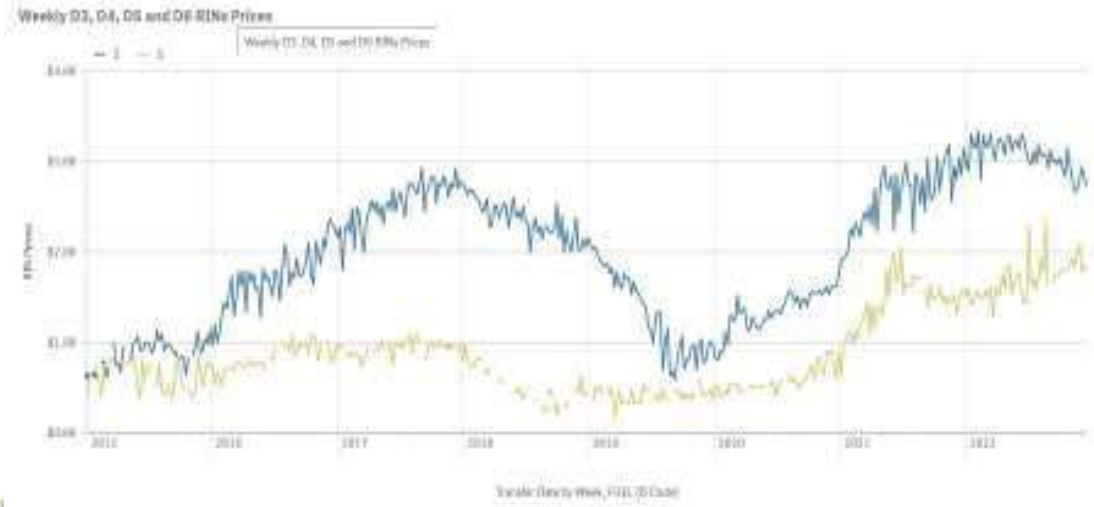





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### Biogas Alternatives – RIN Prices



PowerPartners In partnership with:    CBU Resource Recovery Final Report Review

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PowerPartners In partnership with:    CBU Resource Recovery Final Report Review

## Inflation Reduction Act (IRA) Funding Opportunity

### Section 48C Investment Tax Credit (ITC)

The ITC was extended for facilities placed in service after 12/31/22 and that begin construction prior to 1/1/25. and expanded to include qualified biogas property which includes anaerobic digesters and biogas conditioning and upgrading equipment. Credit values range from 6% to 50% of eligible project costs based on the following:

- ✓ 6% base credit value
- ✓ 2% base credit bonus for projects meeting domestic content requirements
- ✓ 2% base credit bonus for projects located in an “energy community”
- ✓ 5x base credit bonus for projects that meet prevailing wage and apprenticeship requirements

For projects that begin construction in 2025, eligibility will be “technology neutral” and projects will be required to be zero emissions to qualify, it is unclear at this time if biogas projects will qualify as zero emissions.

### Direct Pay Option for Tax Exempt Entities

Historically most tax incentives have been for the benefit of private corporations with tax liability, however, Section 13801 of the IRA allows tax exempt and government entities to elect for receiving a direct payment of the tax credit value. The amount that can be accepted as direct payment is reduced based on projects that do not meet the domestic content requirements.



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## Funding Mechanisms – CBU Self Funded vs. Public Private Partnership (P3) Private Financing

### CBU Self Funded

- 20-year bond
- 5.0-6.0% rate
- Low interest loans?
  - SRF
  - WIFIA
- 48C ITC Direct Pay Available (100% credit retained)

VS.

### P3 Private Financing

- 20-year contract
- 100% equity funded most likely given risk profile
- Most parties likely seeking 10% return
- 48C ITC Requires Tax Equity or Credit Transfer (~90% credit retained)



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CBU Resource Recovery Final Report Review

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## Capital Cost Estimates - CHP

48C ITC Eligible	In CBU CIP?	Scope Area	None	Low	Base	High
Yes	Yes	Planning/Design - WWTP Improvements	\$ 2.7	\$ 2.7	\$ 2.7	\$ 2.7
Yes	No	Planning/Design - Resource Recovery	\$ 2.6	\$ 2.8	\$ 2.9	\$ 4.0
No	Yes	Vortex Grit Removal	\$ 4.9	\$ 4.9	\$ 4.9	\$ 4.9
No	Yes	High Rate Primary Treatment	\$10.4	\$10.4	\$10.4	\$10.4
Yes	No	Solids Receiving	\$ 1.9	\$ 1.9	\$ 1.9	\$ 1.9
Yes	No	HSOW Receiving (Liquid)	\$ -	\$ 0.6	\$ 1.0	\$ 1.4
No	No	Gravity Thickening	\$ 3.0	\$ 3.0	\$ 3.0	\$ 3.0
No	No	Rotary Drum Thickening	\$ 4.7	\$ 4.7	\$ 4.7	\$ 4.7
Yes	No	Anaerobic Digesters	\$14.1	\$14.1	\$14.1	\$19.8
Yes	No	Biogas Utilization	\$ 3.2	\$ 4.6	\$ 4.6	\$ 7.9
Yes	No	General Site Work	\$ 2.0	\$ 2.0	\$ 2.0	\$ 2.0
Yes	No	Odor Control	\$ 0.9	\$ 1.1	\$ 1.1	\$ 1.3
Total			\$50.3	\$52.8	\$53.3	\$64.1
CBU CIP Project Costs			\$18.0	\$18.0	\$18.0	\$18.0
Resource Recovery Project Costs			\$32.3	\$34.8	\$35.3	\$46.1
48C ITC Eligible CAPEX			\$27.3	\$29.8	\$30.3	\$41.1



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CBU Resource Recovery Final Report Review

### Capital Cost Estimates - RNG

48C ITC Eligible	In CBU CIP?	Scope Area	None	Low	Base	High
Yes	Yes	Planning/Design - WWTP Improvements	\$ 2.7	\$ 2.7	\$ 2.7	\$ 2.7
Yes	No	Planning/Design - Resource Recovery	\$ 3.0	\$ 3.1	\$ 3.2	\$ 4.1
No	Yes	Vortex Grit Removal	\$ 4.9	\$ 4.9	\$ 4.9	\$ 4.9
No	Yes	High Rate Primary Treatment	\$10.4	\$10.4	\$10.4	\$10.4
Yes	No	Solids Receiving	\$ 1.9	\$ 1.9	\$ 1.9	\$ 1.9
Yes	No	HSOW Receiving (Liquid)	\$ -	\$ 0.6	\$ 1.0	\$ 1.4
No	No	Gravity Thickening	\$ 3.0	\$ 3.0	\$ 3.0	\$ 3.0
No	No	Rotary Drum Thickening	\$ 4.7	\$ 4.7	\$ 4.7	\$ 4.7
Yes	No	Anaerobic Digesters	\$14.1	\$14.1	\$14.1	\$19.8
Yes	No	Biogas Utilization	\$ 6.4	\$ 6.6	\$ 7.0	\$ 8.9
Yes	No	General Site Work	\$ 2.0	\$ 2.0	\$ 2.0	\$ 2.0
Yes	No	Odor Control	\$ 0.8	\$ 1.1	\$ 1.1	\$ 1.3
Total			\$53.9	\$55.1	\$56.0	\$65.2
CBU CIP Project Costs			\$18.0	\$18.0	\$18.0	\$18.0
Resource Recovery Project Costs			\$35.9	\$37.1	\$38.0	\$47.2
48C ITC Eligible CAPEX			\$30.9	\$32.1	\$33.0	\$42.2



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## Triple Bottom Line – Societal Environmental Goals

- 1) Climate Action Plan goals of:
  - a. Reducing community greenhouse gas emissions 25% below 2018 emissions levels of 1.3M metric tons of carbon dioxide equivalent (MT CO2e) by 2030 and achieve carbon neutrality by 2050. [Over 15,000 MT CO2e from Scope 2 and Scope 3 emissions]
  - b. Increasing distributed renewable energy to 250,000 MWH of total generation annually by 2030 [nearly 8,400 MWH/year]
  - c. Supporting decarbonization of the local electricity grid
  - d. Increase landfill solid waste diversion by 30% of 2018 values, 26,500 tons of waste reduction [minimum of 11,000 CBU tons of biosolids diverted, potential for significantly more with landfill diverted HSOW]
- 2) The City's stated Sustainability Action Plan goals of:
  - a. Reducing GHG emissions from municipal operations 12% relative to a baseline of 33,702 metric tons in 2015. [~6,000 MT CO2e Scope 2 emissions]
  - b. Reducing non-renewable energy use in City owned and operated facilities 12% relative to a baseline usage of 155,282 MMBTUs in 2015 [80%+ reduction in Dillman Road non-renewable energy use, 12% reduction in Blucher Poole non-renewable energy use, representing nearly 30,000 MMBTU reduction – achieving the full goal]
  - c. Reduce energy use associated with treating and transporting water and wastewater by 10% of 2018 values [12% reduction in Blucher Poole existing processes, net reduction in Dillman Road. energy use if self-generated power credited in accounting]
  - d. Increase local agricultural resilience to climate shocks



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## Triple Bottom Line – Societal Benefits

### Job Creation

- Dozens of construction jobs
- Projected 5 full time operations positions

### Sustainable Organics Disposal Facility for Local Businesses

- Competitive alternative to landfills
- Potential to use as an economic development tool

### Community Education

- CBU leading by example
- Facilitate Climate Action Plan Goal of: “Educate, motivate, and empower the public to achieve waste reduction and diversion”

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CBU Resource Recovery Final Report Review

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## Schedule

	2023				2024				2025				2026			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Further Project Planning	█	█														
Procurement			█	█												
Design				█	█	█	█									
Permitting					█	█	█	█								
Construction							█	█	█	█	█	█	█	█	█	█
Commissioning															█	█

- Project must start construction by 12/31/24 to qualify for ITC
- IRS has specific guidance on “start of construction”.
- Most common ways to achieve include:
  - 1) substantial on-site work (more than earthwork, pouring foundations)
  - 2) safe harbor by spending at least 5% of the total project costs on equipment
  - 3) start of “physical work” by manufacturing a significant component specific to the project



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CBU Resource Recovery Final Report Review

## Financial Model – Summary Conclusions

- 1) CBU does not process enough wastewater to make anaerobic digestion financially self-sustaining without support from increased rates.
- 1) The project will need to fully capitalize on available investment tax credits and environmental credit value to be financially self-sustaining.
- 2) The project has the potential to reach the economy of scale necessary to be financially self-sustaining if sufficient volumes of HSOW bearing enough biomethane potential and tip fee revenue are secured.
- 3) A private party financing the project under a public private partnership (Build-Operate-Transfer) will have a higher cost of capital than CBU and will require CBU paying more than its current baseline practices to enable the private party to achieve its desired returns, therefore suggesting that CBU consider its options for self-funding the project. However, it is also recognized there is more risk in self-funding. Private entities still likely will need to be involved to execute on much of the scope that CBU does not have current capabilities to self-perform.
- 4) There is a significant amount of both regulatory and market risk in undertaking a project of this nature and if assumptions are not fully met the project may require an increase in rates at a future date to sustain operations. Conversely if assumptions are exceeded the project could turn a former cost center into a revenue generating asset.



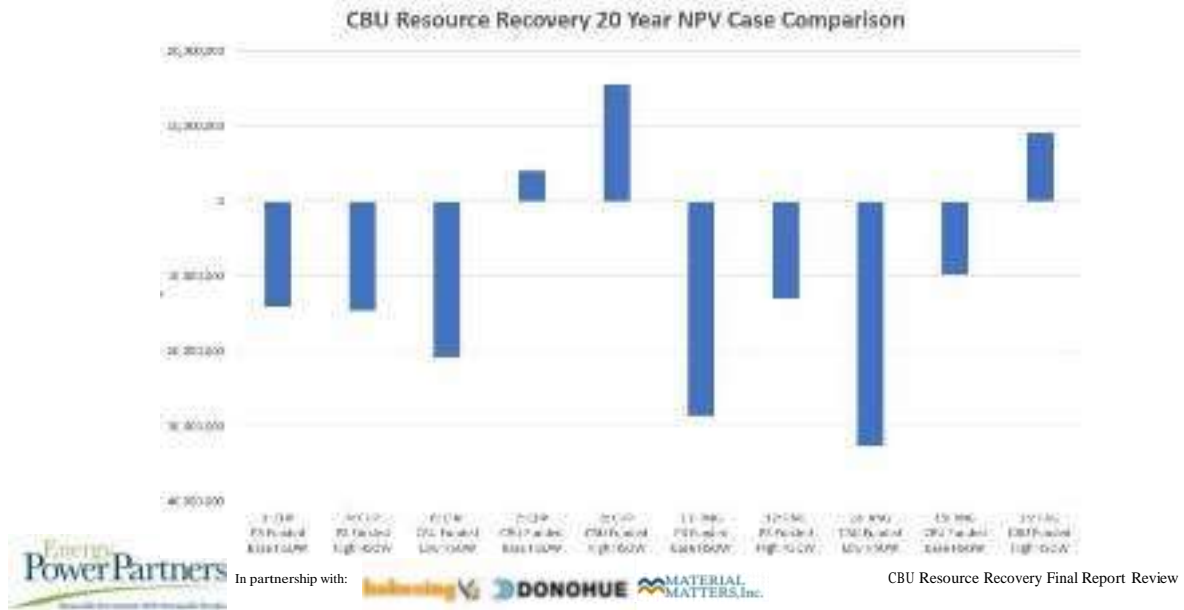
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### Financial Model – 20 Year NPV Analysis



### Financial Model – 20 Year NPV Analysis

	NPV (\$M)	HSOW Volume	Funding Source	Biogas Utilization
Case 3	-\$14.0M	Medium (Base)	Private Party P3	CHP
Case 4	-\$14.5M	High	Private Party P3	CHP
Case 6	-\$20.7M	Low	CBU Self Funded	CHP
Case 7	\$4.1M	Medium (Base)	CBU Self Funded	CHP
Case 8	\$15.5M	High	CBU Self Funded	CHP
Case 11	-\$28.5M	Medium (Base)	Private Party P3	RNG
Case 12	-\$13.0M	High	Private Party P3	RNG
Case 14	-\$32.5M	Low	CBU Self Funded	RNG
Case 15	-\$9.7M	Medium (Base)	CBU Self Funded	RNG
Case 16	\$9.1M	High	CBU Self Funded	RNG

CBU Resource Recovery Final Report Review

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## Regional Cooperation – Publicly Funded

### Potential Partners



Partnering with neighboring communities to increase scale of the project spread costs may be an advantageous avenue to explore should the project prove infeasible for any one party



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## Conclusions & Findings

- 1) Dillman Road WWTP as Preferred Location
- 2) Implementing Grit Removal and High Rate Primary Filtration at Dillman Road WWTP will Benefit CBU Existing Operations & the Resource Recovery Project
- 3) Volumes of HSOW in the Region Can Support Meaningful Tip Fee Revenue and Increased Biogas Production
- 4) Viable Biogas Use Alternatives include Combined Heat and Power (CHP) and Renewable Natural Gas (RNG) with CHP having strong economic potential
- 5) Class B Land Application is a More Sustainable and Viable Alternative than Landfilling Residual Biosolids
- 6) Recent Tax Credit Legislation Can Offset up to 50% of Eligible Project Costs
- 7) Project has the Potential to be Cost Neutral with Sufficient HSOW Volumes, Tax Credits and Environmental Credit Value Realized
- 8) The Resource Recovery Program will directly address at least ten different goals set forth in the City of Bloomington's Climate Action Plan and Sustainability Plan



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## Next Steps

- Today's April 13, 2023 Presentation to the Monroe County Solid Waste District Board
- Scheduled April 24, 2023 Presentation to the City of Bloomington Utilities Board. Public Hearing Presentation on a to-be-determined date following the CBU Presentation.
- CBU to determine next steps in the project including:
  - Further planning efforts as needed
  - Project delivery method
  - Procurement options



In partnership with:



CBU Resource Recovery Final Report Review

DATE: 5/5/2023  
 TO: MCSWMD Board of Directors  
 FROM: Holly DeWar, Controller  
 SUBJECT: Cash Flow Summary



	Beginning Balance January 1, 2023	Revenue YTD as of April 30, 2023	Expense YTD as of April 30, 2023	Balance YTD as of April 30, 2023
Operating	3,014,098.25	Updated Cash Flow Statement Not Yet Available		
Money Market Savings	1,007,203.78	7,045.37	0.00	1,014,249.15
Closure Bond Debt	160,988.60	45.27	153,185.00	7,848.87
Capital	45,492.67	64.41	0.00	45,557.08
Landfill/Post Closure	730,431.34	14,723.80	4,399.61	740,755.53

MONROE COUNTY SOLID  
WASTE MANAGEMENT  
DISTRICT

Date: 5/5/2023  
 To: MCSWMD Board of Directors  
 From: Holly DeWar, Controller  
 Subject: Money Market Savings Cash Flow

Begin Balance 1,007,203.78

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD
REVENUE													-
Interest	1,766.06	1,639.23	1,853.71	1,786.37									7,045.37
Total Revenue	-	-	-	-	-	-	-	-	-	-	-	-	7,045.37

EXPENSE													-
Total Expenses		-	-	-	-	-	-	-	-	-	-	-	-

End Balance 1,014,249.15



Date: 5/5/2023  
 To: MCSWMD Board of Directors  
 From: Holly DeWar, Controller  
 Subject: Bond Debt Cash Flow

Begin Balance 160,988.60

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD	2023 Budget	YTD Actual Less Budget	Percent Remaining
REVENUE																
Interest	44.34	0.30	0.33	0.30									45.27			
Debt Service Tax													0.00	289,450.00	-289,450.00	100.00%
Excise Tax													0.00	15,170.00	-15,170.00	100.00%
Cvet													0.00	750.00	-750.00	100.00%
Transfer IN													0.00		0.00	
Total Revenue	44.34	0.30	0.33	0.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.27	305,370.00	305,415.27	100.01%

EXPENSE																
Principal	140,000.00												140,000.00	275,000.00	-135,000.00	49.09%
Interest	13,185.00												13,185.00	30,520.00	-17,335.00	56.80%
Agency Fee													0.00	400.00	-400.00	100.00%
Transfer Out															0.00	
Total Expenses	153,185.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153,185.00	305,920.00	152,735.00	49.93%

End Balance 7,848.87

MONROE COUNTY  
SOLID WASTE  
MANAGEMENT  
DISTRICT

Date: 5/5/2023  
To: MCSWMD Board of Directors  
From: Holly DeWar, Controller  
Subject: Capital Cash Flow

Begin Balance 45,492.67

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD	Budget Less YTD	Percent Remaining
REVENUE															
Interest	15.95	15.34	17.40	15.72											
Transfer IN															
Total Revenue	15.95	15.34	17.40	15.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.41		
EXPENSE															
Improvements															
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

End Balance 45,557.08



**MONROE COUNTY  
SOLID WASTE  
MANAGEMENT  
DISTRICT**

Date: 5/5/2023  
 To: MCSWMD Board of Directors  
 From: Holly DeWar, Controller  
 Subject: Landfill Postclosure Trust Fund Cash Flow

Begin Balance: 730,431.34

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD
<b>REVENUE</b>													
Interest													0.00
Dividend	1,737.24	823.48	721.52	354.21									3,636.45
Gain on Investment	3,467.75	245.75	6,562.00	811.85									11,087.35
Transfer													
Total Revenue													14,723.80

<b>EXPENSE</b>													
Bank Fee's	304.35	306.34	305.38	308.29									1,224.36
Loss on Investment		3,065.40											3,065.40
Market Value Adjustment	109.85												109.85
Transfer													
Total Expenses													4,399.61

End Balance: 740,755.53

**MONROE COUNTY SOLID  
WASTE MANAGEMENT  
DISTRICT**

Date: May 5, 2023  
 To: MCSWMD Board of Directors  
 From: Tom McGlasson Jr., Executive Director  
 RE: Payroll & Claims Approval

The following payroll and claims payments are respectfully submitted to the MCSWMD Board of Directors for approval at the regularly schedule Board of Directors meeting on 5/11/2023

Pre-Approved Claims Week of 4/3/2023

Accounts Payable Claims Pre-Approved Under Resolution 2022-02	\$0.00
Payroll	\$0.00
Payroll Claims	\$12,375.63
Longevity	\$0.00
<b>TOTAL PRE-APPROVED CLAIMS:</b>	<u>\$12,375.63</u>

Claims Processed Week of 4/17/2023

Accounts Payable Claims Pre-Approved Under Resolution 2022-02	\$38,798.89
Payroll	\$23,480.43
Payroll Claims	\$13,813.47
Longevity	\$0.00
Claims Approved by Board Chair or Designee on 4/20/2023	\$6,877.53
<b>TOTAL</b>	<u>\$82,970.32</u>

Claims Processed Week of 5/1/2023

Accounts Payable Claims Pre-Approved Under Resolution 2022-02	\$43,121.72
Payroll	\$23,198.49
Payroll Claims	\$6,806.84
Longevity	\$0.00
Claims Approved by Board Chair or Designee on 2/24/23	\$10,803.34
<b>TOTAL</b>	<u>\$83,930.39</u>

**TOTAL PAYROLL AND CLAIMS FOR APPROVAL: \$179,276.34**

We have examined the claims summarized above and, except for claims not allowed as shown on the register of claims, such claims are hereby approved by the Board of Directors on May 11, 2023

\_\_\_\_\_  
 Geoff McKim, Chairperson

\_\_\_\_\_  
 Isabel Piedmont-Smith, Vice-Chairperson

\_\_\_\_\_  
 Penny Githens, Secretary


\_\_\_\_\_  
 Julie Thomas, Director

\_\_\_\_\_  
 Lee Jones, Director

\_\_\_\_\_  
 John Hamilton, Director

\_\_\_\_\_  
 Dan Swafford, Director

  
 \_\_\_\_\_  
 Tom McGlasson, Jr., Executive Director

  
 \_\_\_\_\_  
 Holly DeWar, Controller

10:40 AM

Monroe County Solid Waste Management Dis  
Batch 6578 thru Batch 6578

BatchNo: 6578  
Status: Open  
Source: AP

Comment:  
Date Opened: 04/13/2023

Fund	Account No/Description	Post Date	Per/Year	Operator Ven/Emp#	Ref Number Po/Rct	Description	Debits	Credits
1000	07-22.61000 Ferederal Withholdings	4/6/2023	4 / 2023	HOLLY		FIT PE: 040123	3,139.85	
1000	07-22.65000 FICA Social Security	4/6/2023	4 / 2023	HOLLY		FICA: Soc Sec PE: 040123	4,342.84	
1000	07-22.64000 FICA/Medicare Withholdings	4/6/2023	4 / 2023	HOLLY		FICA: Medi PE: 040123	1,015.73	
1000	07-22.41340 John Hancock Retirement	4/6/2023	4 / 2023	HOLLY		Emp Retirement PE: 040123	3,877.21	
<b>Batch Totals:</b>							<b>12,375.63</b>	

Claims Docket Report

Batch: 778	Claim	Vendor	Name	Description	Net Amount
	1	115	AT & T	Monthly: Bethel site phone	292.55
				Monthly: Oard site phone	266.84
	2	78	N Anderson Excavating & Lawn Care LLC	Landfill maintenance: graded discharge ditch, install rip-rap, seeded and strawed, graded roads, install eye wash station	3,850.00
	3	460	A & A Quick Pump	Port-a-potty portable toilets for all sites for December 2022	240.00
				Port-a-potty portable toilets for all sites for January 2023	240.00
				Port-a-potty portable toilets for all sites for February 2023	240.00
				Port-a-potty portable toilets for all sites for March 2023	240.00
	4	39	City of Bloomington Utilities	Monthly: Admin, RRC & HHW utilities	263.34
	5	252	Monroe County Clerk	Cause #53C06-0608-CC01568	232.61
	6	19	Duke Energy Indiana Inc	Monthly: Bethel site	786.17
				Monthly: Oard site	182.65
				Monthly: Dillman site	257.49
	7	47	Hobbs Equipment Inc	Monthly compactor rentals (S Walnut and 4 sites)	4,435.00
	8	137	Hoosier Transfer Station	Adopt-a-Road disposal	13.28
				Illegal dump disposal	43.38
	9	231	Indiana State Central Collection Unit	Remit #006812207 Case: 53C07-1108-JP-000630	132.00
	10	459	Invesco Investment Service	Bi-weekly payroll IRA for employees	29.00
	11	254	John Hancock	Employee Loan	62.78
	12	254	John Hancock	Employee Loan	62.49
	13	278	Lincoln National Life Insurance	Monthly: Employee disability (5/1/23 - 5/31/23)	661.50
	14	71	Monroe County Treasurer	Landfill: Spring and Fall Stormwater tax 53-02-24-400-001.000-017	333.38
				Landfill: Spring and Fall Stormwater tax 53-02-25-100-008.000-017	75.76
	15	145	Republic Services of Indiana	Monthly: March 2023 Hauling and MSW Disposal	24,961.77
	16	92	Smithville Communications Inc	Monthly: Ellettsville site phone	46.69
				Monthly: Dillman site phone	45.84
	17	93	South Central Indiana REMC	Landfill: Monthly electric	181.00
				Landfill: Monthly electric	61.00
				Landfill: Monthly electric	518.00
	18	112	Washington Township Water Corp	Monthly: Landfill water usage	44.37

**Claims Docket Report**

Claims Docket Report

<u>Claim</u>	<u>Vendor</u>	<u>Name</u>	<u>Description</u>	<u>Net Amount</u>
<b>Grand Total:</b>				<b>38,798.89</b>

SUMMARY

<u>Check Type</u>	<u>Manual</u>	<u>Direct</u>	<u>Deposit</u>	<u>Amount</u>	<u>Direct</u>	<u>Deposit</u>	<u>Amount</u>	<u>Check</u>	<u>Amount</u>
Regular				0.00			23,480.43		0.00
Manual				0.00			0.00		0.00
Void				0.00			0.00		0.00

MCSWMD Board of Directors Meeting Packet 5/11/2023 Page 39 of 127  
**Batch Listing Report**

2:19 PM

Batch 6582 thru Batch 6582

BatchNo: 6582  
 Status: Open  
 Source: AP

Comment:  
 Date Opened: 04/25/2023

Fund	Account No/Description	Post Date	Per/Year	Operator Ven/Emp#	Ref Number Po/Rct	Description	Debits	Credit
1000	07-22.41340 John Hancock Retirement	4/21/2023	4 / 2023	HOLLY		RETIREMENT-JOHN HANCOCK	3,434.04	
1000	07-22.62000 State Withholdings	4/21/2023	4 / 2023	HOLLY		WH-1 STATE TAX W/H	2,291.37	
1000	07-22.63000 County Withholdings	4/21/2023	4 / 2023	HOLLY		WH-1 COUNTY TAX W/H	972.06	
1000	07-22.61000 Federal Withholdings	4/21/2023	4 / 2023	HOLLY		FIT W/H	2,488.02	
1000	07-22.65000 FICA Social Security	4/21/2023	4 / 2023	HOLLY		FICA SOC SEC/ER & EE	3,783.20	
1000	07-22.64000 FICA/Medicare Withholdings	4/21/2023	4 / 2023	HOLLY		FICA MEDI/ER & EE	844.78	
<b>Batch Totals:</b>							<b>13,813.47</b>	

**MONROE COUNTY SOLID  
WASTE MANAGEMENT  
DISTRICT**

Date: April 19, 2023  
To: MCSWMD Board of Directors  
From: Tom McGlasson Jr., Executive Director  
RE: Claims for Approval

Accounts Payable Claims for Approval

\$6,877.53

**Total Accounts Payable Claims for Approval 4/19/2023**

**\$6,877.53**

**We have examined the claims summarized about and approved.**



Tom McGlasson, Jr., Executive Director



Cathy Martin, Office Manager



Claims Docket Report

Batch: 777	Claim	Vendor	Name	Description	Net Amount
	1	5	AmeriGas Propane	Propane for recycling; Hazmat fee; Fuel recovery fee	208.48
	2	6	Carmin Parker	Legal consultation - Rumpke agreement	770.00
	3	117	Cintas #2	First Aid Supplies - Oard	48.84
				Monthly: Lease for AED - Dillman	129.00
				First Aid Supplies - Dillman	38.85
				Monthly: Lease for AED - Ellettsville	129.00
				First Aid Supplies - Ellettsville	38.67
				Monthly: Lease for AED - S. Walnut RRC	129.00
				First Aid Supplies - S Walnut RRC	44.34
				First Aid Supplies - HHW	17.71
				Monthly: Lease for AED - Landfill	129.00
				Monthly: Lease for AED - Admin	129.00
				Weekly rugs and towels (RRC & HHW)	56.37
				Weekly rugs and towels (RRC & HHW)	56.37
				Weekly rugs and towels (RRC & HHW)	56.37
				Weekly rugs and towels (RRC & HHW)	56.37
				Monthly: Lease for AED - Bethel	129.00
				Monthly: Lease for AED - Oard	129.00
				Weekly rugs and towels (RRC & HHW)	56.37
	4	41	Herald Times	Advertise financial report and compost pilot notice	85.70
	5	503	Ken's Westside Service & Towing	2010 Ford F250 - Oil change, lube, driveshaft repair	2,111.11
	6	468	Liberty Tire Recycling	Tire recycling	1,460.37
	7	88	ProLift Industrial Equipment Co., Inc.	RRC: Forklift - maintenance	129.11
				RRC: Bobcat - repair and maintenance	358.80
	8	75	Regional Services Corp	Landfill: Engineering and expenses for Jan - Mar	380.70
<b>Grand Total:</b>					<b>6,877.53</b>

**Tom McGlasson**

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**From:** Isabel Piedmont-Smith <pedmoni@bloomington.in.gov>  
**Sent:** Thursday, April 20, 2023 10:18 AM  
**To:** Tom McGlasson  
**Cc:** Geoff McKim; Penny Githens (pgithens@co.monroe.in.us); Julie Thomas; John Hamilton; Lee Jones; Dan Swafford; Holly DeWar  
**Subject:** Re: Claims for Approval

As Geoff is not available, I hereby approve these claims. And I see Cathy Martin is back as office manager- awesome!  
Isabel

On Wed, Apr 19, 2023, 1:48 PM Tom McGlasson <[tmcglass@mcswmd.org](mailto:tmcglass@mcswmd.org)> wrote:

Members of the Board,

Attached for your review and approval are accounts payable claims in the amount of \$6,877.53.

Thank you,

Tom

Tom McGlasson Jr.

Executive Director

Monroe County Solid Waste Management District

3400 S. Walnut St.

Bloomington, IN 47401

812-349-2869

Claim	Vendor	Name	Description	Net Amount	
Batch: 784	1	380	Aflac	EMPLOYEE AFLAC (APRIL 2023)	179.22
	2	286	Bynum Fanyo Utilities, Inc.	LANDFILL: LEACHATE HAULING LANDFILL: LEACHATE SEEDING	7,778.00
	3	370	Comcast Business	MTHLY TELEPHONE SERVICE FOR ALL DEPTS	1,045.56
	4	135	Comcast Cable	MTHLY INTERNET & DIGITAL VOICE FOR ALL DEPTS	256.85
	5	398	Cummins	REPLACE BLOCK HEATER ON GENERATOR	2,470.18
	6	19	Duke Energy Indiana Inc	MTHLY RRC & HHW, MTHLY ADMIN BLDG, MTHLY E-VILLE SITE	1,036.69
	7	153	Ellettsville Utilities	MTHLY ELLETTSVILLE SITE	20.48
	8	239	Fleener's Landscape & Lawn Care, Inc.	MOWING AT S WALNUT - APRIL	600.00
	9	524	Global Life	LIFE INSURANCE FOR EMPLOYEES	60.24
	10	137	Hoosier Transfer Station	COMPLIANCE: ADOPT A ROAD/ILLEGAL DUMPING	12.84
				COMPLIANCE: ADOPT A ROAD/ ILLEGAL DUMPING	7.53
	11	465	IU Health Plans	MTHLY: EMPLOYEE HEALTH (5/1 - 5/31/23)	25,661.50
	12	61	K & S Rolloff, Inc	GLASS HAULING AT SITES & S WALNUT HAULING TO KITLEY, INDIANAPOLIS	1,800.00
	13	361	PPLSI	MTHLY ID THEFT FOR EMPLOYEES	900.00
	14	93	South Central Indiana REMC	MTHLY ID THEFT FOR EMPLOYEES	70.75
				LANDFILL: MTHLY ELECTRIC	53.00

**Grand Total: 41,952.84**

# Claims Docket Report

<u>Claim</u>	<u>Vendor</u>	<u>Name</u>	<u>Description</u>	<u>Net Amount</u>
Batch: 782 1	14	Breeden Cleaning Service	MONTHLY: CLEANING, ADMIN & RECYCLE	650.00
<b>Grand Total:</b>				<b>650.00</b>

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<u>Claim</u>	<u>Vendor</u>	<u>Name</u>	<u>Description</u>	<u>Net Amount</u>	
Batch: 789	1	252	Monroe County Clerk	CAUSE #53C06-0608-CC01568	232.61
	2	231	Indiana State Central Collection Unit	REMIT # 006812207 CASE: 53C07-1108-JP-000630	132.00
	3	459	Invesco Investment Service	BI-WEEKLY P/R FOR EMPLOYEES	29.00
	4	254	John Hancock	EMPLOYEE LOAN	62.49
	5	254	John Hancock	EMPLOYEE LOAN:	62.78
				<b>Grand Total:</b>	<b>518.88</b>

Pay Period Ending Date: 4/29/2023  
Effective Date: 5/3/2023

<b>Total Number of All Transactions :</b>	<b>35</b>
<b>Total Number of Pre-Notification Transactions :</b>	
<b>Total Credit Amount :</b>	<b>23,198.49</b>
<b>Total Debit Amount :</b>	<b>23,198.49</b>
<b>Total Number of Debit Transactions :</b>	<b>1</b>
<b>Total Number of Credit Transactions :</b>	<b>34</b>

BatchNo: 6592                      Comment:  
Status: Open                      Date Opened: 05/04/2023  
Source: AP

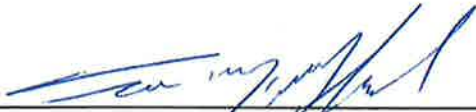
Fund	Account No/Description	Post Date	Per/Year	Operator Ven/Emp#	Ref Number Po/Rct	Description	Debits	Credits
1000	07-22.61000 Federal Withholdings	5/4/2023	5 / 2023	HOLLY		FIT 4/21/23	2,488.02	
1000	07-22.64000 FICA/Medicare Withholdings	5/4/2023	5 / 2023	HOLLY		FICA MEDI	884.78	
1000	07-22.41340 John Hancock Retirement	5/4/2023	5 / 2023	HOLLY		EMPLOYEE RETIREMENT	3,434.04	
<b>Batch Totals:</b>							<b>6,806.84</b>	

MONROE COUNTY SOLID  
WASTE MANAGEMENT  
DISTRICT

Date: May 3, 2023  
To: MCSWMD Board of Directors  
From: Holly DeWar, Controller  
RE: Claims for Approval 5/3/2023

Accounts Payable Claims for Approval	\$10,803.34
<b>Total Accounts Payable Claims for Approval 05/03/2023</b>	<b><u>\$10,803.34</u></b>

We have examined the claims summarized above and approved.



Tom McGlasson, Jr., Executive Director



Holly DeWar, Controller



Claim	Vendor	Name	Description	Net Amount	
Batch: 781	1	485	Clean Air & Water Systems	LANDFILL: COLLECTION POND LINER REPAIR	2,750.00
	2	250	Cyntox Limited Liability Co	MIXED DISPOSAL: SYRINGES	298.00
	3	502	German American - VISA	ADMIN: VERTICAL SHEET RACK - COMM OUTREACH COORD LANDFILL: 2008 FORD RUST INSPECTION COMPL: SAFETY VEST FOR ADOPT-A-ROAD ADMIN: MS SOFTWARE/LICENSE WASTE REDUC SPEC LANDFILL: EXCEDE INTERNET SRVCS RRC: 21" PUSH MOWER	1,424.09
	4	57	J & S Locksmith Inc.	SPARK PLUG	4.15
	5	62	Kleindorfer Hardware & Variety Store	SITES: BATTERIES LANDFILL: TRASH BAGS, TOILET FLAPPER, BATTERIES, KWIK KLIPS HHW: FILTERS	102.62
			ADMIN: STRAP TOGGLE, SCREWS, WASHER RRC: PICK STICK	61.49	
			LANDFILL: DRAIN ADAPTERS, EXTENSION TUBES	24.83	
			RRC: NUT & WASHER	13.56	
			COMPLIANCE: PICK STICKS	3.20	
			RRC: FENCE	75.96	
	6	417	Lambert Consulting	DISTRICT REBRANDING PROJECT - PAYMENT 2 OF 3	4,000.00
	7	281	Paulsen, Lee	REIMBURSE: ICE FOR SHIPPING LANDFILL ITEMS	37.23
	8	518	Pace Analytical	LANDFILL: BI-WEEKLY NPDES SAMPLES	294.30
			LANDFILL: NPDES PERMIT RENEWAL SVOC SAMPLES	250.00	
			LANDFILL: NPDES PERMIT RENEWAL SAMPLES	482.60	
			LANDFILL: BI-WEEKLY NPDES SAMPLES	294.30	
	9	88	ProLift Industrial Equipment Co., Inc.	RRC: BOBCAT REPAIR - STARTING ISSUE	97.20
	10	197	Quest Diagnostics	PRE-EMPLOYMENT DRUG SCREEN	23.50
	11	216	Scott's Termite & Pest Control	MONTHLY SERVICE (ADMIN & RECYCLING)	90.00
	12	226	Steve's Welding	PORT WELDING ON OPEN TOP BOX	429.32
<b>Grand Total:</b>				<b>10,803.34</b>	

**Tom McGlasson**

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**From:** Geoff McKim <gmckim@co.monroe.in.us>  
**Sent:** Friday, May 5, 2023 3:55 PM  
**To:** Holly DeWar; Penny Githens; Isabel Piedmont-Smith; Julie Thomas; hamiltoj@bloomington.in.gov; Lee Jones; danswafford@ellettsville.in.us  
**Cc:** Tom McGlasson  
**Subject:** Re: Claims for Approval

There have been no questions or concerns expressed. Claims are approved. Thank you,  
-geoff

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**From:** Holly DeWar <hdewar@mcswmd.org>  
**Date:** Wednesday, May 3, 2023 at 12:44 PM  
**To:** Geoff McKim <gmckim@co.monroe.in.us>, Penny Githens <pgithens@co.monroe.in.us>, Isabel Piedmont-Smith <piedmoni@bloomington.in.gov>, Julie Thomas <jthomas@co.monroe.in.us>, hamiltoj@bloomington.in.gov <hamiltoj@bloomington.in.gov>, Lee Jones <ljonas@co.monroe.in.us>, danswafford@ellettsville.in.us <danswafford@ellettsville.in.us>  
**Cc:** Tom McGlasson <tmcglass@mcswmd.org>  
**Subject:** Claims for Approval

Geoff and Members of the Board,

Attached for your review and approval are Accounts Payable Claims in the amount of \$10,803.34 on 05/03/2023.

Thank you,

Holly DeWar, Controller  
Monroe County Solid Waste Management District  
3400 S. Walnut St.  
Bloomington, IN 47401  
812-349-2951



## MEMORANDUM

**TO:** MCSWMD Executive Committee

**DATE:** May 5, 2023

**FROM:** Tom McGlasson Jr.

**SUBJECT:** Resolution 2023-05 Approval of Agreement between Monroe County Solid Waste Management District and Rumpke Waste and Recycling

Resolution 2023-05 is to approve the included Host Fee Agreement negotiated with Rumpke Waste and Recycling regarding a host fee to be collected for waste generated in Monroe County which is delivered to the Rumpke Monroe County Resource Recovery Facility to be transported to a permitted final disposal facility. The agreement is necessitated by a clause in the District's existing *Solid Waste Disposal Agreement* (copy included in packet) with Republic Services, which states in Section 7 that the District must seek to impose a host fee on any permitted solid waste facility that opens in Monroe County while that agreement is in effect.

Should Republic Services believe that this agreement does not satisfy the District's obligation under *Solid Waste Disposal Agreement* and/or does not adequately position the two facilities on an "even playing field", the *Solid Waste Disposal Agreement* does provide at least two paths for Republic to pursue seeking resolution:

1. Section 7 states in part: *"If not withstanding these efforts, another landfill, transfer facility, incinerator, or similar facility for the management and/or disposal of MSW is opened in Monroe County during the initial or renewal term of this Agreement, then either Party may provide the other Party with written notice of this event, and the Parties shall negotiate in good faith in an effort to reach agreement on continuing their relationship under this Agreement in light of the presence of the new MSW facility, including discussing adjusting or eliminating paragraph 5 Host Fee so that Hoosier will thereafter be operating on a level economic playing field. If the Parties are unable to reach agreement on an amendment to this Agreement within 30 (thirty) days of such written notice, then:*
  - a. *Hoosier may terminate this Agreement by providing a written 30-day (thirty day) termination notice to the District; and*
  - b. *The District may terminate this Agreement by providing a written 30-day (thirty day) termination notice to Hoosier, ....(the following relates to outstanding loan balances which are moot)"*
2. Section 8: *"Opportunity to Cure: If one Party believes the other part has failed to perform any of its obligations under this Agreement, that Party shall provide the other Party with written notice of such default within thirty (30) days of the date of the complaining Party or its agents first have knowledge of the alleged default. The Party*

*receiving such notice shall have thirty (30) days from the receipt of such notice to cure the alleged default. If the alleged default is cured within said thirty (30) day period, this Agreement shall not be terminated and shall instead remain in full force and effect for the remainder of its term. If the alleged default is not cured within such thirty (30) day period, this agreement may be terminated. If a Party does not provide written notice of any matter which it believes constitutes a failure to perform any obligation hereunder, any continuing alleged failure by the other Party to perform that obligation for such specific matter shall be waived and such matter shall not constitute a breach of this Agreement.”*

## Resolution 2023 – 05

Monroe County Solid Waste Management District  
Approval of Agreement between Monroe County Solid Waste Management District and  
Rumpke Waste and Recycling

**WHEREAS**, the Monroe County Solid Waste Management District (District) is a political subdivision and a solid waste management district under IC 13-21-3; and

**WHEREAS**, IC 13-21-3-12(a)(6) grants solid waste management districts the power to enter into contracts or agreements regarding the management of solid waste; and

**WHEREAS**, the District has an existing *Solid Waste Disposal Agreement* with Republic Services entered into on October 7, 2004; and

**WHEREAS**, said agreement requires Republic Services to pay to the District a per ton Host Fee on certain materials processed through the Hoosier Disposal transfer station located in Monroe County, Indiana to be sent to a permitted final disposal facility; and

**WHEREAS**, said agreement requires the District to seek to impose, to the extent allowed by law, the same Host Fee on any similar solid waste facility that opens in Monroe County, Indiana; and

**WHEREAS**, Rumpke Waste and Recycling has constructed and announced the planned opening of the Monroe County Resource Recovery Facility, a permitted solid waste transfer station, located in Monroe County, Indiana; and

**WHEREAS**, Rumpke Waste and Recycling and the District have agreed on terms for the same Host Fee to be applied to certain materials processed through the Monroe County Resource Recovery Facility to be sent to a permitted final disposal facility.

**NOW, THEREFORE**, the Monroe County Solid Waste Management District Board of Directors hereby resolves and approves that the document entitled *Host Fee Agreement* be duly executed by the Board Chairperson or their designee.

# Resolution 2023 – 05

Monroe County Solid Waste Management District  
Approval of Agreement between Monroe County Solid Waste Management District and  
Rumpke Waste and Recycling

So voted on this 11<sup>th</sup> day of May, 2023 by the Board of Directors of the Monroe County Solid Waste Management District.

AYE

NAY

\_\_\_\_\_  
Geoff McKim, Chairperson

\_\_\_\_\_  
Geoff McKim, Chairperson

\_\_\_\_\_  
Isabel Piedmont-Smith, Vice-Chairperson

\_\_\_\_\_  
Isabel Piedmont-Smith, Vice-Chairperson

\_\_\_\_\_  
Penny Githens, Secretary

\_\_\_\_\_  
Penny Githens, Secretary

\_\_\_\_\_  
Julie Thomas, Director

\_\_\_\_\_  
Julie Thomas, Director

\_\_\_\_\_  
John Hamilton, Director

\_\_\_\_\_  
John Hamilton, Director

\_\_\_\_\_  
Lee Jones, Director

\_\_\_\_\_  
Lee Jones, Director

\_\_\_\_\_  
Dan Swafford, Director

\_\_\_\_\_  
Dan Swafford, Director

Attest: \_\_\_\_\_ Tom McGlasson Jr., Executive Director

Resolution 2023 – 05  
Approval of Agreement between Monroe County Solid Waste Management District and  
Rumpke Waste and Recycling

## **HOST FEE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Monroe County Solid Waste Management District (hereinafter “the District”), and Rumpke Waste & Recycling Services (hereinafter referred to as “Rumpke”), and both parties collectively referred to throughout as “the Parties.” The effective date of this Agreement shall be the date upon which the Rumpke Monroe County Resource Recovery commences operations, and shall be applied retroactively if necessary.

In consideration of the mutual and reciprocal covenants, which the Parties agree is sufficient, it is agreed, as follows:

1. Term: The Initial Term of this Agreement shall commence as of the Effective Date hereof and shall continue in full force and effect until October 7, 2024 (the “Term”). Thereafter, this agreement may be extended by mutual written agreement of the Parties for four (4) additional renewal terms of five (5) years (“Renewal Term”) under the same, continuing terms and conditions except as modified, in writing and by agreement of the Parties.

2. Disposal of Monroe County Municipal Solid Waste: Immediately upon opening its Facility located at 5220 South Production Drive, Bloomington, IN 47403 (hereinafter referred to as “Transfer Facility” or “Facility”), Rumpke will accept the type of municipal solid waste and construction/demolition debris generated within Monroe County that can be legally accepted at its Transfer Facility, in conformance with its license and permits (hereinafter referred to as “MSW”). The MSW accepted at the Transfer Facility will be transported, at Rumpke’s expense, to the Medora Landfill located in Jackson County, Indiana or to such other lawfully operating facility as determined by Rumpke in its sole discretion. Rumpke warrants and guarantees it shall have and maintain sufficient disposal capacity to accommodate MSW generated within Monroe County, Indiana as required under this Agreement for a period from the Effective Date of this Agreement

until the expiration of the Term of this Agreement, and any subsequent Renewal Term mutually agreed and entered into by the Parties. Rumpke shall also accept at the facility certain designated recyclable materials, whether co-mingled, single-stream or segregated, which have been separated from MSW by the generator prior to collection (“Source-Separated Recyclables”) For the avoidance of doubt, Source-Separated Recyclables shall not be considered to be MSW.

3. Fees and Rates:

- a. Rates for disposal by users of the Facility to be charged by Rumpke, will be determined by adding the Disposal Fee (to be determined by Rumpke in its discretion, subject to the terms of this Agreement) and the Host Fee, as defined below, to establish the “Disposal Rate” Disposal Rates need not be the same for all users of the Facility, at Rumpke’s discretion. During the first year of this Agreement, the Disposal Rate shall not exceed Fifty-Nine Dollars and Ninety-Four Cents (\$59.94) per ton of MSW generated within Monroe County, which is the total of the Disposal Fee in an amount not to exceed the amount of Fifty-Seven Dollars and Nineteen Cents (\$57.19) and the Host Fee in the amount of Two Dollars and Seventy-Five Cents (\$2.75).
- b. The Disposal Fee may be adjusted annually on the anniversary date this Agreement, in Rumpke’s sole discretion, by an amount equal to the percentage difference in the Consumer Price Index (“CPI”) on each anniversary date compared to the CPI in effect one year earlier, or as necessary to offset actual additional operating, equipment, labor or disposal costs to the extent in excess of CPI and reasonably demonstrated by Rumpke to the District. The CPI to be used to adjust the Disposal Fee under this Agreement will be CPI (Midwest) for all Urban Consumers (CPI-U)



(1982-84=100Base) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

- c. Subject to the provisions of this paragraph, the Disposal Fee may be further adjusted in a percentage directly attributable to: (i) increase in Fees or Taxes (as defined in paragraph 14 below); occurring after the Effective Date and that increase Rumpke's cost due to required compliance with the same. *Provided, however,* prior to imposing an increase under this subparagraph 3c, Rumpke shall provide written substantiation to the District regarding the increased costs directly attributable to Fees and Taxes or increased expenses attributable to changes, updates or required application of Environmental Laws. If the amount of any annual increase in the Disposal Fee, resulting solely under this Paragraph 3 exceeds ten percent (10%) in a single year, the District may, at its election, provide written notice to Rumpke of its objection to such change in the Disposal Fee and the Parties shall negotiate in good faith in an effort to arrive at an agreement on an adjustment to the Disposal Fee under this subparagraph 3c. If the Parties are unable to agree on an adjusted Disposal Fee, then in such event, either party may terminate this Agreement by providing the other party with a minimum written notice of thirty (30) days.
- d. The Host Fee may be adjusted, in the District's sole discretion, annually on each anniversary date of this Agreement, subject to the same terms, conditions and limitations of subparagraph 3.b and 3.c, above, as applicable to the District; *provided, however,* the Host Fee shall not increase on an annual basis by a percentage greater than the increase of the Disposal Fee in the same year.

- e. Rumpke will not charge a Host Fee for disposal of MSW collected through the District's "orange bag" program or a subsequent program which replaces this District program of like or similar nature.
  - f. Rumpke and the District share concern for private small volume generators (defined as non-commercial enterprises or haulers who dispose of one-half (1/2) ton or less of MSW or construction/demolition debris, per load, to the Transfer Facility). As such, Rumpke shall establish a minimum load charge not to exceed Fifty-Nine Dollars and Ninety Four Cents (\$59.94) per load during the first year of this Agreement. Rumpke agrees to work in good faith to keep this "minimum" charge at Fifty-Nine Dollars and Ninety Four Cents (\$59.94) beyond this first year of this Agreement but retains the right to increase said charge in accordance with the provision in subparagraphs 3.b and 3.c above.
  - g. Rumpke will not charge a Disposal Fee for the first fifty (50) tons per year of MSW generated from the District's Adopt-A-Road, neighborhood clean-up and correctional institution programs, but may collect any applicable governmental fees or surcharges.
4. Host Fee: As referenced in subparagraph 3.a above, on the Effective Date, Rumpke shall pay the District a fee of Two Dollars and seventy-five cents (\$2.75) per ton of MSW accepted at its Transfer Facility (the "Host Fee"). Rumpke shall also pay the Host Fee on any tonnage of MSW that is generated within Monroe County that Rumpke hauls, or causes to be hauled, from Monroe County to any other facility. Notwithstanding the foregoing, Special Wastes (as defined by applicable law), contaminated soils or construction and demolition debris which are derived from dedicated remediation, construction, and demolition projects, and are collected and

transported out of Monroe County without passing through the Facility, shall not be subject to the Host Fee. The District shall not be restricted as to the use of the Host Fee. The Host Fee will be paid on a monthly basis, in arrears, and will be calculated by the total tonnage generated from within Monroe County and received at the Transfer Facility and as submitted to the Indianan Department of Environmental Management (IDEM) on the required Quarterly Tonnage Report (or any replacement report) and as reported in any other reports at any other facility that state the total tonnage of MSW generated within Monroe County that Rumpke hauled, or caused to be hauled, directly out of Monroe County; all as submitted to IDEM and provided to the District. The District has the right of reasonable inquiry regarding examination of the records used to calculate payment of the Host Fee and Rumpke shall cooperate with reasonable requests for documentary evidence of the Host Fee Determination. Notwithstanding the above, however:

- a. The Host Fee is not applicable to loads of MSW delivered to the Transfer Facility that contains a *de minimis* amount of MSW generated within Monroe County. For purposes of this Agreement a *de minimis* amount is defined as ten percent (10%) or less in a load.
- b. The Host Fee is not applicable to MSW delivered to the Transfer Facility by the City of Bloomington.
- c. Rumpke and the District may mutually agree, on a case-by-case basis, that certain, specific non-profit organizations are exempt from the Host Fee on a project-by-project basis. (For example, Rumpke and the District may agree that construction/demolition debris from a Habitat for Humanity project may be exempt from the Host Fee).

5. Other Facilities: To the extent allowed by law, the District will seek to impose a host fee on all competing solid waste facilities operating within Monroe County, Indiana during the initial or renewal term of this Agreement equal to the Host Fee payable hereunder. If, notwithstanding these efforts, another landfill, transfer facility, incinerator, or similar facility for the management and/or disposal of MSW operates in Monroe County, Indiana during the initial or renewal term of this Agreement without paying a Host fee equal to the Host Fee payable hereunder, then either Party may provide the other Party with written notice of this event, and the Parties shall negotiate in good faith in an effort to reach agreement on continuing their relationship under this Agreement in light of the presence of the competing MSW facility, including discussing adjusting or eliminating paragraph 4 Host Fee. If the Parties are unable to reach an agreement on an amendment to this agreement within thirty (30) days of such written notice, then either party may terminate this Agreement by providing the other Party with a minimum written notice of thirty (30).

6. Notice and Opportunity to Cure: Upon an event of default, the non-breaching party shall provide notice to the breaching party, describing the default with reasonable particularity, who shall have a period of thirty (30) days from the date of such notice to cure the default. If the default is cured within said thirty-day (30-day) period, this Agreement shall not be terminated. If the default is not cured or otherwise resolved by agreement of the Parties within such thirty-day (30-day) period, this Agreement may be terminated by the non-breaching party, in its sole discretion.

7. Costs of Collection and Attorney's Fees: Upon a breach of this Agreement, the non-breaching party shall be entitled to recover its reasonable expenses incurred in enforcing its

rights under this Agreement, which sum shall include without limitation, reasonable attorney and expert witness fees, in addition to other damages and relief arising from the breach.

8. Force Majeure: The performance of this Agreement, except for the payment of the paragraph 3 fees already due and owing, may be suspended by either Party in the event that performance by a Party is prevented by a cause or causes beyond the reasonable control of such Party. Such causes shall include, without limitation, acts of God, acts of war, riot, fire, explosion or flood; governmental laws, regulations, requirements, orders or actions; pandemic, and injunctions or restraining orders. The Party whose performance is affected by such an event shall promptly notify the other Party, in writing, of the nature of the event, the expected duration of delay, and the actions taken and to be taken to mitigate the consequences of such event.

9. Dissolution of District: If the District is legally dissolved or discontinued, this Agreement will automatically be assigned to the District's successor. If no successor is designated and no successor assumes the duties of the District, this Agreement shall terminate upon the date of such dissolution or discontinuation.

10. Amendment: This Agreement may be amended only by written instrument executed by the Parties in the same form and manner as the execution of this Agreement.

11. Choice of Law and Venue: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Indiana including Indiana's choice of law provisions. If a dispute arises out of this Agreement, such dispute shall be heard by a court sitting in Monroe County, Indiana.

12. Notice: If a notice is required to be provided under this Agreement, it shall be provided in writing and sent via certified mail, return receipt requested, or via a recognized national overnight delivery service, or delivered by personal service, to the following:

The District:

Monroe County Solid Waste Management District  
Attention: Director  
3400 South Walnut Street  
Bloomington, IN 47401

Rumpke:

Rumpke of Indiana, LL  
3990 Generation Drive,  
Cincinnati, Ohio 45251  
Attn: General Counsel

Each Party shall provide the other Party with any change in the address set forth above.

13. Additional Definitions: In addition to terms defined elsewhere in this Agreement, the following terms used herein shall also have the following meanings:

a. “Fees and Taxes” shall mean any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges imposed by law, ordinance, rule, regulation, and/or agreement with a governmental authority, whether imposed retroactively or prospectively, upon the operation of the Transfer Facility or upon the operation of any other facility to which the MSW is sent.

b. “Environmental Laws” shall mean all applicable laws, directive, rules, ordinances, codes, guidelines, regulations, governmental, administrative, or judicial orders or decrees of other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation

or protection of human health or the environment (including ambient air, surface water, groundwater, land, or subsurface strata) and relating to the handling, treatment, transportation, or disposal of MSW or other substances or materials (whether hazardous or non-hazardous), including, without limitation, any matters related to a release and/or threatened release of any MSW or other substances or materials.

14. If Rumpke is (a) adjudged bankrupt, (b) makes a general assignment for the benefit of creditors, or (c) has a receiver appointed on account of its insolvency, the District may, without prejudice to any other right or remedy, provide Rumpke a thirty (30) day written notice pursuant to paragraph 6 above, and if Rumpke does not cure as provided in paragraph 6, the District may terminate this Agreement, at its election.

15. Rumpke warrants that it shall at all times comply with all applicable laws and regulations in the performance of its obligations hereunder, shall maintain its licensing, permits and other regulatory approvals. If it fails to do so after written notice given under paragraph 6, then the District may terminate the Agreement at its election.

16. Rumpke agrees to indemnify and hold harmless the District and their agents, employees, directors, attorneys, affiliates, successors and assigns from any and all losses, liabilities, damages, costs and expenses (including without limitation attorney's and expert fees) incurred by the District to the extent proximately resulting from the breach of this Agreement by, or negligent or otherwise tortious misconduct of, Rumpke, its employees agents or servants.

17. At all times during this Agreement, Rumpke shall provide and maintain insurance coverage in the types and amounts consistent with and required by law for its operations.

18. Miscellaneous: This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all representations or

warranties, whether oral or written, by a representative of either Party hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and any respective subsidiaries, successors and assigns. The District may only assign its rights or obligations under this Agreement with the prior written consent of Rumpke, which consent shall not be unreasonably withheld. Rumpke may assign this Agreement to a corporate affiliate, successor or non-affiliated third Party with the District's consent, which consent shall not be unreasonably withheld. Rumpke may subcontract any obligations under this Agreement to another entity without the District's consent so long as the assignee performs in compliance with all terms and conditions hereunder. Except as otherwise provided in this Agreement, no waiver shall be effective unless it is in writing and signed by the Party asserting to have granted the waiver. The provisions of this Agreement are independent and severable from each other and no provision may be affected or rendered invalid or unenforceable by virtue of the fact that any other provision may be invalid or unenforceable in whole or in part.

So agreed by the Parties and the Effective Date shall be the last date of signature below.

Rumpke Waste & Recycling Services

Monroe County Solid Waste Management District

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTED:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



Prepared by:  
Angela F. Parker  
CarminParker, PC  
116 West 6<sup>th</sup> Street, Suite 200  
Bloomington, IN 47404  
Telephone: 812-332-6556

433902 / 6266-70

**SOLID WASTE DISPOSAL AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Monroe County Solid Waste Management District by and through the Monroe County Solid Waste Management District Board (hereafter, "District"), and Republic Services of Indiana, a Limited Partnership d/b/a Hoosier Disposal & Recycling (hereafter, "Hoosier"). The Effective Date of this Agreement is the later date that appears below the signatures at the end of this document.

**Background and Recitals**

The District performs various solid waste management functions in Monroe County, Indiana, including the management and closure of a solid waste landfill known as the Monroe County Landfill (hereafter, the "District's Landfill"). On March 31, 2004, the District issued a Request for Proposal ("RFP") seeking proposals from qualified applicants with respect to the closure of the District's Landfill and the provision of long-term services related to the collection and proper disposal of municipal solid waste generated within Monroe County, Indiana. After reviewing responses to its RFP, the District decided to select Hoosier to perform the services described in this Agreement.

In addition, the District has been cited by the Indiana Department of Environmental Management ("IDEM") for various issues related to the District's Landfill. Among other things, this Agreement will provide the District with resources to address the issues raised by IDEM and to properly close the Landfill as required by law.

The purposes of this present Agreement are, among other things, to set forth the services Hoosier will provide to the District for the management and disposal of MSW (as hereinafter defined) generated within Monroe County; to establish the fees to be paid Hoosier for those services; to provide resources to assist in the closure of the District's Landfill; and related matters.

Covenants

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in consideration of the acts to be performed pursuant hereto, the Parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence as of the Effective Date hereof, and shall continue in full force and effect for a period of twenty (20) years. Thereafter, this Agreement may be extended by mutual written agreement of the Parties for four additional renewal terms of five years each. The Parties may only terminate this Agreement prior to the expiration of the initial or any renewal term as provided in paragraph 8 below or as otherwise provided in this Agreement.

2. Landfill Closure: The District suspended operation of the District's Landfill on July 31, 2004. During the term of this Agreement (including any renewals), the District shall not: (i) allow solid waste or other material to be disposed at the District's Landfill; or (ii) open, own or operate any other landfill, transfer facility, incinerator, or similar facility for the management and/or disposal of municipal solid waste within Monroe County. *Provided, however,* pursuant to its statutory mission, the District is in no way restricted or prohibited from establishing programs with regard to recycling or other similar programs whose purpose is to reduce the amount of solid waste generated in Monroe County. Notwithstanding any terms of this paragraph 2 to the contrary, the District shall be allowed:

- a. To accept municipal solid waste, cover material, or municipal sludge from the City of Bloomington at the District's Landfill as necessary to bring the Landfill to final IDEM-approved grade, and to establish and maintain needed final cover during the closure and post-closure period. If the City of Bloomington is unable to meet the District's needs to achieve final grade or to establish and maintain

final cover, Hoosier shall work with other haulers in an effort to assist the District achieve its needs; and,

- b. To operate a composting facility to develop and manage compostable material at District-owned property adjacent to property currently permitted to accept municipal solid waste and construction/demolition debris as indicated by the District's Waste Boundary Survey.

3. Disposal of Monroe County Municipal Solid Waste: Hoosier will accept at its Solid Waste Transfer Facility currently located at 6660 State Road 37 South in Bloomington, Indiana (hereafter, "Transfer Facility") the types of municipal solid waste and constructional/demolition debris generated within Monroe County that can legally be accepted at the Transfer Facility in accordance with that Facility's licenses and permits (hereafter collectively called "MSW"). The MSW accepted at Hoosier's Transfer Facility will thereafter be sent to the Sycamore Ridge Landfill located near Terre Haute, Indiana, which is owned and operated by an affiliate of Hoosier (hereafter, the "Sycamore Ridge Landfill"), or to such other suitable facility selected by Hoosier in its sole discretion. Hoosier guarantees twenty (20) years of disposal capacity, starting with the Effective Date of this Agreement, for MSW generated within Monroe County, Indiana.

4. Fee for Receipt of MSW:

- a. Hoosier agrees that the fee it will charge for receipt of MSW at its Transfer Facility (the "Gate Rate") during the first year of this Agreement shall not exceed \$38 (thirty-eight) per ton of MSW. The Gate Rate is defined as the sum of the Disposal Fee and the Host Fee which shall not exceed \$35.50 and \$2.50, respectively, in the first year of this Agreement. The Disposal Fee and the Host Fee may be adjusted as provided below.

- b. The Disposal Fee may be adjusted, in Hoosier's sole discretion, annually on each anniversary date of this Agreement, by an amount equal to the percentage difference in the Consumer Price Index ("CPI") on each anniversary date compared to the CPI in effect one year earlier. The CPI to be used to adjust the Disposal Fee under this Agreement will be the CPI (Midwest) for All Urban Consumers (CPI-U)(1982-84=100Base) as published by the U.S. Department of Labor, Bureau of Labor Statistics. *Provided, however,* that the amount of any increase in the Disposal Fee based solely on CPI under this subparagraph 4.b shall not exceed 12% (twelve percent) in any given three (3) year period of time during the term of this Agreement.
- c. In addition, the Disposal Fee may also be increased, in Hoosier's sole discretion, on account of: (i) any increase in Fees or Taxes (as defined in paragraph 16 below) after the Effective Date; and (ii) any increased operational costs or expenses incurred by Hoosier after the Effective Date resulting from the adoption or change (including a change in interpretation or enforcement) of any Environmental Laws (as defined in paragraph 16 below), whether imposed retroactively or prospectively. *Provided, however,* before Hoosier may increase the Disposal Fee pursuant to this subparagraph 4.c, Hoosier shall provide written information to the District justifying that said increases in the aforementioned Fees and Taxes are specific to the solid waste industry and not increases that are otherwise provided for under the terms and provisions of subparagraph 4.b above. *Provided further, however,* if the amount of any annual increase in the Disposal Fee solely for the reasons described under this subparagraph 4.c exceeds 10% (ten percent) in any given year, either Party shall have the right to provide written

notice to the other Party of its concerns with any such change in the Disposal Fee, and the Parties shall negotiate in good faith in an effort to arrive at an agreement on an adjustment to the Disposal Fee under this subparagraph 4.c. If the Parties are unable to come to an agreement on an adjusted Disposal Fee under this subparagraph 4.c:

- i. Hoosier may terminate this Agreement by providing a written 30-day (thirty day) termination notice to the District; and
  - ii. The District may terminate this Agreement by providing a written 30-day (thirty day) termination notice to Hoosier; *provided, however,* that the District shall not be entitled to terminate this Agreement under this subparagraph 4.c unless the amount of any loan pursuant to paragraph 6 below that may then be outstanding to Hoosier, plus interest, is either paid in full prior to the termination, or the District agrees to repay the remaining portion of any loan, plus interest, in equal monthly payments over the remaining term of the Loan Agreement.
- d. The Host Fee may be adjusted, in the District's sole discretion, annually on each anniversary date of this Agreement, under the same terms, conditions, and limitations of subparagraphs 4.b and 4.c. above; *provided, however,* the Host Fee shall not increase by any percentage greater than the increase of the Disposal Fee in the same year.
- e. Hoosier agrees that the District will not be charged a Host Fee for what is now commonly referred to as the District's "orange bag" program or for any subsequent program which replaces this District program.

- f. Hoosier understands the District's concern for private small volume generators (defined as non-commercial enterprises or haulers who bring in one-half ton or less of MSW or construction/demolition debris, per load, to the Transfer Facility) and, in good faith, shall charge such haulers no more than \$20.00 (twenty dollars) per load during the first year of this Agreement. Hoosier agrees to work in good faith to keep this "minimum" charge at \$20.00 beyond this first year of this Agreement but retains the right to increase said charge pursuant to the provisions in subparagraphs 4.b and 4.c above.
- g. Hoosier will agree not to charge a Gate Rate for the first 50 (fifty) tons per year of MSW generated from the District's Adopt-A-Road, neighborhood clean-up, and correctional institutions programs.

5. Fee Paid to District: As referenced in subparagraph 4.a above, starting September 1, 2004, Hoosier shall pay the District a fee of \$2.50 per ton of MSW accepted at its Transfer Facility (the "Host Fee"). Hoosier shall also pay the Host Fee on any tonnage of MSW that is generated within Monroe County that Hoosier hauls, or causes to be hauled, from Monroe County to any other facility. The District shall not be restricted in any way as to the use of the Host Fee. Subject to the provisions in paragraph 6 below, this Host Fee will be paid on a monthly basis, and will be calculated using the tonnage that was generated from within Monroe County and received at the Transfer Facility as reported on Hoosier's "Solid Waste Processing Facility Quarterly Report" (or any replacement report) and as reported in any other reports at any other facility that indicate tonnage of MSW that was generated within Monroe County that Hoosier hauled, or caused to be hauled, directly out of Monroe County, all as submitted to IDEM.     

- a. This Host Fee does not apply to any load of MSW delivered to the Transfer Facility that contains a *de minimis* amount of MSW generated within Monroe

County. For purposes of this Agreement a *de minimis* amount is defined as 10% or less.

- b. This Host Fee also does not apply to any MSW delivered to the Transfer Facility by the City of Bloomington.
- c. Hoosier and the District may mutually agree, on a case-by-case basis, that certain non-profit organizations are exempt from the Host Fee on a project-by-project basis. (For example, Hoosier and the District may agree that construction/demolition debris from a Habitat-for-Humanity project may be exempt from the Host Fee.)

6. Loan Agreement: Hoosier agrees to loan the District funds under the conditions set forth in this paragraph 6:

- a. At the request of the District, and only upon the terms and conditions set forth in this subparagraph 6.a, Hoosier will purchase up to \$3.0 Million dollars of revenue bonds issued by the District pursuant to the terms of the Loan Agreement, a draft of which is set forth in Attachment A attached hereto and incorporated by reference herein. The Parties agree to execute a final loan agreement in substantial conformity to Attachment A within 30 days of the Effective Date of this Agreement. In the event that the Parties are unable to reach an agreement as to the terms and conditions of the aforementioned Loan Agreement, this Agreement is null and void. Hoosier agrees to purchase up to a total of Three Million Dollars (\$3,000,000) of these revenue bonds up to and including three years from the Effective Date of this Agreement. After that date, Hoosier may, but shall have no obligation to, purchase any revenue bonds issued by the District. The proceeds from the issuance of these revenue bonds are referred to herein as



the “bond proceeds.” Any bond proceeds shall only be used by the District to pay all or a portion of the costs of those activities set forth in, and only in accordance with, this Agreement.

b. The District shall not be able to request that Hoosier purchase any revenue bond(s) hereunder unless the District first complies with the conditions precedent set forth in this subparagraph 6.b:

i. The District shall liquidate all assets not needed for the closure and post-closure of its Landfill and for general operational functions of the District unrelated to the Landfill, and apply the net proceeds from that liquidation to reduce the District’s debt.

ii. The District has a fund of money that is earmarked to perform closure and post-closure tasks at the District’s Landfill. To the extent allowed by IDEM, the District shall exhaust all of the money in this fund to pay for Landfill closure and post-closure tasks before it can make any request that Hoosier purchase revenue bonds hereunder.

c. The District shall use the bond proceeds only for the specific purposes set forth in this subparagraph 6.c:

i. The District may use the bond proceeds to retire debt.

ii. The District may use the bond proceeds to fund activities necessary for the closure and post-closure of the District’s Landfill, including operational and employee payroll expenses necessary to perform, and incurred as part of, the closure and post-closure process.

iii. The District may use the bond proceeds to fund activities necessary to address issues identified by IDEM relating to the District’s Landfill.

- d. The revenue bonds shall be repaid as described in this subparagraph 6.d and in Attachment A:
- i. The revenue bonds shall bear compound interest at a rate of six (6) percent per year, *compounded annually*.
  - ii. The amount of any bond principal and interest thereon owed to Hoosier by the District shall be calculated on a monthly basis. The amount of Host Fee to be paid to the District by Hoosier shall also be calculated on a monthly basis.
  - iii. If the District does not request that Hoosier purchase any revenue bonds under this paragraph 6, then Hoosier shall pay the District the entire Host Fee owed under paragraph 5 each month during the term of this Agreement. If the District does request that Hoosier purchase revenue bond(s) under this paragraph 6, and Hoosier purchases such bond(s), then the Parties will amortize the amount of that debt over a 20-year (twenty-year) period, and establish equal monthly installments of principal and interest that the District will owe Hoosier (hereafter called the District's "monthly installment"). The total Host Fee owed in any given month shall first go towards paying the monthly installment owed to Hoosier. If the total Host Fee for that month exceeds the monthly installment, the excess will be paid to the District. If the total Host Fee for that month is less than the monthly installment, the shortfall shall be carried forward and either paid out of subsequent month's or months' Host Fee. Any remaining shortfall will be paid within 30 (thirty) days of the end of the 20-year (twenty-year) amortization schedule.

- iv. If the District requests that Hoosier purchase revenue bonds at different times during the 3 (three) year window set forth in subparagraph 6.a. above, then the total amount of the District's debt shall be recalculated upon each subsequent bond purchase, and a new twenty-year (20-year) amortization schedule will be created, setting forth the new monthly installments the District will owe Hoosier. This total debt will be paid in the same manner as described in subparagraph 6.d.iii above.
- v. Any principal of and interest on the bond(s) owed by the District to Hoosier at the end of the initial or subsequent 20-year (twenty-year) amortization schedule shall be paid in full within thirty (30) days of the end of that 20-year (twenty-year) term.
- e. If the District ceases to exist, Hoosier shall, in addition to any other remedies it may have hereunder or at law, and in its sole discretion, be entitled to pay itself the Host Fees to further reduce any outstanding principal of and interest on the bond(s) until Hoosier is paid in full.
- f. If this Agreement is terminated as provided herein, and any principal of and interest on any revenue bond(s) are still due and owing to Hoosier, then the total amount of any bond principal and interest shall be due and payable within thirty (30) days of such termination. If the total amount of any bond principal and interest is not paid within thirty (30) days, Hoosier shall be entitled to be paid up to fifty percent (50%) of any host fee or other similar fee of any kind whatsoever, that may thereafter be paid to the District from any owner or operator of any facility for the management, transportation, transfer, and/or disposal of MSW

generated in Monroe County, until the principal of and interest on any revenue bond(s) are paid in full.

7. Other Facilities: Hoosier and the District agree that they, their successors, assigns, principals and/or subsidiaries, will not own, open, operate, encourage, support or otherwise establish the opening or operating of another landfill, transfer facility, incinerator, or similar facility for the management and/or disposal of MSW in Monroe County during the initial or renewal term of this Agreement. *Provided, however*, that the parties, by mutual consent, may agree to waive this provision on a case-by-case basis. *Provided further*, to the extent allowed by law, the District will seek to impose a host fee of \$2.50 on any facility described earlier in this paragraph 7 that opens within Monroe County during the initial or renewal term of this Agreement.

If, notwithstanding these efforts, another landfill, transfer facility, incinerator, or similar facility for the management and/or disposal of MSW is opened in Monroe County during the initial or renewal term of this Agreement, then either Party may provide the other Party with written notice of this event, and the Parties shall negotiate in good faith in an effort to reach agreement on continuing their relationship under this Agreement in light of the presence of the new MSW facility, including discussing adjusting or eliminating the paragraph 5 Host Fee so Hoosier will thereafter be operating on a level economic playing field.. If the Parties are unable to reach agreement on an amendment to this Agreement within 30 (thirty) days of such written notice, then:

- a. Hoosier may terminate this Agreement by providing a written 30-day (thirty day) termination notice to the District; and
- b. The District may terminate this Agreement by providing a written 30-day (thirty day) termination notice to Hoosier; *provided, however*, that the District shall not

be entitled to terminate this Agreement under this paragraph 7 unless the amount of any loan pursuant to paragraph 6 above that may then be outstanding to Hoosier, plus interest, is either paid in full prior to the termination, or the District agrees to repay the remaining portion of any loan, plus interest, in equal monthly payments over the remaining term of the Loan Agreement.

8. Opportunity to Cure: If one Party believes the other Party has failed to perform any of its obligations under this Agreement, that Party shall provide the other Party with written notice of such default within thirty (30) days of the date the complaining Party or its agents first have knowledge of the alleged default. The Party receiving such a notice shall have thirty (30) days from receipt of such notice to cure the alleged default. If the alleged default is cured within said 30 day period, this Agreement shall not be terminated and shall instead remain in full force and effect for the remainder of its term. If the alleged default is not cured within such 30 day period, this Agreement may be terminated. If a Party does not provide written notice of any matter which it believes constitutes a failure to perform any obligation hereunder, any continuing alleged failure by the other Party to perform that obligation for such specific matter shall be waived and such matter shall not constitute a breach of this Agreement.

9. Costs of Collection and Attorney's Fees: If a Party commences litigation against the other Party to compel performance of the other Party's obligations under this Agreement, then the prevailing Party in the litigation shall be entitled to recover its reasonable expenses incurred in making its claim and prosecuting such litigation, including without limitation attorneys' and expert witness fees, in addition to any other appropriate relief.

10. Force Majeure: The performance of this Agreement, except for the payment of the paragraph 4 fees already due, may be suspended by either Party in the event that performance by a Party is prevented by a cause or causes beyond the reasonable control of such Party. Such

causes shall include, without limitation, acts of God, acts of war, riot, fire, explosion, or flood; governmental laws, regulations, requirements, orders or actions; and injunctions or restraining orders. The Party whose performance is affected by such an event shall promptly notify the other Party, in writing, of the nature of the event, the expected duration of delay, and the actions taken and to be taken to mitigate the consequences of such event.

11. Dissolution of District: If the District is dissolved by an act of the Indiana General Assembly, this Agreement will automatically be assigned to the District's successor as defined by any such legislation. If no successor is designated by such legislation, and no successor assumes the duties of the District, the District shall be deemed to be in breach of this Agreement and Hoosier shall have the right to pursue any and all remedies it then has under this Agreement and/or at law including, without limitation, those remedies set forth in this Agreement.

12. Volume Accepted at Transfer Facility: If the volume of MSW accepted at the Transfer Facility in any given calendar year is less than 100,000 tons per year, the District shall be entitled to provide a written notice to Hoosier, and the Parties shall negotiate in good faith in an effort to reach agreement on continuing their relationship under this Agreement. If no such agreement is reached, the District shall have the right to terminate this Agreement under this paragraph 12; *provided, however*, that the District shall not be entitled to terminate this Agreement under this paragraph 12 unless the amount of any loan pursuant to paragraph 6 above that may then be outstanding to Hoosier, plus interest, is either paid in full prior to the termination or the District agrees to repay the remaining portion of any loan, plus interest, in equal monthly payments over the remaining term of the Loan Agreement.

13. Amendment: This Agreement may be amended only by written instrument executed by the Parties in the same form and manner as the execution of this Agreement.

14. Choice of Law: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Indiana including Indiana's choice of laws provisions.

15. Notice: If a notice is required to be provided under this Agreement, it shall be provided in writing and sent via certified mail, return receipt requested, or via a recognized national overnight delivery service, to the following:

As to the District:

Monroe County Solid Waste Management District  
Attn: Director  
3400 South Walnut Street  
Bloomington, IN 47401

As to Hoosier:

Hoosier Disposal & Recycling  
Attn: General Manager  
6660 S. SR 37  
Bloomington, IN 47403

Republic Services  
Attn: Regional Vice President  
832 Langsdale Avenue  
Indianapolis, IN 46202

Each Party shall provide the other Party with any change in the address set forth above.

16. Additional Definitions: In addition to terms defined elsewhere in this Agreement, the following terms used herein shall also have the following meanings:

- a. "Fees or Taxes" shall mean any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges imposed by law, ordinance, rule, regulation, and/or agreement with a governmental authority, whether imposed retroactively or prospectively, upon the operation of the Transfer Facility or upon the operation of any other facility to which the MSW is sent.
- b. "Environmental Laws" shall mean all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative, or

judicial orders or decrees of other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health or the environment (including ambient air, surface water, groundwater, land, or subsurface strata) and relating to the handling, treatment, transportation, or disposal of MSW or other substances or materials (whether hazardous or non-hazardous), including, without limitation, any matters related to a release and/or threatened release of any MSW or other substances or materials

17. If Hoosier is (a) adjudged bankrupt, (b) makes a general assignment for the benefit of creditors, or (c) has a receiver appointed on account of its insolvency, the District may, without prejudice to any other right or remedy, give Hoosier thirty (30) days written notice pursuant to paragraph 8 above, and if Hoosier does not cure as provided in paragraph 8, terminate this Agreement.

18. Hoosier warrants that it shall comply with all applicable laws and regulations in the performance of its obligations hereunder.

19. Hoosier agrees to indemnify and hold harmless the District and their agents, employees, directors, attorneys, affiliates, successors and assigns from any and all losses, liabilities, damages, costs and expenses (including without limitation attorney's and expert fees) incurred by the District arising out of or related to (a) the breach of Hoosier's warranty in paragraph 18; or (b) Hoosier's operation of its Transfer Facility or transportation of MSW in connection with this Agreement.

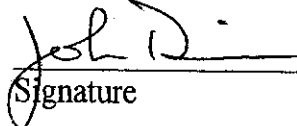
20. Hoosier shall provide insurance coverage in the types and amounts set forth in its response to the District's RFP and/or otherwise required by law.



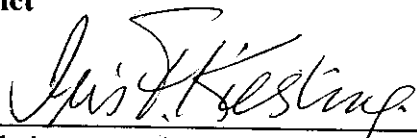
21. Hoosier, its principal, subsidiaries or other related organizations, agree to assist the District in its current and ongoing negotiations with IDEM regarding the closure, post-closure and compliance actions at the District Landfill in an effort to keep the costs of such closure, post-closure and compliance actions as low as possible.

22. Miscellaneous: This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all representations or warranties, whether oral or written, by any representative of either Party hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and any respective subsidiaries, successors and assigns. The District may only assign its rights or obligations under this Agreement with the prior written consent of Hoosier, which consent shall not be unreasonably withheld. Hoosier may assign this Agreement to a corporate affiliate, successor or non-affiliated third Party with the District's consent, which consent shall not be unreasonably withheld. Hoosier may subcontract any obligations under this Agreement to another entity without the District's consent. Except as otherwise provided in this Agreement, no waiver shall be effective unless it is in writing and signed by the Party asserting to have granted the waiver. The provisions of this Agreement are independent and severable from each other and no provision may be affected or rendered invalid or unenforceable by virtue of the fact that any other provision may be invalid or unenforceable in whole or in part. The Exhibits referenced herein and attached hereto are specifically incorporated by reference herein and made a part hereof.

**Republic Services of Indiana, Limited Partnership, d/b/a Hoosier Disposal & Recycling**

  
\_\_\_\_\_  
Signature

**Monroe County Solid Waste Management District**

By:   
\_\_\_\_\_  
Chairperson of the District's Board of

John Drier

Printed

Area President

Title

10-7-04

Date

Directors

Iris F. Kiesling

Printed

27 September 2004

Date

ATTESTED:

Brenda J. Strauss for  
Signature *SHIRLEY L. Mc MURRY*

BRENDA J. STRAUSS

Printed

Controller

Title

September 27, 2004

Date

Monroe County Indiana Solid Waste Management District



## MEMORANDUM

**TO:** MCSWMD Board of Directors

**DATE:** May 5, 2023

**FROM:** Tom McGlasson Jr.

**SUBJECT:** Award of Multi-Dwelling Complex Composting Pilot Program RFP

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The District issued a Request for Proposals for Multi-Dwelling Complex Composting Pilot Program on 3/31/23. Proposals were due to the District by noon on 4/24/23, and received proposals were opened in the order they were received at a public meeting held at the District administration office on 4/24/23 at 2:00pm.

The District received three (3) responses to the RFP before the established deadline. However, both Republic Services and Rumpke Waste & Recycling submitted a response that did not contain a proposal. Both companies thanked the District for the request, but indicated this was not a project there were interested in at this time.

The one (1) proposal received is from 1 Sustainable Joe. Included with this memo is a copy of the RFP issued, the proposal received and a sheet showing how the submitted proposal matches up with the requirements, criteria and conditions established in the RFP. Please note that a portion of the proposal was marked "Confidential" as allowed in Section X of the RFP, as such, this portion of the proposal will be provided directly to the Board of Directors separately from the meeting packet.

The proposal received was reviewed with the Executive Committee at its regular monthly meeting on 5/2/23. No issues or concerns were expressed regarding the proposal received. It is recommended by District staff that the Board award the Multi-Dwelling Complex Composting Pilot Program to 1 Sustainable Joe.

Staff is finalizing the funding agreement with the City of Bloomington and anticipate that this will be executed prior to the Board meeting on 5/11/23. The District Board of Directors has previously authorized the Executive Director to enter into this funding agreement with the City, committing the District to an amount equal to that of the City's not to exceed \$30,000.

**Request for Proposal**  
**For**  
**Multi-Dwelling Complex Composting Pilot Program**

**Issued:** March 31, 2023

**Proposals Due:** April 24, 2023 at 12:00 PM Eastern Standard Time (EST)

**Contact Person:** Tom McGlasson Jr., Executive Director  
Monroe County Solid Waste Management District  
3400 S. Walnut Street  
Bloomington, IN 47401  
tmcglass@mcswmd.org  
(812) 349-2020 (phone)  
(812) 349-2872 (fax)

## I. OVERVIEW

The Monroe County Solid Waste Management District (District) is seeking sealed proposals to consider implementing a composting pilot program at multi-dwelling residential complexes in Monroe County, Indiana. The District wishes to implement such a program to reduce the amount of organic material in the local waste stream, determine the effectiveness of such a program in achieving this goal, and consider the feasibility of implementing such a program across a broad spectrum of multi-dwelling complexes.

The District is seeking to collaborate with an entity that:

- Has knowledge and experience in organic waste diversion;
- The ability to work with management of local multi-dwelling complexes to establish on-site composting programs; and
- The ability to educate residents and develop a sustainable on-site composting program

## II. BACKGROUND

Monroe County, Indiana, has in excess of two hundred and fifty (250) multi-dwelling residential complexes [defined as having five (5) or more residential units]. While the majority of the complexes lie within the Bloomington City Limits, the District wishes for this to be a program that considers all multi-dwelling complexes in Monroe County as potential options for the pilot project.

In 2017 the District commissioned a study by Kessler Consulting that showed that up to thirty-nine percent (39%) of the waste stream generated in Monroe County is compostable. A follow up study in 2018 looking specifically at organic waste recovery determined that a multi-faceted approach to organic waste was necessary to achieve diversion of a meaningful volume of this material. Two (2) primary components of this strategy were access to composting programs and education.

The District believes that establishing on-site composting programs at multi-dwelling complexes throughout Monroe County, and providing education to the residents of these facilities, will provide access to, and encourage, composting as a waste diversion practice to a large segment of the local population.

## III. INSTRUCTIONS TO OFFERORS

All proposals must be delivered to the Monroe County Solid Waste Management District, c/o Tom McGlasson Jr., Executive Director, 3400 South Walnut Street, Bloomington, IN 47401. Proposals must be received by the District no later than 12:00 p.m. Eastern Standard Time (EST) on April 24, 2023.

Proposals must be sealed and clearly marked “Multi-Dwelling Complex Composting Pilot Program Proposal”. Proposals will be accepted via US Postal Service, hand delivery, and private delivery or courier service on or before the above listed due date and time. Proposals submitted via facsimile transmission, telephone, telegraph or electronic mail (e-mail) will **not** be accepted. All late proposals will be returned unopened.

Offerors must submit three (3) paper copies and one (1) electronic copy in .pdf format (matching the paper proposal exactly) on one (1) usb flash drive. One (1) of the paper copies must include original signatures. If the paper proposal and electronic copy differ, the original paper copy with original signatures shall be the proposal of record.

All proposals will be opened and read aloud in the order received at a public meeting April 24, 2023 at 2:00 PM EST at The Monroe County Solid Waste Management District Administration Office, 3400 S. Walnut Street, Bloomington, IN 47401.

Surety, in the form of a Surety Bond duly executed by authorized officials of a surety authorized to do business in the State of Indiana, a certified check or letter of credit from an accredited United States banking institution, in an amount equal to 10% of the proposed project cost, must accompany each proposal.

Offeror may not withdraw its proposal within ninety (90) calendar days after the proposal due date of April 24, 2023. Withdrawal within that time frame or after its acceptance by the District shall constitute grounds allowing for forfeiture of the Surety to the District among other remedies available.

#### **IV. CONDITIONS**

Offeror shall be experienced with and knowledgeable of composting and organic waste diversion practices.

Offeror shall have the availability, ability, personnel and experience to satisfactorily implement the composting pilot project.

Offeror shall familiarize themselves with the multi-dwelling complexes in Monroe County, Indiana.

Offeror shall familiarize themselves with and take into account the State of Indiana laws governing composting and any legal requirements of implementing on-site composting programs at the designated facilities.

Offeror shall provide certification that they are authorized to do business in the State of Indiana and in accordance with Title 23, Article 1 of the Indiana Code (IC 23-1) and are not disqualified per Title 5, Article 22, Chapter 16.5 of the Indiana Code (IC 5-22-16.5) which disqualifies contractors dealing with the government of Iran.

Offeror shall provide a list of any and all similar projects completed, or in progress, within the past five (5) years, including a description of each project and contact information for each client.

Offeror shall provide a copy of its proposed contract.

Offeror shall provide a time frame to initiate project from the date of award.

Offeror shall provide a schedule and time frame to complete the pilot project at any selected location.

Offeror must submit a completed Non-Collusion Affidavit (Page 8) with proposal.

Offeror must submit a completed Equal Employment Opportunity/ADA Statement (Page 9) with proposal.

The District reserves the right to negotiate final contract conditions with the offeror whose proposal, at the discretion of the District, has been determined to be the most responsible, responsive, reasonable and best able to meet the needs of the District.

Any contract entered into shall be construed in accordance with and governed by the laws of the State of Indiana

## V. SCOPE OF WORK

- A. The scope of this project includes, but is not limited to:
1. Development of an organic waste diversion and composting program that can be implemented on-site at multi-dwelling complexes in Monroe County, Indiana.
  2. Development of an educational program and materials for residents of multi-dwelling complexes to implement and support a sustainable on-site composting program.
  3. Establish criteria to be used to identify multi-dwelling complexes suitable for the program.
  4. Establish a list of equipment, materials, and other necessary supplies required to implement the pilot project at any selected location.
  5. Implementation of the developed waste diversion and composting program, and education program, as a pilot project at up to six (6) multi-dwelling complexes in Monroe County, Indiana.
  6. Provide cost estimates for a multi-dwelling complex to implement an on-site composting program and maintain an ongoing, sustainable program.
  7. Provide estimates of the volume of organic waste that can be diverted by an on-site composting program at a multi-dwelling complex.
    - a. Estimates may described as per resident, or per unit, as the total volume will be participation dependent.
  8. Any other material and/or information offeror deems pertinent and relevant to the District when considering the proposal.

## VI. PROPOSAL SUBMITTAL REQUIREMENTS

Please submit your proposal, addressing each of the following items **in the order outlined below**. Offerors should provide only the information requested, and present it in a clear and concise manner.

1. Completed and signed Non-Collusion Affidavit (Page 8).
2. Completed and signed Equal Employment Opportunity/ADA Statement (Page 9).

3. Surety, as described in Section III, paragraph 5 on page 3.
4. Summary of the proposal, including a Statement of Understanding showing familiarity of with the Scope of Work.
5. Explain your firm's qualifications and experience in providing the services described in this RFP, including past experience with organic waste diversion and composting programs.
6. Identify the person who will act as the primary contact person for the District.
7. Describe how these services will fit into the consultant's workload.
8. Offerors approach to the work outlined in the Scope of Work.
9. Proposed project work schedule and time frame for completion.
10. Proposed expansion plan for project beyond initial pilot phase.
11. Proposed project cost.
  - a. Cost proposal must distinguish labor costs from cost for materials, equipment, and supplies.
  - b. Cost proposal may be submitted as either:
    - i. Total Cost - must state the number of complexes where pilot program will be implemented.
    - ii. Per Complex Cost.
12. Statement of firm's intention to sublet any portions of the work.
  - a. Include the name and qualifications of proposed sub-consultant(s).
13. List of similar projects completed, or in progress, in the past five (5) years.
14. Copy of proposed contract.



## VII. PROPOSAL EVALUATION PROCESS

Proposal submittals will be individually evaluated by the District. The District will endeavor to identify the most responsible, responsive and reasonable proposal using the criteria below.

<b>Criteria</b>	<b>Standard</b>
<b>Cost</b>	<ul style="list-style-type: none"> <li>▪ Is the firm's pricing/fee structure competitive, reasonable and deemed most advantageous to the District?</li> </ul>
<b>Firm Capability</b>	<ul style="list-style-type: none"> <li>▪ Is the firm experienced with adequate resources to perform the Scope of Work?</li> <li>▪ Is the firm qualified to complete the Scope of Work?</li> </ul>
<b>Firm Experience and Qualifications</b>	<ul style="list-style-type: none"> <li>▪ Does the firm have the qualifications to complete this project?</li> <li>▪ Does the firm have the resources needed to complete this project?</li> <li>▪ Has the firm completed similar projects within the past five (5) years?</li> </ul>
<b>Approach</b>	<ul style="list-style-type: none"> <li>▪ Does the proposal describe an understanding of the project and present a clear method to implement the pilot project?</li> <li>▪ Does the proposal allow the District to determine how the offeror will best meet the needs of the District?</li> <li>▪ Will the proposal accomplish the project objectives?</li> </ul>
<b>Submittal Requirements</b>	<ul style="list-style-type: none"> <li>▪ Does the proposal contain all the required components in Section VI Proposal Submittal Requirements?</li> </ul>

The District may request interviews with the offeror of any proposal under consideration and reserves the right to contact previous clients to assist in the decision for award.

## VIII. METHOD OF AWARD

The proposal that is the most responsible, responsive and reasonable that is deemed the most advantageous to the District will be recommended to the District Board of Directors at the completion of the evaluation process. The District Board of Directors will take all duly received proposals under consideration and will vote on the acceptance of any proposal at a public meeting.

The District reserves the right to reject any or all proposals in whole or in part, and to waive any irregularities or informalities if doing so is deemed to best serve the interests of the District. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the offeror to whom it is proposed to make an award of a contract.

Upon acceptance of a proposal, the District will negotiate in good faith to enter into a contract with the offeror of the accepted proposal for the services described within the accepted proposal. No proposal shall be binding upon the District until an agreed upon contract for services is signed by all parties.

## **X. PUBLIC DISCLOSURE OF PROPOSALS**

All proposals received in response to this Request for Proposal shall become the property of the Monroe County Solid Waste Management District. All proposals shall be regarded as public records with the exception of those parts of each proposal which are appropriately defined and specified by the offeror as proprietary or confidential information or trade secrets provided that said parts are submitted in an envelope, and under separate file on the flash drive, and clearly identified as “Trade Secret”, “Confidential”, or “Proprietary”. The District shall not be liable or responsible for anything that may result from the disclosure of any Request for Proposal or any part thereof. Submission of a proposal acknowledges agreement with this provision and affirms understanding that all items submitted in response to the Request for Proposal, or related thereto, are public records, except when properly defined and marked “Trade Secret”, “Confidential”, or “Proprietary”. The Offeror solely shall be responsible for defending any challenge to the “Trade Secret”, “Confidential”, “Proprietary”, or similarly labeled material.



### EQUAL EMPLOYMENT OPPORTUNITY/ADA STATEMENT

During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability. Such action shall include but not be limit 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 the training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American’s with Disabilities Act and the rules and regulations promulgated thereunder.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union workers’ representative of the Contractor’s commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contractors.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME TITLE

\_\_\_\_\_  
COMPANY NAME DATE

**Mult-Dwelling Complex Composting Pilot Program RFP**

Proposal Submittal Requirements	Respondent		
	1 Sustainable Joe		
1 Completed & Signed Non-Collusion Affidavit	Included		
2 Completed & Signed EOE/ADA Statement	Included		
3 10% Surety	Included		
4 Summary of Proposal	Included		
4a Statement of Understanding	Included		
4b Scope fo Work	Included		
5 Firm's Qualifications	Included		
6 Primary Contact	Included		
7 Project fit in Consultants Workload	Included		
8 Approach to work outline in Scope of Work	Included		
9 Work Schedule and Time Frame for Completion	Included		
10 Expansion Plan Beyond Pilot Phase	Included		
11 Project Cost	Included		
11a Distinguish Labor and Material Costs	Included		
11b Per Complex Cost or Total w/ # of Complexes	Included <sup>1</sup>		
12 State of Intent to Sublet	Included <sup>2</sup>		
13 List of Similar Projects	Included <sup>3</sup>		
14 Copy of Proposed Contract	Included		
<b>Proposal Evaluation Criteria</b>			
1 Cost	\$55,000.00 for up to 6 complexes		
2 Firm Capability	Porposal indicates a position will be dedicated to the project		
3 Firm Experience and Qualifications	Founder & CEO lists extensive relevant experience, including with a local composting business and the City of Bloomington		
4 Approach	Approach appears well thoughtout and organzied showing a reasonable timeline for implementation and completion		
5 Submittal Requirements	Complete		
<b>Additional Conditions</b>			
1 Certification of Authorization to do Business in the State of Indiana	Certificate of Organization from the State of Indiana Office of the Secratory of State included		
2 No dealings with the Governenment of Iran	Statement attesting to having not dealt with the government of Iran per IC 5-22-16.5-10 included		

<sup>1</sup> Proposal provides for a total cost of \$55,000.00 to implement the pilot project at up to six (6) sites

<sup>2</sup> Proposal states that none of the work will be subletted

<sup>3</sup> Proposal states that no similar projects are in progress or have been completed in the past



## 1 Sustainable Joe

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April 21, 2023

Tom McGlasson Jr., Executive Director  
Monroe County Solid Waste Management District  
3400 South Walnut Street  
Bloomington, IN 47401

Dear Mr. McGlasson,

I am very pleased to provide the Monroe County Solid Waste Management District with this proposal for the Multi-Dwelling Compost Pilot Program. As a dedicated sustainability advocate and experienced member of several composting operations, I am grateful for this initiative and the possibility to work with you in achieving it.

Following, you will find each submittal requirement preceded by its number in brackets.

Joseph Wynia  
Founder, CEO  
1 Sustainable Joe  
(812) 727-4565  
1sustainablejoe@gmail.com

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He / She further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Bloomington Indiana this 17<sup>th</sup> day of April, 2023

1 Sustainable Joe  
(Name of Organization)

By Joseph Wynia  
CEO  
(Title of Person Signing)

**ACKNOWLEDGEMENT**

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

Joseph Wynia being duly sworn, deposes and says that  
he is CEO of the above 1 Sustainable Joe  
(Title) (Name of Organization)

and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn before me this 17<sup>th</sup> day of April, 2023

Christina Hurst  
Notary Public

My Commission Expires: January 26, 2031

County of Residence: Monroe









1 Sustainable Joe

# IU Credit Union

P.O. Box 368 • Bloomington, IN 47402-0368

No. 763574

Acct: [REDACTED] Teller: 0717 Date: 04/17/23 Time: 4:17pm

See receipt for reference

Check Number: 00 0000763574

Purpose :

Amount : \$5,500.00

Pay to : MONROE COUNTY SOLID WASTE MANAGEMENT DISTRICT

RE: 1 SUSTAINABLE JOE LLC

DETACH AND RETAIN UPPER PORTION BEFORE DEPOSITING

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

# IU Credit Union

P.O. Box 368 • Bloomington, IN 47402-0368

## CASHIER'S CHECK

No. 763574

71-7274  
2749

04/17/23

\*\*\* FIVE THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS \*\*\*

\$5,500.00

PAY

EXACTLY **5,500** Dollars **00** Cents

TO THE ORDER OF

MONROE COUNTY SOLID WASTE MANAGEMENT DISTRICT  
RE: 1 SUSTAINABLE JOE LLC

AUTHORIZED SIGNATURE

[3] Surety Check - Attached



## 1 Sustainable Joe

### <sup>[4]</sup> Summary

Reducing waste is imperative for the sustainable future of a country that generates 292 million tons of waste annually<sup>1</sup> and a county that generates 118 thousand<sup>2</sup>. Organics diversion is an excellent target because it contains food waste, the largest single category of landfilled material both nationally<sup>3</sup> and locally<sup>4</sup>. Additionally, it can be effectively managed by nearly any individual or group with the right tools, though no program can succeed without a significant educational component and buy-in from participants.

1 Sustainable Joe (1SJ) can help the Monroe County Solid Waste Management District assess the feasibility of its goal by developing and implementing a year-long comprehensive on-site organics composting program for up to six (6) sites in Monroe County, which includes:

- Clear requisites and processes for sign-up of residents and property managers
- A standardized composting model with the tools and equipment required to operate it
- Hands-on group training, follow-up, and structured personal guides for all participants
- Organic waste diversion weight tracking for the life of each participating site
- Estimated financial requirements to implement such a program
- A final report that analyzes the performance of the program and provides conclusions

### <sup>[5]</sup> Experience & Qualifications

1SJ founder and CEO Joseph Wynia has worked directly with:

- Trivial Compost, a French association which administers an extensive, decentralized, on-site composting system in Besançon, France, as an intern
- Urban Roots, a Michigan urban farm, market, and compost collection and processing non-profit, as a volunteer
- EarthKeepers Compost, local organics collection and education cornerstone, as the special projects coordinator
- The Bloomington Commission on Sustainability as the Waste Reduction Working Group lead

Through these roles 1SJ brings experience in the full spectrum of on-site compost program management and execution; collection services for institutional, residential, and drop-off programs; engagement with over a dozen local property managers through a multi-family housing waste management survey distributed to 170 Monroe County properties; and composting regulations for the State of Indiana, Monroe County, and City of Bloomington.

### Integration

<sup>[6]</sup> Joseph Wynia will be the primary contact for the District for the proposed program. (812-727-4565 / 1sustainablejoe@gmail.com)

<sup>[7]</sup> The execution of these services will be the principal activity of 1 Sustainable Joe. The allocations made in the proposed project costs allow for a position dedicated to the design and implementation for the lifetime of the pilot. If there is need for work beyond the original estimates, 1SJ has capacity to provide up to ten percent (10%) beyond the originally proposed labor and material costs to ensure the project's success.



## 1 Sustainable Joe

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### Project Plan

<sup>[8]</sup> The project will be executed in four phases:

Phase I: Preparation (10 - 12 weeks)

- Define candidate criteria and requisites
- Create participant guides and educational materials
- Produce participant training curriculum
- Acquire equipment and build site infrastructure
- Structure onboarding process
- Prepare participant outreach and communications content

Phase II: Launch (4 - 6 weeks, will overlap with Phase III as sites are launched)

- Seek out potential candidates that meet criteria
- Confirm resident participation requisites for each site
- Schedule and execute training
- Complete site setup and launch

Phase III: Partner (12 months from launch date for each site )

- Provide recurring visits to the site to inspect compost and provide feedback
- Inspect and service equipment as needed
- Receive program feedback and adjust as needed

<sup>[9]</sup> Project work will begin immediately following the decision to award and agreement to contract. The total estimated duration is approximately sixteen (16) months, however, it is important to note that with the timing of the award and the academic demographic, site launches may be delayed until after the summer leasing season, adding as much as two (2) months to the total.

<sup>[10]</sup> The plan for program expansion will be based on the pilot performance. Enough property managers must demonstrate acceptance of on-site composting, and residents must be successful in collective execution for an extended period. If both are achieved, a financing mechanism will need to be explored either through residents, managers, public entities, or a combination thereof to support further operations.

At a minimum, established sites can be sustained post-pilot by invoicing participants for services rendered on an as-needed basis. If additional interest and funding is arranged, expansion can take place linearly using the method of and at the rate determined by the Launch Phase. The initial estimated rate is six (6) sites per year. If Multi-Dwelling Complexes reach a plateau, the model could also be explored in other environments like schools or faith communities.

<sup>[11]</sup> The total cost of implementing the proposed project at six (6) sites will be **\$55,000**.

The total consists of:

- Materials: \$5,000
- Labor: \$50,000



## 1 Sustainable Joe

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<sup>[12]</sup> None of the work for this proposed project will be sublet.

<sup>[13]</sup> There are no similar projects that are in progress or have been completed by 1SJ in the past five (5) years.

<sup>[14]</sup> **Contract**

A copy of the proposed contract can be found as an attachment following this document.

I am excited about the possibility to assist the District in its essential mission and appreciate your time and consideration for this proposal. Please do not hesitate to reach out with any questions or requests for additional information.

Joseph Wynia  
Founder, CEO

1. "National Overview: Facts and Figures on Materials, Wastes and Recycling", epa.gov, U.S. Environmental Protection Agency, December 3, 2022, <https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-materials#Generation>
2. Kessler Consulting, Inc., "Mixed Waste Processing Feasibility Study" (Report, Monroe County, IN, January 2018), page vii, Table E- 1
3. "National Overview: Facts and Figures on Materials, Wastes and Recycling", epa.gov, U.S. Environmental Protection Agency, December 3, 2022, <https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-materials#Landfilling>
4. Kessler Consulting, Inc., "Mixed Waste Processing Feasibility Study" (Report, Monroe County, IN, January 2018), pages 32, 35, 38, 41

**MDC Composting Pilot Program Service Agreement**

This Service Agreement (the “**Agreement**”) is entered into \_\_\_\_\_ (the “**Effective Date**”) by and between The Morne County Solid Waste Management District (the “**Customer**”) located at 3400 South Walnut Street Bloomington, IN 47401 and 1 Sustainable Joe LLC, (the “**Service Provider**”) located at 1314 S Stull Ave. Bloomington, IN 47401, also individually referred to as the “**Party**”, and collectively the “**Parties**”.

1. **Services.** The Service Provider shall perform the services listed in this Section 1 (the “Services”).
  - 1.1. Design and implement an on-site multi-dwelling complex composting program to pilot with up to six (6) sites in Monroe County, Indiana, as set forth on Schedule [A] attached hereto.
2. **Compensation.** The Customer agrees to pay the Service Provider up to \$55,000 for the Services provided. Fees will be paid in accordance with one of the following schedules:
  - 2.1. Basic Schedule:

**Amount Due at Signing:** \$ 14,000

**Amount Due at Midpoint:** On the last day of the month that falls at the midpoint of the partner period of the first site launched as described in the Services, the Service Provider shall submit an invoice for Services rendered less the value of the Signing payment.

**Amount Due at Completion:** On the last day of the final month of the partner period of the last site launched as described in the Services, the Service Provider will submit an invoice for Services rendered since the Midpoint payment.
  - 2.2. An alternate schedule may be negotiated between the Customer and the Service Provider and agreed upon in writing and signed by both Parties within two (2) weeks of the start of term.
3. **Expenses.** The Service Provider will be responsible for all expenses incurred as a result of performing the Services. This includes all tools and transportation needed to complete the Services.
4. **Payment.** The Service Provider shall submit invoices to the Customer per the terms of this Agreement. Invoices shall be paid within thirty (30) days from the date of the invoice.

5. **Method of Payment.** The Service Provider shall be paid by either of the following options:

[A] Check sent to the Service Provider's principal place of business.

[B] Direct deposit to the bank account provided by the Service Provider at the start of the contract term.

6. **Term.** The term of this Agreement shall commence on the Effective Date, as stated above, and continue until terminated per the terms of this Agreement.

7. **Termination.**

7.1. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

7.2. If either party commits a breach of its obligations under the Agreement, the other party may terminate the Agreement by giving the breaching party at least ten (10) days' prior notice. A breach of this agreement includes: Customer's failure to pay any amount hereunder which is more than thirty (30) days past due, or Service Provider's material failure to deliver the specified Services and within the specified timeframes.

7.3. The Agreement may be terminated by either Party in the event that acts of terrorism, fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or transportation, energy, or supply disruptions or any other such similar cause beyond the reasonable control of either Party render completion of the Agreement unsafe, inadvisable, or impossible.

7.4. In the event of early termination of the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination, and the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.

8. **Relationship of the Parties.**

8.1. **No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.

8.2. **Independent Contractor.** The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

9. **Dispute Resolution.**

9.1. **Choice of Law.** The Parties agree that this Agreement shall be governed by the State of Indiana Law.

9.2. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

9.3. **Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.

9.4. **Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

10. **General.**

10.1. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.

10.2. **Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

10.3. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

10.4. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

11. **Notices.**

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

Customer

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Service Provider

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[The remainder of this page is intentionally left blank. Signature page follows.]



The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Customer

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Service Provider

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

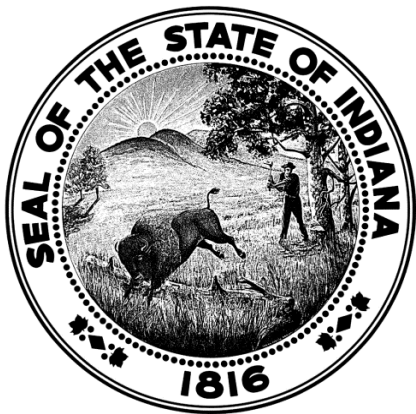
Date: \_\_\_\_\_

State of Indiana  
Office of the Secretary of State

Certificate of Organization  
of  
1 SUSTAINABLE JOE LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, January 12, 2021.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 12, 2021.

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

202101121451100 / 8854711

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

I attest that I, Joseph Wynia, have not dealt with the government of Iran, and per IC 5-22-16.5-10 have not been provided written of the Indiana Department of Administration's intent to include 1 Sustainable Joe in the list.

Joseph Wynia  
Signature

04/21/2023  
Date

CEO  
Title

## Resolution 2023 – 06

Monroe County Solid Waste Management District  
Contract for Multi-Dwelling Complex Composting Pilot Program

**WHEREAS**, the Monroe County Solid Waste Management District (District) is a political subdivision and a solid waste management district under IC 13-21-3; and

**WHEREAS**, IC 13-21-3-12(a)(6) grants solid waste management districts the power to enter into contracts or agreements regarding the management of solid waste; and

**WHEREAS**, the District has previously issued a Request for Proposals for Multi-Dwelling Complex Composting Pilot Program on March 31, 2023; and

**WHEREAS**, Responses to the Request for Proposal were due on April 24, 2023 by 12:00 p.m. Eastern Standard Time; and

**WHEREAS**, on the prescribed due date at the prescribed time, the District had received three (3) responses; and

**WHEREAS**, the received responses were opened, in the order received, at a public meeting held on April 24, 2023 at 2:00 p.m., and included one (1) complete proposal and two (2) responses that declined to submit a proposal; and

**WHEREAS**, District staff and the Executive Committee have reviewed the one complete proposal received and found that it meets the requirements established in the Request for Proposal; and

**WHEREAS**, the District has entered into a funding agreement with the City of Bloomington in which the City of Bloomington has agreed to fund fifty percent (50%) of the total cost of the pilot project.

**NOW, THEREFORE**, the Monroe County Solid Waste Management District Board of Directors hereby resolves and approves that the document entitled *Multi-Dwelling Complex Composting Pilot Program Service Agreement* be duly executed by the Board Chairperson or their designee.

## Resolution 2023 – 06

Monroe County Solid Waste Management District  
Contract for Multi-Dwelling Complex Composting Pilot Program

So voted on this 11<sup>th</sup> day of May, 2023 by the Board of Directors of the Monroe County Solid Waste Management District.

AYE

NAY

\_\_\_\_\_  
Geoff McKim, Chairperson

\_\_\_\_\_  
Geoff McKim, Chairperson

\_\_\_\_\_  
Isabel Piedmont-Smith, Vice-Chairperson

\_\_\_\_\_  
Isabel Piedmont-Smith, Vice-Chairperson

\_\_\_\_\_  
Penny Githens, Secretary

\_\_\_\_\_  
Penny Githens, Secretary

\_\_\_\_\_  
Julie Thomas, Director

\_\_\_\_\_  
Julie Thomas, Director

\_\_\_\_\_  
John Hamilton, Director

\_\_\_\_\_  
John Hamilton, Director

\_\_\_\_\_  
Lee Jones, Director

\_\_\_\_\_  
Lee Jones, Director

\_\_\_\_\_  
Dan Swafford, Director

\_\_\_\_\_  
Dan Swafford, Director

Attest: \_\_\_\_\_  
Tom McGlasson Jr., Executive Director

## **Multi-Dwelling Complex Composting Pilot Program Service Agreement**

This Service Agreement (“**Agreement**”) is entered into **May 11, 2023** (“**Effective Date**”) by and between **The Monroe County Solid Waste Management District** (“**Customer**”) located at 3400 S. Walnut Street, Bloomington, IN 47401 and **1 Sustainable Joe LLC** (“**Service Provider**”) located at 1314 S. Stull Avenue, Bloomington, IN 47401, also individually referred to as the “**Party**”, and collectively the “**Parties**”.

**1. Services.** The Service Provider shall perform the services listed in this Section 1 (“**Services**”).

**1.1.** Design and implement an on-site multi-dwelling complex composting program to pilot with up to six (6) sites in Monroe County, Indiana, as set forth on Schedule [A] attached hereto.

**2. Compensation.** The Customer agrees to pay the Service Provider up to \$55,000.00 for the Services provided. Fees will be paid in accordance with one of the following schedules:

**2.1.** Basic Schedule

**Amount Due at Signing:** \$14,000.00

**Amount Due at Midpoint:** On the last day of the month that falls at the midpoint of the partner period of the first site launched as described in the Services, the Service Provider shall submit an invoice for Services rendered less the value of the Signing payment.

**Amount Due at Completion:** On the last day of the final month of the partner period of the last site launched as described in the Services, the Service Provider will submit an invoice for Services rendered since the Midpoint payment.

**2.2.** An alternate schedule may be negotiated between the Customer and the Service Provider and agreed upon in writing and signed by both Parties within two (2) weeks of the Effective Date of this Agreement.

3. **Expenses:** The Service Provider will be responsible for all expenses incurred as a result of performing the Services. This includes all tools and transportation needed to complete the Services.
4. **Payment:** The Service Provider shall submit invoices to the Customer per the terms of this Agreement. Invoices shall be paid within thirty (30) days from the date of the invoice.
5. **Method of Payment:** The Service Provider shall be paid by either of the following options:
  - A. Check sent to the Service Provider at:  
1314 S. Stull Avenue  
Bloomington, IN 47401
  - B. Direct deposit to the bank account provided by the Service Provider at the Start of the contract term.
6. **Term:** The term of this Agreement shall commence on the Effective Date, as stated above, and continue until terminated per the terms of this Agreement.

## 7. Termination

- 7.1. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.
- 7.2. If one Party believes the other party has committed a breach of its obligations under the Agreement, the non-breaching Party shall provide written notice, describing the default with reasonable particularity, within ten (10) days of the alleged default. Upon receipt of the written notice, the alleged breaching Party shall engage with the non-breaching party in Dispute Resolution, as described in Section 9 of this Agreement.
- 7.3. Force Majeure: The Agreement may be terminated by either Party in the event that acts of terrorism, fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or transportation, energy, or supply disruptions or any other such similar cause beyond the reasonable control of either Party render completion of the Agreement unsafe, inadvisable, or impossible. The Party whose performance is affected by such an event shall promptly notify the other party, in writing, of the nature of the event, the expected duration of delay, and the actions taken and to be taken to mitigate the consequences of such event

**7.4.** In the event of early termination of the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination, and the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.

## **8. Relationship of the Parties**

**8.1. No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.

**8.2. Independent Contractor.** The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

**8.3. Public Services Contract.** The Service Provider acknowledges that the Customer is a political subdivision and this Agreement constitutes a Public Contract for Services, and as such, is subject to the provisions of IC 22-5-1.7.

**8.3.1.** The Service Provider affirms that it will enroll in, and use, the E-Verify program to verify the eligibility status of all newly hired employees as required by IC 22-5-1.7-11.1.

**8.3.2.** The Service Provider affirms that it does not knowingly employ any unauthorized aliens as required by IC 22-5-1.7-11.1.

## **9. Dispute Resolution**

**9.1. Choice of Law:** The Parties agree that this Agreement shall be governed by the State of Indiana Law.

**9.2. Negotiation:** In the event of a dispute, the Parties agree to negotiate in good faith in an effort to reach agreement to continue their relationship under this Agreement.

**9.3. Mediation:** In the event the Parties are unable to negotiate a mutually agreed upon resolution, the Parties may, upon mutual agreement, engage a third party mediator in an effort to resolve any dispute.



**9.4. Legal Recourse:** In the event that a dispute cannot be resolved through good faith negotiation or mediation, the Party which raised the dispute may seek other available legal remedies to enforce its rights under this agreement.

**9.5. Costs of Collection and Attorney's Fees:** Upon breach of this agreement, the non-breaching Party shall be entitled to recover its reasonable expenses incurred in enforcing its rights under this agreement, which sum shall include without limitation, reasonable attorney and expert witness fees, in addition to other damages and relief arising from the breach.

## **10. General**

**10.1. Assignment:** The Parties may not assign their rights and/or obligations under this Agreement.

**10.2. Complete Contract:** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communication between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

**10.3. Severability:** If any section of this Agreement is found to be invalid or unenforceable, the rest of this Agreement shall still be enforceable.

**10.4. Waiver:** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless signed and agreed to in writing by both Parties. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

**11. Notices:** All notices under this Agreement must be sent by with read receipt requested, or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

**Customer:**

Monroe County Solid Waste Management District  
3400 S. Walnut St.  
Bloomington, IN 47401  
Attention: Executive Director  
tmcglass@mcswmd.org

**Service Provider:**

1 Sustainable Joe  
1314 S. Stull Ave.  
Bloomington, IN 47401  
1sustainablejoe@gmail.com

The Parties agree to the terms and conditions set forth above as demonstrated by their signature below:

**Service Provider**

NAME: Joseph Wynia

TITLE: Proprietor

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Customer**

NAME: Geoff McKim

TITLE: Chairperson, Board of Directors

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTESTED:**

NAME: Tom McGlasson Jr.

TITLE: Executive Director

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Schedule A Services

### 1. Program Structure

- 1.1. The Service Provider will define the program structure.
- 1.2. The structure may be modified throughout the life of the pilot if deemed necessary by the Service Provider.
- 1.3. The Customer will be provided written notice before modifications are implemented.

### 2. Content

The Service Provider shall:

- 2.1. Create printed and digital reference materials and provide them to participating households to use to understand program operation.
- 2.2. Produce a printable and digital comprehensive 'home compost management' guide to provide to advanced participants.
- 2.3. Create signing to identify and explain use of site equipment.
- 2.4. Provide additional resources on waste reduction, food waste reduction, and their impact.

### 3. Participant Criteria

- 3.1. The Service Provider will define the required criteria for a site to be eligible for participation.
- 3.2. The criteria may be modified throughout the life of the pilot if deemed necessary by the Service Provider.
- 3.3. The Customer will be provided written notice before modifications are made.

### 4. Equipment

- 4.1. Each site shall be provided a three bin composting system and the hand tools necessary for its operation.
- 4.2. Additional bins may be added to a site if participant volume warrants.
- 4.3. Composting bins will be guaranteed to have the following attributes:
  - No gaps greater than one half ( $\frac{1}{2}$ ) inch anywhere on the assembly
  - A lid that latches with an animal-resistant method

### 5. Training

The Service Provider shall:

- 5.1. Provide in-person training on program participation to all new participants who are able to attend a scheduled training event.
- 5.2. Make a video recording of a full training session available to all members who are not able to attend a group training event.

- 5.3. Provide advanced training to at least one participant of each site, and to as many as are interested.
- 5.4. Require training to be completed by all participating residents.

## **6. Support**

The Service Provider shall:

- 6.1. Acquire, deliver, and install all equipment for each new site.
- 6.2. Provide communications materials to property managers for distribution to residents.
- 6.3. Provide a 'partner period' of twelve (12) months for each site following the date of the site launch to make monthly site visits, field questions, and repair or replace equipment.
- 6.4. Disassemble and collect equipment if a site is no longer participating.
- 6.5. Reserve the right to decline visit requests or participant questions if deemed excessive.

Support does NOT include:

- 6.6. Provision of carbon-rich materials ('browns').
- 6.7. Relocation or distribution of any active or finished compost.

## **7. Regulatory Compliance**

The Service Provider will ensure that:

- 7.1. All composting infrastructure, training, and recommendations will be in compliance with all governing state and local regulations.
- 7.2. The program execution adheres to any rules or requirements established by property managers and respects management requests to the extent that the program is able to fully function without undue hardship.

## **8. Pilot Assessment**

- 8.1. The program will direct participating residents to weigh and record diverted organics for the lifetime of the program.
- 8.2. The Service Provider will produce a final report that compiles organics diversion metrics, summarizes the pilot's performance, and provides conclusions and recommendations for program continuation.
- 8.3. The report will be submitted within thirty (30) days of the completion of the pilot project.

## **9. Participant Recruitment**

- 9.1. The Service Provider will seek potential pilot properties using the following criteria:
  - Small to moderate size (50 - 150 residents; 10 - 25 participating residents)
  - Supportive property management, ownership, or administration
  - Demonstration of interest in environmental practices
- 9.2. The following process will be used, in the order provided, to recruit potential properties:

- Begin with existing Bloomington multi-family housing waste management survey data which has reached out to approximately seventy-five percent (75%) of identified Bloomington properties in order of largest to smallest management group
- Add Monroe County properties and survey each about on-site composting policies
- Contact properties that have responded 'permitted' or 'undecided' to on-site composting (Properties that have responded 'not permitted' or 'not possible' will not be contacted)
- Survey remaining properties that have not previously been reached
- Follow up with all new 'permitted' or 'undecided' responses
- Seek a broad-reach message platform to attempt to reach any missed properties

9.3. The Service Provider does not assure that there will be sufficient interest and commitment in the multi-dwelling complex community to guarantee six (6) pilot sites. A recruitment deadline of Friday, November 17, 2023 or Friday, May 3, 2024 shall be set to define a finite pilot period and allow reporting and analysis to proceed.

9.4. The Service Provider will provide written updates to the Customer upon:

- Successful recruitment of each pilot site
- Completion of each step of the specified recruitment process
- Request from the Customer
- Any change or event deemed appropriate

# CAC Monthly Activity Report

## Monroe County Solid Waste Management District

### Citizens Advisory Committee

April-May 2023

#### **04/20 Regular Meeting**

- Joe Wynia reported that the District rebranding process is underway and that CAC subcommittee members had preliminary exchanges over email on support for proposed slogans.
- CAC discussed organizing the annual CAC roadside cleanup and Ryan Edwards volunteered to coordinate this year's event.
- CAC discussed plan to review District's 5-Year Plan, leaving further discussion for the 6:30pm CAC-BOD Joint Meeting.

#### **04/20 Joint BOD-CAC Meeting**

- The Board of Directors and CAC reviewed the District's 5-Year Plan. The meeting was unofficial as the BOD did not meet a quorum. Members continued discussion on using the two required annual joint BOD-CAC meetings to review the budget and prioritize action items from the 5-Year Plan.

#### **04/22 'Ban the Ban' connection**

- At the 'Bike to Earth Day at Switchyard Park event', Wynia visited a girl-scouts booth hosting a petition to repeal the single use materials preemption law of IC 36-1-3-8.6. Wynia provided the scout's leader with information on the AISWMD and a letter from the Porter County Recycling & Waste Reduction District's CAC sent to the MCSWMD's CAC seeking the same end.

#### **04/24 Anaerobic Biodiester Update**

- McGlasson emailed Board and CAC members, notifying them of a public information session on the anaerobic digester feasibility study to take place on May 18<sup>th</sup>, 2023 at the Monroe County Convention Center.
- Because this event coincides with the May CAC Regular Meeting, Wynia will propose rescheduling the regular meeting to allow members the opportunity to attend both.

#### **04/27 Rumpke Facility Invitation**

- McGlasson emailed the Board and CAC, notifying them of Rumpke's invitation to attend the ribbon cutting and grand opening of their new facility on May 16<sup>th</sup> at 11am.



## MEMORANDUM

**TO:** MCSWMD Board of Directors  
**DATE:** May 5, 2023  
**FROM:** Tom McGlasson Jr.  
**SUBJECT:** May 2023 Administration Department Board Report

### Legislative Update

- **SB33 – Solar Panel Decommissioning and Disposal Study** – directs IDEM and the IURC to jointly study the decommissioning and disposal of solar panels and report findings and recommendations no later than 11/1/23. Passed by Senate on 1/24/23 (50-0), referred to House. AISWMD has issued a letter in support of this legislation. 3/27/23 – amended bill passed by House 95-0. 4/4/23 Senate concurred with House amendments 48-0. Became Public Law 17 on 4/20/23.
- **SB472 – Advanced Recycling** – defines “advanced recycling” as a manufacturing process for the conversion of post-use polymers and recovered feedstocks into basic raw materials, feedstocks, chemicals, and other products; defines “advanced recycling facility” as a manufacturing facility; exempts advanced recycling materials and facilities from the definitions of “solid waste”, “solid waste disposal facility”, “solid waste processing facility”, and “solid waste management”; and thus are exempt from certain solid waste management laws. Senate Committee on Environmental Affairs recommended this bill be passed on 1/31/22. Senate passed the bill 44-5 on 2/6/23, referred to house. 3/21/23 – passed by House without amendment 94-1. 3/23/23 – Signed by President Pro Tempore. Became Public Law 54 on 4/20/23.
- **HB1017 – Prescription Drug Donation Repositories** – establishes a prescription drug repository program allowing the donation of unused prescription drugs and supplies for use by an eligible individual or qualified recipient. House Committee on Public Health recommended to pass this bill and referred it to the House Committee on Ways and Means where amendments are currently being debated. The Committee recommended the bill be amended and passed as amended. 2/2/23, House adopted 2 proposed amendments. 2/6/23, House passed amended bill 97-0, referred to Senate. 3/28/23 – Senate passed amended bill 48-0. 4/4/23 – House dissented from Senate amendments. The House and Senate resolved the amendments. Bill was signed by the President of the Senate on 4/28/23 and the Speaker of the House on 5/1/23.
- **HB1167 – Live Streaming and Archiving Meeting** – requires governing bodies to provide a publicly accessible platform that includes live transmissions of public meetings and an archive of the live transmission with links to meeting agendas, minutes, or memoranda. The original proposal required a unit to make recordings available for three years. The committee shortened that to 90 days in the House Government and Regulatory Reform Committee. The House Ways and Means Committee adopted an amendment to

limit the immediate impact by requiring only an executive or fiscal body or a school board until July 1, 2024, when all other governing bodies are required. The House adopted an amendment that clarified that after June 30, 2024, all governing bodies of towns and townships must comply, and the Senate Local Government Committee extended it back to 2025. 2/14/23 – amended bill passed by House 86-9. Senate amended bill to restrict application to a governing body of a state agency; the executive, legislative, or fiscal body of a county, city, town, or township; an elected school board; and any governing body that conducts regular meetings in the same room as previously identified governing bodies. 4/4/23 – Senate passed amended bill 48-0; returned to House. The House concurred with Senate amendments, bill was signed by the Governor on 5/1/23.

- **HB1438 – Publication of Local Government Notices** – establishes a task force to study public notice requirements, intent appears to be to move away from requiring notices in newspapers. 2/21/23, House Government and Regulatory Reform Committee recommended passage of the bill. 2/27/23, bill passed the House 94-0, referred to Senate. 3/23/23 – Senate adopted amendment to alter the make-up of the task force. 3/27/23 – Senate passed amended bill 49-1. 4/3/23 House concurred with Senate amendment 93-0. Signed by the Governor on 4/20/23.
- **HB1512 – Solid Waste Matters** – extends the central Indiana waste diversion pilot project for two more years, directs IDEM to carry out a second round of grants, administrated by the IDEM Recycling Market Development Board, and extends the program to the eight counties surrounding Marion County. The House Environmental Affairs Committee added an amendment to clarify that applicants must be from the private sector for “advancing research and development to enhance existing waste diversion efforts and support the creation of new processes and technologies that expand upon the existing universe of waste diversion and reuse of recyclable material.” AISWMD engaged last year when the author proposed the pilot to express our concern that the bill sequesters grant money that could otherwise be used for other projects. The author moved forward anyway, and we did not engage this year. Though the actual impact is minimal, we still have the same concerns, but we expect the Board can fund approved projects even with the diversion. The Senate Environmental Affairs Committee heard, amended, and recommitted the bill to the Appropriations Committee to consider the fiscal impact on the state. We will continue to talk with stakeholders and provide updates as we know more. 2/16/23 – House Committee on Environmental Affairs recommended amendment and passage of the bill. 2/21/23 – House passed amended bill 93-0. 3/20/23 – Senate Environmental Affairs Committee referred to Committee on Appropriations; we heard the committee will consider an amendment to add additional money to the pilot and ensure additional money is available for Marion County-specific projects. Senate passed amended bill on 4/17/23. House concurred with Senate amendments on 4/20/23, signed by Governor on 5/1/23.

### General Updates

- EarthKeepers will be ceasing operations at the end of May. This is very unfortunate, and a huge loss for the community and our waste reduction efforts. Their composting facility is the only one in Monroe County accepting food waste. They also provided the food waste collection service at the District recycling centers; the last day for this service at the recycling centers will be May 29<sup>th</sup>. EarthKeepers has been a valuable and reliable partner to the District over the past several years and this loss will impact food waste management in Monroe County for the foreseeable future.



- District rebranding continues to move forward. We are reviewing draft logo ideas and anticipate a few revisions before a decision is made.
- Kayla Strand has connected with the Green Business Engagement National Network (GBENN), this is a national association of green and/or sustainable business engagement programs that promotes relationship building and information sharing. This is a great resource for the District as we build our business engagement program, and an association the District may seek to become a member of in the near future.
- The District distributed 130 tree seedlings between April 19<sup>th</sup> and 22<sup>nd</sup> in recognition of Earth Day (4/22/23) and Arbor Day (4/28/23). This year we had 13 species to choose from, including: Black Cherry, Blackgum, Black Chokeberry, Common Chokeberry, Chinkapin Oak, Elderberry, Hazelnut, Persimmon, Red Oak, Shagbark Hickory, and Washington Hawthorn
  - The District would like to thank Canopy Bloomington for partnering with us this year, and assisting seedling recipients with species selection, and planting and care advice.
- The District's Adopt-A-Road program is now listed on the City of Bloomington's volunteer webpage: [bloomington.in.gov/parks/volunteer](http://bloomington.in.gov/parks/volunteer)

### **Media Summary for April**

- Social Media Outreach
  - Social media posts included: Earth Day/Arbor Day Event; Adopt-A-Road; Cook Inc. Electronics Collection Event; 4 educational videos related to tree seedling distribution; Election Day Holiday.
- Effectv Summary
  - Television advertising: Community Food Waste Collection; Recycle Right; Climate Challenge; Power of One; Circular Economy; Water Quality; Slow Down (driver safety at recycling centers).
  - Premium Digital Advertising: Recycle Right; Climate Challenge.
    - Premium Digital is a platform for our infomercials to be viewed through Comcast On-Demand services and internet streaming on any device.
- Radio Summary
  - WHCC: 7 rotating PSAs (60 seconds) on Environmental Challenges & Solutions.

### **Education and Outreach Summary for April**

- The District earned to "Top Contributor" badge for education from the Bloomington, IN – What's Going On group on Facebook.
- Presentation for Bloomington Newcomers & Neighbors Club: 40 adults
- Presentation for First Presbyterian Church Faith Forum
- Elisa Pokral provided classroom education sessions in the following schools:
  - Rogers Elementary – 65 students; 3 classrooms
  - Unionville Elementary – 28 students (K); 2 classrooms
  - Home School group – K – 7<sup>th</sup>

# **MEMORANDUM**

Monroe  
County Solid  
Waste  
Management  
District

**DATE:** 05/04/23  
**TO:** MCSWMD Board of Directors  
**FROM:** Joey Long  
**SUBJECT:** Recycling & Reuse, Hazardous Materials, Rural Recycling Centers Board Report for the month of May 2023.

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## **Recycling & Reuse (04)**

- Staff have been busy saving reusable items to be repurposed for gardens.

## **Green Business Network (04)**

- We have signed up Chick-fil-A as a Green Business.

## **Hazardous Materials (05)**

- We worked with City HAND department on their first neighborhood cleanup event of the year. This was the Fritz Terrace neighborhood with a bout of 300 – 350 households.

Household Chemicals = 919 lbs.

Tires = 25

Fluorescent Light Bulbs = 94

TV's = 56

- We worked with Monroe County Emergency Management in the tornado cleanup in the Wolf Mountain Rd area. To date we have collected:

Freon Appliances = 2

20 lb. Propane Tanks = 2

Household Chemicals = 106 lbs.

Tires = 16

TV's = 7

Paint Cans = 17

## **Rural Recycling Centers (06)**

- Rural sites our operating as normal.



Joey L. Long

**2023 Trash and Recycling Tonnage and Pulls**

5/3/2023

<b>2023 Trash Pulls By Location</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bethel Ln	8	8	9										25
Dillman Rd	9	8	9										26
Ellettsville	9	9	10										28
Main Recycling Center	1	0	1										2
Oard Rd.	9	8	9										26
Total	36	33	38	0	0	0	0	0	0	0	0	0	<b>107</b>
<b>2023 Trash Tonnage By Location</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bethel Ln	36.59	26.54	28.88										92.01
Dillman Rd	42.74	31.83	37.13										111.70
Ellettsville	47.55	37.41	41.16										126.12
Main Recycling Center	1.59	0.00	2.18										3.77
Oard Rd.	31.47	27.31	28.83										87.61
Total	159.94	123.09	138.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>421.21</b>
<b>2023 Bulky Pulls By Location</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bethel Ln	3	1	4										8
Dillman Rd	3	3	3										9
Ellettsville	3	4	2										9
Oard Rd.	3	3	4										10
Total	12	11	13	0	0	0	0	0	0	0	0	0	<b>36</b>
<b>2023 Bulky Tonnage By Location</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bethel Ln	5.84	1.22	6.17										13.23
Dillman Rd	3.74	5.33	4.65										13.72
Ellettsville	11.03	7.49	5.03										23.55
Oard Rd.	4.00	3.81	5.44										13.25
Total	24.61	17.85	21.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>63.75</b>

# MEMORANDUM

Monroe  
County Solid  
Waste  
Management  
District

**DATE:** May 11, 2023  
**TO:** MCSWMD Board of Directors  
**FROM:** Lee Paulsen  
**SUBJECT:** Landfill and Environmental Compliance April 2023 Board Report

## Landfill April 2023:

- ◆ The NPDES Discharge Monitoring Report (DMR) and IDEM Monthly Monitoring Report (MMR) for April 2023 will be submitted prior to the May 28, 2023 deadline.
- ◆ The NPDES Discharge Monitoring Report (DMR) and IDEM Monthly Monitoring Report (MMR) for March 2023 was prepared and submitted by Lee Paulsen on 4-4-2023. There were no exceedances or violations.
- ◆ We started the May 2023 groundwater sampling event on Monday, May 1, 2023. This sampling event is the “short list”.
- ◆ IDEM responded to the November 2022 ground water sampling event. Their response was to continue monitoring as we have in the past with the agreements in place.
- ◆ Leachate production is available on the next page.

## Environmental Compliance April 2023:

- ◆ Twenty (20) new Environmental Compliance Cases were reported for the month of April 2023.
  - Seventeen (17) Case were Substantiated, three (3) were Unsubstantiated, seven (7) roadside cases, zero (0) Illegal Burns, ten (10) private property cases and three (3) coordinated clean-up. thirteen (13) are closed and Seven (78) are still open and pending.
  - April 2023: 660 lbs. trash removed from the roadsides, four (4) needles, and zero (0) tires and zero (0) on rims were removed from the side of the roads.
- ◆ There are currently sixty-three (63) open environmental compliance cases.
- ◆ **Total for 2023:**
  - 129 total cases. 2 Illegal burns; 41 cases at private properties; 79 roadside clean-ups; and 7 coordinated clean-ups.
    - 11,120 lbs. (5.56 tons) of trash removed from the sides of the road via compliance cases.
    - Tires: Fifty-two (52) tires removed from the sides of the road; 0four (4) tires on rims.
    - Needles: Sixty-four (67) removed along roadsides from January 1, 2023 to present.

**Adopt-A-Road April 2023:**

- ◆ For the month of April 2023, there were Eleven (11) Adopt-A-Road clean-up completed.
  - Trinity Reformed Church; Endwright Road, Between W Airport Rd and W Gifford Rd
  - Sigma Lambda Upsilon/Senoritas Latinas Unidas Sorority, Inc.; Woodlawn Avenue, Between 7th and 12th Street
  - Ivy Tech; Daniels Way, Whole Road
  - Alpha Chi Sigma - Professionals in Chemistry; Woodlawn Avenue, Between Hillside Dr and Maxwell Ln
  - Alpha Kappa Lambda; Lincoln Street S, Between E. Third to E. Hillside
  - Butler Winery; East Robinson Road, Between N. Tunnel Road and the end of the large "S" Curve
  - Scouts, BSA Troop 148; Fairfax Road S, Between Strain Ridge Road and Carowinds Court
  - Monroe Fire Protection District Volunteers; Strain Ridge Road, Between Monroe Dam Road and Pointe Road
  - IU Student Athletic Board; N. Kinser Street, Between 17th St. and W. Gourley Pike
  - Community Clean-up along Monroe Old 37 near Fairfax Rd.
  - Community Clean-up along Old 37 South
  
- ◆ For the month of April 2023 there was approximately eleven (11) miles of road that was cleaned.
  - Each clean-up is for an adopted section of road that is approximately one (1) mile in length
  
- ◆ For the month of April 2023 approximately 940 lbs. of trash and 90 lbs. of recyclables removed from the sides of roads.
  - Weights are estimated based on an average bag weight due to the City of Bloomington collecting a substantial number of the clean-ups for which we cannot get actual weight.
  
- ◆ **YTD 2023 for the Adopt-A-Road:**
  - 37 clean-ups.
  - 2385 lbs. of trash.
  - 430 lbs. of recyclables.
    - Weights are estimated based on an average bag weight due to the City of Bloomington collecting a substantial number of the clean-ups for which we cannot get actual weights.

**Monroe County Landfill Leachate Generation and Treatment Data**

The below data is for the most recent six (6) months of operation

Month		Nov. '22	Dec. '22	Jan. '23	Feb. '23	March '23	April '23	Total
Temp (° F)	High	80	60	63	74	79	87	
	Low	11	-9	11	12	12	21	
	Avg	45	34	37	41	42	52	
Total Gallons Generated	Hauled Dillman	0	0	0	0	0	0	0
	Hauled Ellettsville	0	0	530,000	339,000	292,000	109,000	1,270,000
	Treated	0	0	303,425	392,273	631,550	571,869	1,899,117
	Total	0	0	833,425	731,273	923,550	680,869	3,169,117
Precipitation (in)		0.37	2.45	3.99	2.94	7.19	3.90	20.84
Hauling Cost Dillman		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hauling Cost Ellettsville		\$0	\$0	\$27,835	\$18,748	\$15,784	\$7,378	\$69,745
Disposal Cost Dillman		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost		\$0	\$0	\$27,835	\$18,748	\$15,784	\$7,378	\$69,745
Gallons Per Acre Per Day (GPAD):				304.99				

\*\*AS of February 15 2019, Bynum Fanyo Utilities began hauling leachate per the quote accepted by the Board on 2-14-19 and disposal cost is included in the hauling amount.

For comparison, below is the data for the same six (6) month period from the previous year

Month		Nov. '21	Dec. '21	Jan. '22	Feb. '22	March '22	April '22	Total
Temp (° F)	High	73	68	62	65	78	85	
	Low	14	16	-6	5	14	26	
	Avg	41	41	26	32	45	63	
Total Gallons Generated	Hauled Dillman	0	0	0	0	0	0	0
	Hauled Ellettsville	153,600	200,000	333,000	301,400	503,000	119,200	1,610,200
	Treated	516,998	555,634	457,912	232,219	363,691	466,266	2,592,720
	Total	670,598	755,634	790,912	533,619	866,691	585,466	4,202,920
Precipitation (in)		1.60	4.97	2.49	5.22	5.79	4.71	24.78
Hauling Cost Dillman		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hauling Cost Ellettsville		\$6,756	\$8,560	\$14,256	\$12,904	\$21,532	\$6,618	\$70,626
Disposal Cost Dillman		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost		\$6,756	\$8,560	\$14,256	\$12,904	\$21,532	\$6,618	\$70,626
Gallons Per Acre Per Day (GPAD):				404.49				

Below is the cost savings realized from on-site leachate treatment for the current six (6) month period

Month	Treated	Hauled Dillman	Hauled Ellettsville	Total	Monthly Cost for Hauled	Cost w/o Treatment	Operational Costs	Cost Savings
Nov. '22	0	0	0	0	\$0	\$0	\$0	\$0
Dec. '22	0	0	0	0	\$0	\$0	\$0	\$0
Jan. '23	303,425	0	530,000	833,425	\$27,835	\$35,671	\$7,206	\$629
Feb. '23	392,273	0	339,000	731,273	\$18,748	\$31,298	\$9,316	\$3,234
March '23	631,550	0	292,000	923,550	\$15,784	\$39,528	\$14,999	\$8,745
April '23	571,869	0	109,000	680,869	\$7,378	\$29,141	\$13,582	\$8,181
Total	1,899,117	0	1,270,000	3,169,117	\$69,745	\$135,638	\$45,104	\$20,789

\* Leachate hauling and disposal costs are based on the following rates: as of March 1, 2022

Hauling and Disposal = \$223.00 per 4,200 gallon load

Hauling and Disposal = \$265.00 per 5,000 gallon load

\*\* Temperature data is from the website National Weather Service (www.weather.gov) for zip code 47408