

## ORDINANCE 2016-031

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**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF JACKSON CENTER, OHIO AND THE BOARD OF DIRECTORS OF THE NORTH CENTRAL OHIO SOLID WASTE MANAGEMENT DISTRICT AND CONSENTING TO THE DISTRICT'S AGREEMENT WITH REPUBLIC SERVICES FOR THE PROVISION OF RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES WITHIN THE VILLAGE OF JACKSON CENTER AND DECLARING AN EMERGENCY.**

**WHEREAS**, the North Central Ohio Solid Waste Management District (the "District") is a six-County joint solid waste management district established and operated pursuant to Chapter 343 and Sections 3734.52, et seq. of the Ohio Revised Code, including all of the territory in Shelby County, Ohio; and

**WHEREAS**, the District has experience and responsibility for preparing and implementing a solid waste management plan that provides for the safe and sanitary management of solid waste within all of the incorporated and unincorporated territory in the District; and

**WHEREAS**, the Village of Jackson Center (the "Village") recognizes that its residents, businesses, institutions, public-policy makers, and local government staff, benefit from cooperative, coordinated and shared approaches to managing solid waste and recyclable materials generated within the Village and the District; and

**WHEREAS**, the District has proposed to coordinate and assume responsibility for providing residential solid waste and recyclable materials collection, transportation, processing and disposition services for the Villages of Anna, Botkins, Jackson Center, Fort Loramie and Russia, Ohio, which the District will furnish using Republic Services as the District's Contractor; and

**WHEREAS**, Section 715.43 of the Ohio Revised Code, and Sections 3 and 4 of Article XVIII of the Ohio Constitution, confer broad powers and discretion on the Village to manage and contract with other parties for the provision of solid waste collection, transfer, disposal and recycling services to be supplied to the municipality or its inhabitants; and

**WHEREAS**, the Village desires to coordinate efforts with the District and other nearby Villages to manage the collection, transportation and disposition of solid waste and recyclable materials by authorizing the District to contract with one or more providers of solid waste and recyclable materials collection, transportation, processing and disposition services to be provided to residential customers within each of the participating Villages, including the Village of Jackson Center.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL AND MAYOR OF THE VILLAGE OF JACKSON CENTER, SHELBY COUNTY, STATE OF OHIO, AS FOLLOWS:**

**SECTION 1.**

That the foregoing recitals are incorporated as if fully set forth herein.

**SECTION 2.**

That it is in the best interest of the Village of Jackson Center and the residents thereof to enter into the proposed Interlocal Agreement with the North Central Ohio Solid Waste Management District, attached hereto, and the Village Administrator is hereby authorized to execute and deliver the Interlocal Agreement with such changes as the Village Administrator may approve as neither inconsistent with this Ordinance nor materially detrimental to the Village of Jackson Center, his execution of the Interlocal Agreement to be conclusive evidence of such approval.

**SECTION 3.**

That the provisions of the five-year contract commencing on February 1, 2017, between the North Central Ohio Solid Waste Management District and Republic Services, substantially in the form attached hereto or on file with the Village Administrator, for

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the furnishing of residential solid waste and recyclable material collection, transportation, processing and disposal to residents and municipal facilities located within the Villages of Anna, Botkins, Jackson Center, Fort Loramie and Russia, Ohio, are hereby found to be acceptable to the Mayor and Council, and the Village Administrator may consent to the provisions of said contract on behalf of the Village with such changes that the Village Administrator determines are neither inconsistent with this Ordinance nor materially detrimental to the Village of Jackson Center, his consent to be conclusive evidence of such determination.

**SECTION 4.**

That the Village Administrator is hereby authorized to take any action necessary for the Village of Jackson Center to fulfill its obligations under the Interlocal Agreement referred to in Section 2, above, and to facilitate the performance of North Central Ohio Solid Waste Management District's contract with Republic Services referred to in Section 3, above.


**SECTION 5.**

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that results in those formal actions were in compliance will all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 6.**

Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, such emergency arising out of the necessity of managing solid waste and recyclable materials generated within the Village; wherefore, this Ordinance shall take effect and be in full force from and after its passage by Council and approval by the Mayor.

Adopted this 12<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Scott Klopfenstein, Mayor


Attest:

  
\_\_\_\_\_  
Beverly A. Wren, Fiscal Officer

**CERTIFICATE OF FISCAL OFFICER AS TO POSTING**

*I certify that the above Ordinance 2016-031 has been posted as required by law. Posted in the Village Office, U.S. Bank NA, Allenbaugh Insurance, People's Federal Savings and Loan Association and the Jackson Center Library.*

Date of Posting: December 13, 2016.

Signed:   
\_\_\_\_\_  
Beverly A. Wren, Fiscal Officer

## **SOLID WASTE AND RECYCLING INTERLOCAL AGREEMENT**

This Solid Waste and Recycling Interlocal Agreement (Interlocal Agreement”), is entered into effective March 1, 2017, by and between the Board of Directors of the North Central Ohio Solid Waste Management District (the “District”) and the Villages of: (1) Anna, Ohio; (2) Fort Loramie, Ohio; (3) Russia, Ohio; (4) Jackson Center, Ohio; and (5) Botkins, Ohio (collectively, the “Villages”).

**WHEREAS**, the District is a six-County joint solid waste management district established and operated by its Board of Directors (the “Board”) pursuant to Chapter 343 and Sections 3734.52, et seq. of the Ohio Revised Code, that includes all of the territory within in Shelby County, Ohio, where all of the Villages are located; and

**WHEREAS**, Section 343.02 of the Ohio Revised Code authorizes contracts between the District and municipal corporations, and other persons or political subdivisions, to furnish solid waste collection, transfer, disposal, and recycling services within the District; and

**WHEREAS**, Sections 343.01(C) and (H) authorizes contracts between the District and municipal corporations, political subdivisions, or other persons, to maintain and operate solid waste collection and recycling systems within the District, regardless of whether such collection systems or facilities are owned or leased by the District or a contractor; and

**WHEREAS**, under Section 715.43 of the Revised Code, and Sections 3 and 4 of Article XVIII of the Ohio Constitution, municipal corporations have broad powers and discretion to contract with other parties for the provision of solid waste collection, transfer, disposal and recycling services to be supplied to the municipality or its inhabitants; and

**WHEREAS**, the District has experience and responsibility for preparing and implementing a solid waste management plan that provides for the safe and sanitary management of solid waste within all of the incorporated and unincorporated territory of the District; and

**WHEREAS**, the Villages and the District recognize that their residents, businesses, institutions, public-policy makers, and local government staff, benefit from cooperative, coordinated and shared approaches to managing solid waste and recyclable materials generated within the District; and

**WHEREAS**, the Villages desire to coordinate efforts with the District to manage the collection, transportation and disposition of solid waste and recyclable materials by authorizing the District to contract with one or more providers of solid waste and recyclable materials collection, transportation, processing and disposition services to be provided within the Villages.

**NOW, THEREFORE**, the Board of Directors of the North Central Ohio Solid Waste Management District and the Villages of Anna, Ohio, Fort Loramie, Ohio, Russia, Ohio, Jackson Center, Ohio, and Botkins, Ohio, understand and agree to incorporate the foregoing recitals as if fully set forth herein, and further agree as follows:

1. **Responsibility for Solid Waste Collection and Disposition.** For the term of this Interlocal Agreement, the District shall be responsible for the contracted collection and disposal of solid waste generated by residential premises located within the Villages. The District shall provide such collection and disposal services through a responsible contractor with at least five years of prior satisfactory experience serving cities and villages in compliance with local, state and federal laws and pursuant to terms and conditions that are acceptable to each Village. Solid waste collection shall be provided to residential customers at least once per week. The District's contractor shall directly invoice residential customers to which solid waste collection services are made available. Each Village agrees the District's contractor shall be the exclusive authorized commercial provider of solid waste collection and disposal services for residential premises located within each Village during the term of this Interlocal Agreement.
2. **Term.** The initial five-year term of this Interlocal Agreement shall commence on March 1, 2017 and expire on February 28, 2022. This Interlocal Agreement shall be automatically extended for successive renewal terms unless terminated as described in Sections 8 and 10, below.
3. **Solid Waste Management Planning.** For the duration of this Interlocal Agreement, each Village authorizes the District to include in its updated solid waste management plan provisions for the management of solid waste generated within the Village. The District shall consult and coordinate with each Village in the regularly scheduled plan review, update and implementation as it relates to the management of solid waste and recyclable materials within each Village respectively.
4. **Waste Reduction and Recycling.** The District and the Villages agree to cooperate to achieve waste reduction and recycling goals set forth in the District's updated solid waste management plan.
5. **Recycling Services.** During the term of this Interlocal Agreement, the District shall collect and process the following recyclable materials set out by residential premises located within each Village:

Newspaper, magazines, junk mail, office/school paper and phone books

Corrugated cardboard (please cut down in size to no larger than 2' x 3')

Paperboard example: cereal, rice, cracker, cake boxes

Steel and aluminum cans

Plastic bottles and jugs #1 and #2

Glass bottles and jars (clear, green and brown only)

Other materials the District may add to the list.

The District shall provide, at no additional cost, two (2) eighteen-gallon marked tubs or containers to each residential customer that has not previously been provided such containers by the District or its contractor, to be used by the customer to set out recyclable materials for collection. Recyclable materials collection shall be provided to residential customers once per week. The District reserves the right to modify the frequency of collection and the type and size of containers to be used in connection with the recycling collection program. The District shall provide such collection and disposal services through a responsible contractor with at least five years of prior satisfactory experience serving cities and villages in compliance with local, state and federal laws and pursuant to terms and conditions that are acceptable to each Village. The District's contractor shall deliver all recyclable materials collected pursuant to this Interlocal Agreement to the Shelby County Recycling Facility operated by the District. The District's contractor shall directly invoice the District on a monthly basis for recyclable material collection service provided to residential customers. The District shall invoice each Village on a monthly basis for processing recyclable materials collected from residential premises within the Village based on the following rates:

Year 1	\$3.00 per household per month
Year 2	\$3.00 per household per month
Year 3	\$3.09 per household per month
Year 4	\$3.18 per household per month
Year 5	\$3.28 per household per month

Each Village agrees the District's contractor shall be the exclusive authorized commercial provider of recyclable materials collection for residential premises located within each Village during the term of this Interlocal Agreement.

6. **Enforcement.** For the duration of this Interlocal Agreement, each Village shall maintain in effect and reasonably enforce ordinances related to the collection of solid waste and recyclable materials from residential premises located within Village, improper accumulation of solid wastes, authorization to conduct commercial collection of solid

waste and recyclable materials within the Village, and such other measures relating to solid waste and recyclable material collection that are necessary or appropriate to carry out the purposes of this Interlocal Agreement. Each Village agrees to take appropriate measures including, if necessary, the adoption and enforcement of ordinances or regulations, to prohibit any other solid waste removal or recyclable material collection service from operating within the Village with respect to residential solid waste removal and recyclable material collection and processing other than the services provided by the District and the District's contractor.


7. **Termination by Village.** Without prejudice to each Village's right to terminate this Interlocal Agreement for material breaches not enumerated in this Paragraph, the following shall constitute events of default entitling the each Village to terminate its participation in this Interlocal Agreement for cause by providing written notice to the other parties at least ninety (90) days in advance of the effective date of the termination. The Interlocal Agreement shall remain in effect between the District and each non-terminating Village.
  - a. Dissolution, cessation of operation, or bankruptcy of the District or its contractor;
  - b. The District or its contractor combines municipal solid waste collected from residential customers pursuant to this Interlocal Agreement with source-separated recyclable materials, or with hazardous, infectious, unacceptable waste, or recyclable materials collected from other sources;
  - c. Failure of the District or its contractor to carry liability insurance as required under the terms of the solid waste and recyclable material collection agreement between the District and the contractor;
  - d. The District or its contractor fails to deliver all solid waste collected under this Interlocal Agreement at a properly licensed and permitted solid waste disposal or transfer facility, or fails to deliver recyclable materials collected under this Interlocal Agreement to the Shelby County Processing Facility;
  - e. In the event of any interruption of performance of solid waste collection services or recyclable material collection for more than two (2) successive collection days, the affected Village may terminate this Agreement by providing ten (10) days advance written notice and obtain remedies if non-performance.
  
8. **Addition of Parties.** Additional municipalities, villages, or townships may become parties to this Interlocal Agreement by requesting and upon obtaining the written consent of the District and the Villages and other political subdivisions that are parties to the Interlocal Agreement at the time of such request. Upon obtaining such consent, the additional party or parties shall approve and execute the Interlocal Agreement and the

agreement(s) with the District's contractor, which shall take effect no sooner than 90 days following such approval and execution by the additional party.

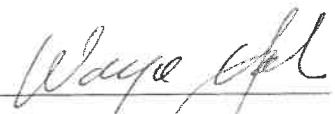
9. **District Termination.** The District may terminate this Interlocal Agreement by providing written notice to each of the Villages, or other municipality, village, or township that is then a party to the Interlocal Agreement, at least 180 days in advance of the effective date of the termination.
10. **Amendment.** This Interlocal Agreement may be amended upon the agreement of the District and the Villages. Any amendment shall be in writing, signed by the authorized officers of the District and each Village.
11. **Non-waiver.** No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed to constitute a waiver of any other term of condition or of any subsequent breach whether of the same or a different provision of this Interlocal Agreement.
12. **No Third Party Beneficiaries.** This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement effective the day and year set forth above.

**NORTH CENTRAL OHIO  
SOLID WASTE MANAGEMENT  
DISTRICT**

By:   
Name: Dennis Baker  
Title: Director  
1/18/17

**VILLAGE OF ANNA, OHIO**

By:   
Name: WAYNE YORK  
Title: VILLAGE ADMINISTRATOR  
1-20-17

**VILLAGE OF FORT LORAMIE, OHIO**

By: [Signature]  
Name: Anthony Elmström  
Title: Administrator

**VILLAGE OF RUSSIA, OHIO**

By: [Signature]  
Name: Mark Shappie  
Title: Village Administrator

**VILLAGE OF JACKSON CENTER, OHIO**

By: [Signature]  
Name: Bruce A Metz  
Title: Village Administrator

**VILLAGE OF BOTKINS, OHIO**

By: [Signature]  
Name: Randy Purdy  
Title: village Administrator



This list of BULK ITEM CHANGES are for residents on the BAG SERVICE. Residents on the Unlimited Service will not have to purchase tags.

## EXHIBIT "B"



LARGE ITEM LISTING - STICKERS REQUIRED FOR THE ITEMS LISTED BELOW	Below are the number of Stickers required for each of the items or						All Tags are \$5.00 each and Items below will require one to six tags on each item
	1	2	3	4	5	6	
AIR COMPRESSOR - 8gal AND UNDER	X						RELIEF VALVE MUST BE REMOVED
AIR COMPRESSOR - 8gal & LARGER			X				RELIEF VALVE MUST BE REMOVED
BASKETBALL HOOP AND POLE (DISASSEMBLED - POLE CUT TO 4' LENGTHS)		X					NOTHING OVER 4' IN LENGTH
BATH TUBS (NO CAST IRON)			X				NOTHING OVER 4' IN LENGTH, CUT IN HALF
BBQ GRILL - WITHOUT THE PROPANE TANK		X					REMOVE ALL CHARCOAL AND LAVA ROCK
BIKE	X						
BOX SPRINGS &/OR MATTRESSES (EACH) SINGLE		X					Must be wrapped and in plastic and secured with tape
BOX SPRINGS &/OR MATTRESSES (EACH) FULL OR QUEEN			X				Must be wrapped and in plastic and secured with tape
BOX SPRINGS &/OR MATTRESSES (EACH) KING				X			Must be wrapped and in plastic and secured with tape
BRANCHES - LESS THAN 3" IN DIA.; CUT INTO 4' SECTIONS, BUNDLED & TIED (EACH)	X						NO SHRUBS WITH DIRTY BALL, ROCKS, BRICK OR BLOCK
CABINETS (KEEP INTACT BUT NO LARGER THAN 48")		X					
CARPET CUT INTO 4' SECTIONS, BUNDLED & TIED	X						KEEP DRY
CHAIR - SMALL, KITCHEN CHAIR, END TABLE, COFFE TABLE, NIGHT STAND, SHELF	X						
COUCH			X				KEEP DRY
COUCH / SOFA SLEEPERS - HIDE-A-BED (REMOVE MATTRESS)				X			KEEP DRY
COUCH SECTIONAL - (CHARGE FOR EACH SECTION)		X	X				RECLINER SECTIONS ARE TO BE TAGGED AS RECLINERS
DRESSER (REMOVE DRAWERS)		X					
HEADBOARDS /FOOTBOARDS (CUT TO 4' LENGTH)		X					
HOT WATER HEATERS (Must have water drained out)		X					
KITCHEN TABLES (CUT TO 4' LENGTHS & TAKE OFF LEGS)		X					
LAWN MOWERS - GAS & OIL REMOVED	X						
METAL FENCING - CUT 4' LENGTHS	X						
MICROWAVE	X						
PING PONG TABLE (DISASSEMBLED)				X			MUST BE MANAGEABLE BY A 1-MAN CREW
POOLS -INFLATABLE TYPE UNDER 6' IN DIAMETER	X						
POOLS - DISASSEMBLED RIGID POOLS WITH FILTER, PUMP AND PLUMBING, UNDER 3' HEIGHT X 16' ACROSS		X					MUST BE MANAGEABLE BY A 1-MAN CREW
POOLS - DISASSEMBLED RIGID POOLS WITH FILTER, PUMP AND PLUMBING, UNDER 4' HEIGHT X 24' ACROSS				X			
RECLINER CHAIRS			X				MUST BE KEPT DRY
ROTOTILLERS - GAS & OIL REMOVED		X					
SINKS (NO CAST IRON)	X						
SLIDING GLASS SHOWER DOORS - Break out glass, put into sealed box labeled "broken glass". Cut frame 4' length.		X					
SNOW BLOWER WITH GAS & OIL REMOVED		X					
SWING SETS - METAL OR WOOD CUT INTO 4' SECTIONS BUNDLED & TIED NO CEMENT		X					
TOILETS (DISASSEMBLE TANK FROM BOWL)		X					
TRASH COMPACTOR				X			MUST BE EMPTY
TREADMILL			X				
WATER SOFTENERS (must have water drained and salt removed)				X			
WHITE GOODS - STOVE, REFRIGERATOR, WASHER, DRYER, DISHWASHER			X				A TAG FROM A CERTIFIED TECHNICIAN MUST BE ATTACHED CONFIRMING THAT ALL CFC'S/FREON HAS BEEN REMOVED
WHEEL BARREL - with a tag that says "please take as trash"	X						
WINDOW AIR CONDITIONER OR HUMIDIFIER - FREON MUST BE REMOVED AT TAGGED		X					A TAG FROM A CERTIFIED TECHNICIAN MUST BE ATTACHED CONFIRMING THAT ALL CFC'S/FREON HAS BEEN REMOVED
Please remember our collections are performed by a single operator and all items should be prepared so a single man crew can safely manage the material.							
We will not collect any liquids, pesticides, paints, ashes, hazardous, flammable or caustic material, metal or fiber drums, car parts & tires or construction debris. This							

Shelby County Consortium



EXHIBIT "C"

	Delivery	Pickup rate	Monthly Rate	Disposal Cost	
<b>2 yd</b>	Included	\$24.00	\$51.96	Included	Pick rate is only charged if container is picked up on call. Monthly rental is charged, as well. If container is scheduled 1 x wk, Rental & Pickup is included.
<b>4 yd</b>	Included	\$35.00	\$86.60	Included	Pick rate is only charged if container is picked up on call. Monthly rental is charged, as well. If container is scheduled 1 x wk, Rental & Pickup is included.
<b>6 yd</b>	Included	\$45.00	\$103.92	Included	Pick rate is only charged if container is picked up on call. Monthly rental is charged, as well. If container is scheduled 1 x wk, Rental & Pickup is included.
<b>8 yd</b>	Included	\$55.00	\$138.56	Included	Pick rate is only charged if container is picked up on call. Monthly rental is charged, as well. If container is scheduled 1 x wk, Rental & Pickup is included.
<b>20 yd</b>	Included	\$310.00	Included	Included	Rate is based on maximum of 3 ton. Over 3 ton will incur additional disposal charge of \$61.45/ton.
<b>30 yd</b>	Included	\$390.00	Included	Included	Rate is based on maximum of 4 ton. Over 4 ton will incur additional disposal charge of \$61.45/ton.
<b>40 yd</b>	Included	\$390.00	Included	Included	Rate is based on maximum of 4 ton. Over 4 ton will incur additional disposal charge of \$61.45/ton. \$/yds can be "top-heavy" and shouldn't be used unless material will be loaded uniformly.

All above rates are firm through 2-28-2019. Prices will increase annually at a rate of 3% beginning 3-1-2019.

Container rates can be discounted if placed within 20 feet of another container and picked up on the same schedule.