



## ORDINANCE 2019-014

**AN ORDINANCE AMENDING THE 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 Village and the District entered into a Solid Waste and Recycling Interlocal Agreement (the "Interlocal Agreement") effective March 1, 2017, our Ordinance 2016-031 dated December 12, 2016, pursuant to which the District is responsible for the collection and disposal of residential Solid Waste and Recyclable Materials in the Village using a contractor procured by the District; and

**WHEREAS**, the Interlocal Agreement reserves the District's right to transition customers to using wheeled carts for bi-weekly Recyclable Materials collection; and

**WHEREAS**, the Village and the District desire to amend certain provisions of the Interlocal Agreement in order to facilitate the District's transition to the use of wheeled carts for bi-weekly collection of Recyclable Materials and extension of the current Interlocal Agreement for an additional two years pursuant to the attached Interlocal Agreement.

**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 amended 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 March 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 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.**

02019-014 Solid Waste & Recycle Interlocal Agrmnt




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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 24<sup>th</sup> day of June, 2019.

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


Attest:

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

**CERTIFICATE OF FISCAL OFFICER AS TO POSTING**

*I certify that the above Ordinance 2019-014 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: June 25, 2016.

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

## AMENDMENT TO SOLID WASTE AND RECYCLING INTERLOCAL AGREEMENT

This Amendment to Solid Waste and Recycling Interlocal Agreement is entered into effective 6-7, 2019, 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 Villages and the District entered into a Solid Waste and Recycling Interlocal Agreement (the "Interlocal Agreement") effective March 1, 2017, pursuant to which the District is responsible for the collection and disposal of residential Solid Waste and Recyclable Materials in the Villages using a contractor procured by the District; and

**WHEREAS**, the Interlocal Agreement reserves the District's right to transition customers to using wheeled carts for bi-weekly Recyclable Materials collection; and

**WHEREAS**, the Villages and the District desire to amend certain provisions of the Interlocal Agreement in order to facilitate the District's transition to the use of wheeled carts for bi-weekly collection of Recyclable Materials pursuant to the Interlocal Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and other good and valuable consideration, the Parties agree as follows.

1. Existing Paragraph 2 of the Interlocal Agreement, "Term" shall be replaced with the following:

**"Term.** The initial term of this Interlocal Agreement shall commence on March 1, 2017 and expire on **February 29, 2024**. This Interlocal Agreement shall be automatically extended for successive **five-year (5) year** renewal terms unless terminated as described in Sections 8 and 10, below."

2. Existing Paragraph 5 of the Interlocal Agreement, "Recycling Services" shall be replaced with the following:

**"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

**Upon the commencement of bi-weekly Recyclable Materials collection wheeled carts, the following monthly rates for collection and processing Recyclable Materials collected from residential premises within the Village shall take effect:**

<b>Year 3</b>	<b>\$3.52 per household per month</b>
<b>Year 4</b>	<b>\$3.63 per household per month</b>
<b>Year 5</b>	<b>\$3.73 per household per month</b>
<b>Year 6</b>	<b>\$3.84 per household per month</b>
<b>Year 7</b>	<b>\$3.96 per household per month</b>

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."

IN WITNESS WHEREOF, the parties have executed this Agreement for Residential Solid Waste and Recycling Services effective the day and year set forth above.

**NORTH CENTRAL OHIO  
SOLID WASTE MANAGEMENT  
DISTRICT**

By: Jack Dewitt

Name: JACK DEWITT

Title: Executive Director

Date: 6-7-19

**ALLIED WASTE SYSTEMS, INC. D/B/A  
REPUBLIC SERVICES OF CENTRAL  
OHIO**

By: [Signature]

Name: Alan Down

Title: General Manager

Date: 6/7/19

The following officials representing the Villages that have entered into the Interlocal Agreement with the District have reviewed and approved the provisions of this Agreement for Residential Solid Waste and Recycling Services.

**VILLAGE OF FORT LORAMIE, OHIO**

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

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

Title: \_\_\_\_\_

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

**VILLAGE OF RUSSIA, OHIO**

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

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

Title: \_\_\_\_\_

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

**VILLAGE OF JACKSON CENTER, OHIO**

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

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

Title: \_\_\_\_\_

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

**VILLAGE OF BOTKINS, OHIO**

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

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

Title: \_\_\_\_\_

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

**VILLAGE OF ANNA, OHIO**

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

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

Title: \_\_\_\_\_

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