



## ORDINANCE 2024-004

**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 District and the Villages amended the Interlocal Agreement effective June 7, 2019, our Ordinance 2019-014 dated June 24, 2019 to provide for bi-weekly collection of Recyclable Materials in wheeled carts; and

**WHEREAS**, the District entered into an Agreement for Residential Solid Waste and Recycling Services with Allied Waste Systems, Inc. d/b/a Republic Services of Central Ohio, to provide solid waste and recycling services for the Villages during the term of the Amended Interlocal Agreement, and the Villages provided written consent to the terms and conditions of said Agreement between the District and Republic Services; and

**WHEREAS**, the Amended Interlocal Agreement specified the Amended Interlocal Agreement shall be automatically extended for a five (5) year renewal term upon the expiration of the initial term on February 29, 2024, unless terminated as described in Sections 8 and 10 of the Agreement; and

**WHEREAS**, the District and the Villages desire to renew the Amended Interlocal Agreement for a five (5) year term commencing March 1, 2024, and expiring on February 28, 2029, with the following price for solid waste and recyclable materials collection services:

1. During the first year of this Renewal Term (March 1, 2024 to February 28, 2025), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$17.90** per residential household; the per bag price for Refuse Bags shall not exceed **\$3.00**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.01** per residential household.
2. During the second year of this Renewal Term (March 1, 2025 to February 28, 2026), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$18.80** per residential household; the per bag price for Refuse Bags shall not exceed **\$3.15**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.21** per residential household.
3. During the third year of this Renewal Term (March 1, 2026 to February 28, 2027), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$19.73** per residential household; the per bag price for Refuse Bags shall not exceed **\$3.31**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.42** per residential household.
4. During the fourth year of this Renewal Term (March 1, 2027 to February 29, 2028), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$20.72** per residential household; the per bag price for Refuse Bags shall not

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exceed **\$3.47**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.64** per residential household.

5. During the fifth year of this Renewal Term (March 1, 2028 to February 28, 2029), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$21.76** per residential household; the per bag price for Refuse Bags shall not exceed **\$3.65**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.87** per residential household.

**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, 2024, 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, Fort Loramie, Russia, Jackson Center, Botkins and Kettlersville, 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 with 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



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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 on this date:  
January 22, 2024

  
Jesse Fark, Mayor

Attest:  
  
Beverly A. Wren, Fiscal Officer

### **CERTIFICATE OF FISCAL OFFICER AS TO POSTING**

*I certify that the above Ordinance 2024-004 has been posted as required by law. Posted on the Village Website and Social Media Page.*

Date of Posting: January 23, 2024

Signed: 

**CONSENT TO RENEWAL OF SOLID WASTE AND RECYCLING  
INTERLOCAL AGREEMENT**

**WHEREAS**, the Board of Directors of the North Central Ohio Solid Waste District (the “District”) and the Villages of: (1) Anna, Ohio; (2) Fort Loramie, Ohio; (3) Russia, Ohio; (4) Jackson Center, Ohio; (5) Botkins, Ohio; and (6) Kettlersville (collectively, the “Villages”) 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 District and the Villages amended the Interlocal Agreement effective June 7, 2019 to provide for of bi-weekly collection of Recyclable Materials in wheeled carts; and

**WHEREAS**, the District entered into an Agreement for Residential Solid Waste and Recycling Services with Allied Waste Systems, Inc. d/b/a Republic Services of Central Ohio, to provide solid waste and recycling services for the Villages during the term of the Amended Interlocal Agreement, and the Villages provided written consent to the terms and conditions of said Agreement between the District and Republic Services; and

**WHEREAS**, the Amended Interlocal Agreement specified the Amended Interlocal Agreement shall be automatically extended for a five (5) year renewal term upon the expiration of the initial term on February 29, 2024, unless terminated as described in Sections 8 and 10 of the Agreement; and

**WHEREAS**, the District and the Villages desire to renew the Amended Interlocal Agreement for a five (5) year term commencing March 1, 2024, and expiring on February 28, 2029, with the following price for solid waste and recyclable materials collection services:

1. During the first year of this Renewal Term (March 1, 2024 to February 28, 2025), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$17.90** per residential household; the per bag price for Refuse Bags shall not exceed **\$3.00**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.01** per residential household.
2. During the second year of this Renewal Term (March 1, 2025 to February 28, 2026), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$18.80** per residential household; the per bag price for Refuse Bags shall not exceed **\$3.15**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.21** per residential household.
3. During the third year of this Renewal Term (March 1, 2026 to February 28, 2027), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$19.73** per residential household; the per bag price for Refuse Bags shall not

exceed **\$3.31**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.42** per residential household.

- 4. During the fourth year of this Renewal Term (March 1, 2027 to February 29, 2028), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$20.72** per residential household; the per bag price for Refuse Bags shall not exceed **\$3.47**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.64** per residential household.
- 5. During the fifth year of this Renewal Term (March 1, 2028 to February 28, 2029), the monthly flat rate fee for Unlimited Solid Waste Curb Collection Service shall not exceed **\$21.76** per residential household; the per bag price for Refuse Bags shall not exceed **\$3.65**; and the monthly price for Recyclable Material collection curb service shall not exceed **\$4.87** per residential household.

**IN WITNESS WHEREOF**, the District and each of the Villages consent to the renewal of the Amended Solid Waste and Recycling Interlocal Agreement and the renewal of the Agreement for Residential Solid Waste and Recycling Services between the District and Republic Services of Central, Ohio, for the renewal term and prices set forth herein. The following officials representing the Villages and the District have reviewed and approved the provisions of this Consent to Renewal of Solid Waste and Recycling Interlocal Agreement.

**NORTH CENTRAL OHIO  
SOLID WASTE DISTRICT**

**VILLAGE OF ANNA, OHIO**

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

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

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

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

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

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

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

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

**VILLAGE OF FORT LORAMIE, OHIO**

**VILLAGE OF RUSSIA, OHIO**

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

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

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

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

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

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

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

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

**VILLAGE OF JACKSON CENTER, OHIO**

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

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

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

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

**VILLAGE OF BOTKINS, OHIO**

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

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

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

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

**VILLAGE OF KETTLERSVILLE, OHIO**

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

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

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

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