

ORDINANCE 2018-11

AN ORDINANCE AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND/OR MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A CONTRACT WITH THE ROSS PICKAWAY HIGHLAND FAYETTE SOLID WASTE MANAGEMENT DISTRICT ("DISTRICT") FOR THE 2019 AND 2020 CURBSIDE RECYCLING PROGRAM.

WHEREAS, the Village Council has selected to offer Opt-In curbside recycling to the residents; and

WHEREAS, the District has selected the Village to receive a 2019 and 2020 Recycling Incentive Grant to assist with the start-up of a curbside recycling program in the Village of Commercial Point.

WHEREAS, the District has detailed requirements necessary for the recycling deliverables as outlined in Attachment A of this agreement; and

WHEREAS, the District and Village wish to provide recycling containers and curbside recycling collection services to single family households in the Village of Commercial Point.

WHEREAS, Ross Pickaway Highland Fayette Solid Waste District has allocated funds in its 2019 and 2020 budgets to cover costs necessary to fulfill this Agreement.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Commercial Point, Ohio that:

SECTION 1: The Council of the Village of Commercial Point does hereby grant approval of the contracts attached as Exhibit "A" and Exhibit "B".

SECTION 2: The Village Mayor/Administrator hereby is directed to execute said contracts on behalf of the Village of Commercial Point.

SECTION 3: This Ordinance shall become effective upon the earliest date allowed by the laws of the State of Ohio.

Vote on Suspension of Readings: (Three-fourths vote, 5 votes)

Motion by: _____ 2nd _____

Roll Call:

_____ Scott O'Neil _____ Bruce Moore _____ Jason Thompson
_____ Laura Wolfe _____ Aaron Grassel _____ Ben Townsend

Vote on Passage of the Ordinance: (Two-thirds vote, 4 votes)

Motion by: Scott O'Neil 2nd Bruce Moore

Roll Call:

 Yes Scott O'Neil Yes Bruce Moore Yes Jason Thompson
 Yes Laura Wolfe Yes Aaron Grassel Yes Ben Townsend

Adopted this 5th day of November 2018.



Gary Joiner, Mayor



Wendy Hastings, Fiscal Officer

Approved as to Form:



Michael D. Hess, Law Director

EXHIBIT A

2019-2020 Recycling Incentive Grant Contract Village of Commercial Point

THIS AGREEMENT is made and entered into by and between the Ross Pickaway Highland Fayette Solid Waste Management District, 141 W Main St., Circleville, Ohio 43113 hereinafter referred to as the District and the Village of Commercial Point, hereinafter referred to as the Village.

WITNESSETH THAT:

WHEREAS, the District has selected the Village to receive a 2019 and 2020 Recycling Incentive Grant to assist with the start-up of a curbside recycling program in the Village of Commercial Point.

WHEREAS, the District has detailed requirements necessary for the recycling deliverables as outlined in Attachment A of this agreement; and

WHEREAS, the Village has been authorized by resolution of its governing body to enter into agreement with the District to administer said deliverables; and

WHEREAS, the District and Village wish to provide recycling containers and curbside recycling collection services to single family households in the Village of Commercial Point.

WHEREAS, Ross Pickaway Highland Fayette Solid Waste District has allocated funds in its 2019 and 2020 budgets to cover costs necessary to fulfill this Agreement.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, they agree as follows:

1. That the District hereby provides to the Village funds for the purpose of starting curbside recycling collection in the amount of \$3.01 per household in the Village, as of December 31, 2018 for the year of 2019, not to exceed 1000 households, and \$1.56 per household in the Village, as of December 31, 2018 for the second year in 2020 for Village residents currently receiving trash collection services from the Village.
2. The Village will submit invoices on its letterhead to the District as needed. The District will remit payment for said invoices within 45 days from the date the invoice is received by the District.
3. The Village shall obtain prior written approval from the District for any significant revision of approved activities. Costs incurred by the Village for items not a part of this agreement, any approved revisions to this agreement, or costs in excess of amounts identified in the agreement, shall not be reimbursed.
4. By December 31, 2020, the Village, shall submit its final invoice. Program status shall be reported in June and December of both 2019 and 2020 years, as outlined in Attachment A. All invoices and program status reports shall be submitted on Village letterhead, to the Ross Pickaway Highland Fayette Solid Waste District, 141 W Main St., Suite 400, Circleville, Ohio 43113.

5. That the District reserves the right, at any time after the execution of this Agreement, to terminate the contract in whole or in part upon written notification to the Village. In the event of such termination, the Village will be paid for any approved expenditures and non-cancellable obligations properly incurred prior to termination.

6. That the Village may, at any time after execution of this Agreement, terminate the contract, in whole or in part, upon written notification to the District. Upon such termination, the Village shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.

7. That the District shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this agreement. The Village shall keep said books and records in a common file to facilitate audits and inspections. Accounting records must be maintained for a period of six years, or be consistent with the local government records retention schedule, whichever is longer.

8. That period of performance for this Agreement shall begin January 1, 2019 and terminate December 31, 2020.

WITNESS WHEREOF, the parties have hereunto executed this Agreement by authority of their respective legislative bodies, this _____ day of _____, 2018 with the intent to be legally bound thereby.

ROSS PICKAWAY HIGHLAND FAYETTE

VILLAGE OF COMMERCIAL POINT:

SOLID WASTE DISTRICT:

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capabilities:

Erica Tucker, Director

D. Ross Crego, Village Administrator

Village President of Council

Gary Joiner, Mayor

EXHIBIT B

1. In an effort to establish a curbside recycling program for the residents of the Village of Commercial Point, the Village has contracted with Rumpke Waste and Recycling for the weekly collection of trash and recyclables from all single family households within the Village, starting January 1, 2019.
2. By June 30th and December 31st of each year of this agreement, the Village will provide a program status report to the District that details the amount of trash and recyclables collected by the Village, the number of households who received recycling carts and the approximate number of households participating on a regular basis (once per month), copies of any program materials developed for and distributed to residents on the program, and a general summary and timeline of activities conducted under this agreement.
3. The Village will acknowledge the District's financial support in all of the promotional and informational materials developed for the program.