

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ASHTBULA COUNTY SOLID WASTE MANAGEMENT DISTRICT AND SANDERS VILLAGE MARKET & TRUE VALUE HARDWARE

WHEREAS, Camryn Burkhammer, of the Planning and Development Department, has presented a Memorandum of Understanding for the approval of the Board, to-wit:

Scope: Memorandum of Understanding for a Single Stream Drop-Off Recycling Program with Sanders Market & True Value Hardware to fund a recycling drop-off site at Sander's Market & True Value Hardware

Parties: Sanders Market & True Value Hardware, 344 S. Chestnut St., Jefferson, OH 44047

Cost: No Cost to the County

Term: Effective retroactive to March 31, 2026 through March 31, 2028; now

THEREFORE, BE IT RESOLVED, By the Solid Waste Board of Directors of Ashtabula County, Ohio that the Memorandum of Understanding, as noted above, is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2026-3SW

March 31, 2026

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN THE ASHTABULA COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND SANDERS VILLAGE MARKET & TRUE VALUE HARDWARE**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

**ASHTABULA COUNTY SOLID WASTE MANAGEMENT
DISTRICT**

**Single Stream Drop-Off Recycling Program
2026-2028**

CONTRACT AGREEMENT:

This agreement is made and entered into by and between the *Ashtabula County* (hereinafter referred to as "*DISTRICT*"), and *Sanders Market & True Value Hardware* (hereinafter referred to as "*HOST SITE*") *WITNESSETH THAT:*

WHEREAS, funds for the program are authorized by the *DISTRICT* from March 10, 2026 through March 31, 2028.

WHEREAS, the *HOST SITE* has made available to the *DISTRICT* property for a fixed recycling drop-off program.

WHEREAS, the *HOST SITE* authorizes and enters into an agreement for the *DISTRICT* to administer the drop-off program and regulate the dates and times it will be available.

WHEREAS, funds for the program will be issued only to the approved waste hauler for the removal of recyclables for the *HOST SITE* program.

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

1. 1. That the *DISTRICT* hereby leases from the *HOST SITE* and the *HOST SITE* hereby leases to the *DISTRICT*, space to be used for the housing of three, 8-cubic yard front load recycling containers. For a total of 36 months, commencing March 10, 2026 and terminating March 31, 2028, unless extended by written agreement before that date or otherwise terminated as provided herein.

2. That the *DISTRICT* promotes the drop-off program in the form of websites, social media, newspaper print advertisements and fliers.

3. That the *HOST SITE* shall notify the *DISTRICT* in writing of any problems or complaints that are directly related to the drop-off program.

4. That the *DISTRICT* and the *HOST SITE* shall be held harmless of any liability arising out of negligence caused by the contracted waste hauler for the removal of recyclables, and the *DISTRICT* and waste hauler cannot be held liable for any negligence caused by the *HOST SITE*.

5. That the *DISTRICT* reserves the right, at any time after execution of this *AGREEMENT*, to terminate the *AGREEMENT*, in whole or in part, upon a 30 day in advance written notification to the *HOST SITE*.

6. That the *HOST SITE* may, at any time after execution of this *AGREEMENT*, terminate this *AGREEMENT*, in whole or in part, by written notice to the *DISTRICT*. In the event of such termination, the *HOST SITE* shall allow the *DISTRICT* (30) thirty days to terminate this *AGREEMENT*.

7. That the *DISTRICT* shall outline what recyclables are to be collected and the overall requirements of the program, and the *HOST SITE* shall abide by the guidelines of the proposed recycling drop-off activity.

8. That the *DISTRICT* is not responsible for any materials, recyclable or non-recyclable left at the drop-off site at dates and times when the container is not available for public use.

9. That the *HOST SITE* must make sure the drop-off site is free of unwanted debris, obstructions, or material not accepted, and the *HOST SITE* is responsible for any materials deposited at the site when it is not available for public use. On a case by case basis the *DISTRICT* may provide financial assistance to *HOST SITE* for excessive non-recyclable materials left at drop-off site.

10. That the *HOST SITE* must prepare the site for the placement of 8-cubic yard front load recycling containers and agree to monitor the drop-off site on the specified hours and days it is available for public use.

11. That the *HOST SITE* will permit the *DISTRICT* to install monitoring equipment if needed in the vicinity of the drop-off site.

12. That no funds will go to the *HOST SITE* for the recycling drop-off program.

In witness whereof, this agreement is effective upon execution by both parties:

Ashtabula County Solid Waste

Dan Swift, Sander's Market & True Value

Management District



Board of Directors, President

3-31-26

Date

Location: Sander's Market & True Value

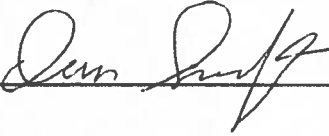
Hardware

Address

Days/Hours: 7 Days a Week

Daylight Hours

Hardware



APPROVED BY MEKB GZC

344 S Chestnut St, Jefferson, OH 44047

3/21/26

Date