

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ASHTABULA COUNTY SOLID WASTE MANAGEMENT DISTRICT AND PLYMOUTH TOWNSHIP FOR RECYCLING DROP-OFF SERVICES**

WHEREAS, Jake Brand, Director of the Community Services and Planning 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 Plymouth Township to fund a recycling drop-off site at Plymouth Township Fire Department

**Parties:** Plymouth Township Fire Department, 1001 Plymouth Rd., Ashtabula, Ohio 44004

**Cost:** No Cost to the County

**Term:** Effective retroactive to October 4, 2021 through March 31, 2023; now

THEREFORE, BE IT RESOLVED, By the Solid Waste Board 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. 2021-4SW

December 14, 2021

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BY AND  
BETWEEN THE ASHTABULA COUNTY SOLID WASTE MANAGEMENT DISTRICT  
AND PLYMOUTH TOWNSHIP FOR RECYCLING DROP-OFF SERVICES**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

**VOTE:**

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

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.



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

## Memorandum of Understanding

**Ashtabula County Solid Waste Management District**  
**and**  
**Plymouth Township**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the **Ashtabula County Solid Waste Management District** (hereinafter referred to as "DISTRICT") and **Plymouth Township** (hereinafter referred to as "HOST") for a Single Stream Drop-Off Recycling Program

*WHEREAS*, funds for the program are authorized by the *DISTRICT* from October 4, 2021 through March 31, 2023.

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

*WHEREAS*, the *HOST* 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*, the *DISTRICT* has entered into agreement with an approved waste hauler for the removal of the recyclables and the *DISTRICT* is responsible for the cost of this service.

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

That the *DISTRICT* wishes to establish a recycling drop-off site and the *HOST* hereby provides the *DISTRICT* at no cost, space at the Plymouth Township Fire Department, 1001 Plymouth Rd, OH 44004.


1. To be used for the housing of 8 cubic yard front load containers. Commencing October 4, 2021 and terminating March 31, 2023, 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* shall notify the *DISTRICT* in writing of any problems or complaints that are directly related to the drop-off program.
4. Either party may terminate this agreement with 30 days written notice to the other party.
5. That the *DISTRICT* shall provide signage and flyers showing what recyclables are to be collected, and the overall requirements of the program, and the *HOST* shall abide by the guidelines for the proposed recycling drop-off activity.
6. 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 containers are not available for public use.

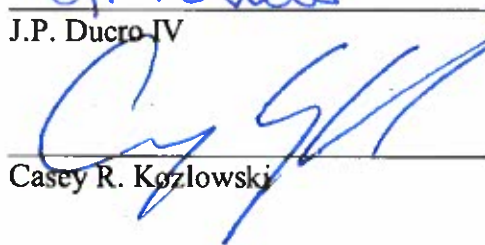
7. That the *HOST* must make sure the drop-off site is free of unwanted debris, obstructions, or material not accepted, and the *HOST* is responsible for any materials deposited at the site when it is not available for public use. On a case by case basis the *DISTRICT* may provide financial assistance to *HOST* for excessive non-recyclable materials left at drop-off site.
8. That the *HOST* must prepare the site for the placement of 8-cubic yard front load recycling containers and agree to monitor the drop-off site.
9. That the *HOST* and *DISTRICT* mutually agree the hours the drop-off site is available to the public. The drop-off site must be available a minimum of 40 hours per week.
10. That the *HOST* will permit the *DISTRICT* to install monitoring equipment if needed in the vicinity of the drop-off site.

IN WITNESS WHEREOF, this agreement is effective upon execution by both parties:

**Ashtabula County Solid Waste  
Management District**

  
Kathryn L. Whittington

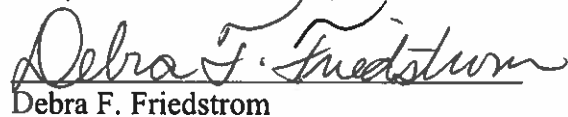
  
J.P. Ducto IV

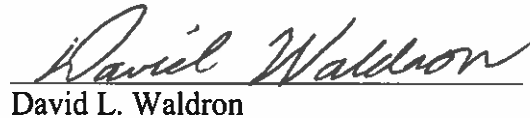
  
Casey R. Kozlowski

Date: 12-14-21


**HOST**

  
Jody R. Bancroft

  
Debra F. Friedstrom

  
David L. Waldron

Approved as to Form:

  
Colleen M. O'Toole, Esq. - Ashtabula County Prosecutor