

Sponsor:

Biggs / Petrus

RESOLUTION NO. 42-21

A RESOLUTION OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON, OHIO AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO EXTEND THE TOLLING AGREEMENT WITH THE GOODYEAR TIRE & RUBBER CO. AND DECLARING AN EMERGENCY.

WHEREAS, the City of Jackson has been notified by the Goodyear Tire & Rubber Co. of its intent to proceed with a civil lawsuit related to the former Jackson County Landfill site to recover funds spent by it for cleaning and maintenance of the landfill and that the City of Jackson, Ohio will be made a party of that civil lawsuit; and

WHEREAS, the date of the running of the statute of limitations and the date by which Goodyear has stated a lawsuit will be filed is December 16, 2021; and

WHEREAS, in order to avoid the filing of a lawsuit on or before December 16, 2021, and to allow the City of Jackson and Goodyear Tire & Rubber Co. and other parties to explore alternative resolutions, the parties may agree to extend the previous tolling agreement; and

WHEREAS, this matter constitutes an emergency necessary for the preservation of the health, safety and welfare of the City as there is deadline by which the tolling agreement must be entered and the additional time will be beneficial to the City to determine its responsibility, if any, in regards to the Jackson County Landfill.

NOW, THEREFORE, BE IT RESOLVED THAT THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON GRANTS ITS APPROVAL AND CONSENT TO THE MAYOR TO EXECUTE THE SECOND EXTENSION TO THE TOLLING AGREEMENT, ATTACHED HERETO, WITH GOODYEAR TIRE & RUBBER CO. EXTENDING THE DATE BY WHICH SUIT MUST BE FILED BY ONE YEAR, AND DECLARING AN EMERGENCY.

This Resolution is hereby declared to be an emergency Resolution necessary to maintain the public health, safety and welfare for the reasons set forth above. Therefore, this Resolution shall go into effect upon passage and as provided in Ohio Revised Code Section 731.30.

In the event this Resolution receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Resolution shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this Resolution were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, where in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 8th day of November 2021.

David J. Fuller
President of Council

ATTEST:

Cindi R. Kuhn
Clerk of the Legislative Authority

Approved this 8th day of November 2021.

Raymond
Mayor

**SECOND EXTENSION TO TOLLING AGREEMENT
BETWEEN
THE GOODYEAR TIRE & RUBBER COMPANY
AND
THE CITY OF JACKSON, OHIO
FOR THE JACKSON COUNTY LANDFILL SITE**

This Second Extension to Tolling Agreement ("Second Extension") is hereby made by and between The Goodyear Tire & Rubber Company ("Goodyear") and the City of Jackson, Ohio ("Tolling Party") with respect to the Jackson County Landfill Site ("JCL Site"). The parties to this Second Extension may also be referred to herein collectively as the "Parties," or singularly as a "Party."

WHEREAS, Goodyear alleges it has causes of action against the Tolling Party associated with the JCL Site.

WHEREAS, the Parties entered into a Tolling Agreement, effective December 1, 2019 ("Tolling Agreement") in order to pursue good faith efforts to settle, without costly and protracted litigation, the claims related to the JCL Site.

WHEREAS, the Parties entered into a First Extension to Tolling Agreement, effective December 1, 2020 through December 1, 2021 ("First Extension") to continue good faith settlement discussions.

WHEREAS, the Parties now agree, pursuant to Paragraph 3.5 of the Tolling Agreement, to further extend the term of the Tolling Agreement in order to continue good faith efforts to resolve all claims related to the JCL Site.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Second Extension, the Parties stipulate and agree as follows:

1. The Parties agree, pursuant to Paragraph 3.5 of the Tolling Agreement and First Extension, attached as **Exhibit 1**, to extend the Tolling Agreement until June 30, 2022 inclusive. This extension to the Tolling Agreement shall not be included in computing the deadline under any statute of limitations that may be applicable to the commencement of an action by Goodyear against the Tolling Party with respect to claims regarding the JCL Site.
2. No other terms of the Tolling Agreement shall be modified by this Second Extension.
3. The undersigned representatives of the Parties certify that he or she is fully authorized to enter into this Second Extension and to execute and bind such party to this document.
4. This Second Extension is effective upon execution of all of the Parties, and without the requirement of filing with any court, and may be signed in counterparts.

IN WITNESS WHEREOF, the Parties hereto enter into this Second Extension to Tolling Agreement. Each person signing this Second Extension to Tolling Agreement represents and warrants that he or she has been duly authorized to enter into this Second Extension to Tolling Agreement by the Party on whose behalf it is indicated that the person is signing.

The Goodyear Tire & Rubber Company

By: _____

Daniel T. Young
Secretary and Associate General Counsel

Dated: _____

Authorized Representative for Notice:

Gary D. Justis
The Justis Law Firm LLC
P.O. Box 3408
Crested Butte, CO 81224

City of Jackson, Ohio

By: _____

[Handwritten Signature]
Attorney for City of Jackson

Dated: 11/8/21

Authorized Representative for Notice:

Joseph D. Kirby
227 E. Main St.
Jackson, OH 454640
740-286-3735
joe@colekirbylaw.com