

ORDINANCE NO. 2019-025

**AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN
ADDENDUM TO THE CONTRACT WITH RUMPKE OF OHIO, INC. AND
DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville has previously entered into a contract with Rumpke
of Ohio, Inc.; and

WHEREAS, Rumpke of Ohio, Inc., has proposed an addendum to said contract.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Waynesville,
Ohio, 6 members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to execute an addendum to the
contract with Rumpke of Ohio, Inc., substantially in the form of the addendum attached hereto as
Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for
the immediate preservation of the public peace, health, safety, and welfare and shall be effective
immediately upon its adoption. The reason for said declaration of emergency is the need to execute
the addendum prior to the expiration of the contract to ensure uninterrupted service.

Passed this 20th day of May, 2

Mayor

Clerk of Council

ADDENDUM

This document serves to add the following to the contract dated May 24, 2006 (the "Contract") between the Village of Waynesville, Ohio (the "Village") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective June 1, 2019 and continuing through May 31, 2022 Rumpke shall continue to provide for the collection and disposal of garbage, recyclables, refuse and yardwaste within the Village of Waynesville invoiced directly to the Village on a monthly basis as follows:

June 1, 2019 to May 31, 2020:	\$15.16 Per Unit Per Month
June 1, 2020 to May 31, 2021:	\$15.56 Per Unit Per Month
June 1, 2021 to May 31, 2022:	\$15.97 Per Unit Per Month

Additional trash carts as requested will continue to be invoiced to the Village at the rate of \$3.00 each per month. Any and all applicable surcharges will be in addition to the above quoted unit rates. The monthly invoice shall be based on 1,070 units being provided with the garbage, recyclables and yardwaste collection services. Any additional units will be added at the above quoted unit rate as appropriate.

A 65-gallon recycling cart will continue to be provided at no additional charge to residents upon their specific request.

All other terms and conditions of the original contract dated May 24, 2006 shall remain unchanged.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, composting fees, surcharge fees, additional fuel costs, or as a result of imposition of new governmental regulations not in effect at the time of acceptance of said Contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials), then the Village shall, after negotiation with Rumpke and approval by the Village Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for three (3) years effective June 1, 2019 and continuing through May 31, 2022. This contract may be renewed for additional option periods upon mutual agreement of both parties.

**VILLAGE
WAYNESVILLE, OHIO.**

RUMPKE OF OHIO, INC.

20 May 2019
Date

5/3/19
Date