

RESOLUTION 2021-13
BY
MAYOR RAYMOND ARRIOLA

A RESOLUTION ACCEPTING THE ADDENDUM AND AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE MUNICIPALITY OF NEW LEBANON AND RUMPKE OF OHIO FOR THE RESIDENTIAL SOLID WASTE COLLECTION SERVICE.

WHEREAS, Rumpke of Ohio has been providing residence collection service to the Village by contract for the past three years; and

WHEREAS, it is the desire of the Village of New Lebanon to continue to receive services from Rumpke of Ohio; and

NOW, THEREFORE, Be it resolved by the Council of the Municipality of New Lebanon, Ohio:

SECTION 1: That the Municipal Manager is hereby authorized to execute an extension by addendum of the service agreement on behalf of the Municipality of New Lebanon with Rumpke of Ohio for residential solid waste collection services.

SECTION 2: The effective date of this Resolution shall be from and after the earliest Period allowed by law.

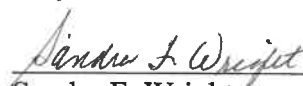
Passed the 2nd day of November, 2021.



Approved:

Raymond Arriola
Mayor

Attest:



Sandra F. Wright
Clerk of Council

Effective Date: November 2, 2021

CERTIFICATION

I, Sandra F. Wright, Clerk of Council for the Municipality of New Lebanon, Ohio do hereby certify the foregoing is a true and correct copy of Resolution 2021-13 as passed by Council and approved by the Mayor and that the same has been published as required by Section 2.17 of the Charter of the Municipality of New Lebanon.

A handwritten signature in cursive script that reads "Sandra F. Wright". The signature is written in black ink and is positioned above a horizontal line.

Sandra F. Wright
Clerk of Council

ADDENDUM

This document serves to add the following to the contract January 1, 2019 (the “Contract”) between the Village of New Lebanon, Ohio (the “Village”) and Rumpke of Ohio, Inc. (the “Contractor”).

It is hereby agreed as follows:

Effective January 1, 2022 and continuing through December 31, 2026 Rumpke shall continue to provide one (1) time per week solid waste collection and (1) time per week recycle collection for all residential units within the Village of New Lebanon. Rumpke will collect (2) large items per week. Residents should call in advance to schedule large items. Each resident will be provided with (1) 95-gallon trash cart and an 18-gallon recycle bin at no additional charge. Residents may request a 65-gallon recycle cart to hold their recyclables at no additional charge. Additional trash or recycle carts are \$3.00 each per month billed directly to the residents annually. Rumpke shall invoice the Village on a monthly basis at the rates listed below:

<u>January 1, 2022 – December 31, 2022:</u>	\$13.72 each per month
<u>January 1, 2023 – December 31, 2023:</u>	\$14.40 each per month
<u>January 1, 2024 – December 31, 2024:</u>	\$15.12 each per month
<u>January 1, 2025 – December 31, 2025:</u>	\$15.73 each per month
<u>January 1, 2026 – December 31, 2026:</u>	\$16.20 each per month

Commercial dumpster customers will be billed to the Village on a monthly basis at the rates listed below:

Commercial Pricing	Current	Year 1	Year 2	Year 3	Year 4	Year 5
2 YD 1X/WK	\$ 56.00	\$ 60.00	\$ 63.00	\$ 66.00	\$ 69.00	\$ 71.00
3 YD 1X/WK	\$ 65.00	\$ 70.00	\$ 74.00	\$ 78.00	\$ 81.00	\$ 83.00
4 YD 1X/WK	\$ 73.00	\$ 79.00	\$ 83.00	\$ 87.00	\$ 90.00	\$ 93.00
6 YD 1X/WK	\$ 91.00	\$ 98.00	\$ 103.00	\$ 108.00	\$ 112.00	\$ 115.00
8 YD 1X/WK	\$ 107.00	\$ 116.00	\$ 122.00	\$ 128.00	\$ 133.00	\$ 137.00

In lieu of a Village-wide curbside cleanup, Rumpke will increase the large item collection to (2) two items per week per residence. Rumpke will also provide a Village wide tire cleanup the second and third week in July if requested by the Village at no additional charge. Rumpke will continue to service Village facilities at no charge.

All other terms and conditions of the original contract dated January 1, 2019 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, additional fuel costs, or new or increased surcharges, fees or taxes 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 five (5) years effective January 1, 2022 and continuing through December 31, 2026. This contract may be renewed for an additional five (5) year option period upon mutual written agreement of both parties.

**VILLAGE
NEW LEBANON, OHIO**


Title: Municipal Manager


Witness

11/4/21
Date

RUMPKE OF OHIO, INC.


William J. Rumpke, Jr., President


Witness

10/15/21
Date