

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-31**

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE AMENDMENT #3 TO AGREEMENT WITH RUMPKE OF OHIO, INC. FOR SOLID WASTE COLLECTION AND CURBSIDE RECYCLING IN THE CITY OF SOUTH LEBANON, AND DECLARING AN EMERGENCY

WHEREAS, on July 5th, 2018, the then-Village Council adopted Resolution No. 2018-38 and entered into an agreement with Rumpke of Ohio, Inc. for the solid waste collection and curbside recycling for a three-year period beginning September 1, 2018, with the Village reserving the right to extend said Agreement for up to a maximum of two (2) additional one-year intervals; and,

WHEREAS, on June 20th, 2019, the Village Council adopted Resolution No. 2019-27 approving Amendment #1 with respect to a \$0.09/month increase per unit as a result of the increase in the Ohio gas tax; and,

WHEREAS, on August 5th, 2021, the Village Council adopted Resolution No. 2021-35 approving Amendment #2 with respect to approving the first of up to two (2) one-year contract extensions permitted by the original agreement;

WHEREAS, the City desires to extend the Agreement with Rumpke of Ohio, Inc. for an additional one year period from September 1, 2022 through August 31, 2023 with rates listed in the original Agreement plus the \$0.09 per unit per month as approved in Amendment #1; and

WHEREAS, immediate action is required to approve said amendment prior to September 1, 2022 which is the expiration date of the Agreement, increase and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. Approve Amendment #3 with Rumpke of Ohio, Inc., a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute an Amendment on behalf of the City.

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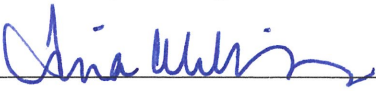
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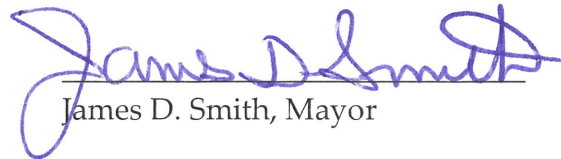
Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 4th day of August, 2022.

Attest: 
Petrina D. Williams, Fiscal Officer/Clerk


James D. Smith, Mayor

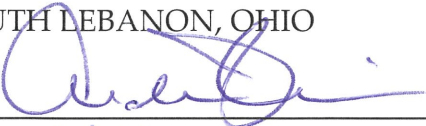
Rules Suspended: <u>8/4/2022</u> (if applicable)	Effective Date - <u>8/4/2022</u>
Vote - <u>6</u> Yeas ___ Nays	
First Reading - / /2022	Effective Date - / /2022
Second Reading - / /2022	
Third Reading - / /2022	
Vote - ___ Yeas ___ Nays	

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Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By:  _____

Date: 8/4/2022

ADDENDUM

This document serves to add the following to the contract September 1, 2018 and the Amendment to Contract dated June 28, 2019 (the "Contract") between the City of South Lebanon, Ohio (the "City") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective September 1, 2022 and continuing through August 31, 2023 Rumpke shall continue to provide one (1) time per week solid waste collection for all residential units and commercial hand-service units within the City of South Lebanon. Rumpke shall invoice the City on a monthly basis in the amount of \$12.71 per unit per month based on actual number of residences and businesses serviced. One (1) time per week curbside recycling collection will continue to be provided at the rate of \$4.29 per unit per month.

Roll off containers for special events or cleanups will be billed to the City at \$505.00 per load plus \$3.00 per day lease. Roll offs for yardwaste or storm cleanup damage will be billed to the City at \$465.00 per load plus \$3.00 per day lease.

All other terms and conditions of the original contract dated September 1, 2018 and Amendment to Contract dated June 28, 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 City shall, after negotiation with Rumpke and approval by the City Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

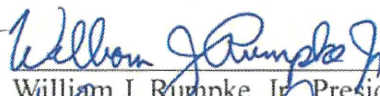
In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, 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 one (1) year effective September 1, 2022 and continuing through August 31, 2023. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

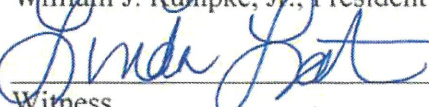
**CITY OF
SOUTH LEBANON, OHIO**

RUMPKE OF OHIO, INC.


Title: Mayor


William J. Rumpke, Jr., President


Witness Fiscal Officer


Witness

Date 8/17/22

Date 8/12/22