

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A CONTRACT AMENDMENT WITH RUMPKE OF NORTHERN OHIO, INC. TO EXTEND THE SOLID WASTE DISPOSAL AND RECYCLING SERVICE AGREEMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Village and Rumpke of Northern Ohio ("Rumpke") executed an agreement for Solid Waste Disposal and Recycling Services ("Agreement") on November 28, 2017;

WHEREAS, the Agreement between Rumpke and the Village is set for expire on December 31, 2020; and

WHEREAS, Rumpke's Option Bid No. 2 for solid waste disposal and recycling services, which was incorporated and made part of the contract documents, provided a per unit cost of \$13.49 per month for 2018, 2019, 2020, and a per unit cost of \$14.26 per month for optional years 2021 and 2022; and

WHEREAS, the Village and Rumpke desire to amended the contract in order to exercise optional year 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Richfield, County of Summit; State of Ohio that:

- SECTION 1. The Mayor and Finance Director are authorized and directed to execute the Contract Amendment with Rumpke of Northern Ohio, Inc. for solid waste and recycling services for 2021 substantially in accordance with the Contract Amendment attached hereto as Exhibit "A" and incorporated herein fully as if by reference.
- SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with legal requirements, including Section 121.22 of the Ohio Revised Code.
- SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to authorize the contract amendment for solid waste disposal and recycling services; wherefore, provided this Ordinance receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the

Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 11-17-2020



President of Council



Mayor

Dated: 11/20/2020

ATTEST:



Clerk of Council

ADDENDUM

This document serves to add to the contract dated November 28, 2017 (the "Contract") between the Village of Richfield (the "Village") and Rumpke of Northern Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective January 1, 2021 and continuing through December 31, 2021 Rumpke shall continue to provide one (1) time per week solid waste and one (1) time per week curbside recycling collection for all residential units within the Village of Richfield. Rumpke will invoice the Village on a monthly basis in the amount of \$14.26 per unit per month.

All other terms and conditions of the original contract dated November 28, 2017 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 Board of Trustees, 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 beginning January 1, 2021 and continuing through December 31, 2021. This contract can be renewed for one additional year at the same rates and terms.

VILLAGE OF RICHFIELD, OHIO

RUMPKE OF NORTHERN OHIO, INC.

Michael Wheeler
Village Administrator

William J. Rumpke, Jr.
William J. Rumpke, Jr., President

[Signature]
Witness

[Signature]
Witness

11/20/2020
Date

10/18/20
Date