

RESOLUTION NO. 23-25

**A RESOLUTION TO APPROVE A CONTRACT FOR TRASH AND RECYCLABLE  
MATERIALS REMOVAL AND DISPOSAL WITH RUMPKE**

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**WHEREAS**, the Village has advertised for bids for a contract for the collection and disposal of trash and recyclable materials within the Village; and

**WHEREAS**, the proposal of Rumpke Waste Disposal is the lowest and best conforming bid;

**BE IT RESOLVED**, by the Council for the Village of New Madison, County of Darke and State of Ohio that the Mayor is hereby authorized to enter into the attached contract with Rumpke Waste Disposal, designated Exhibit A, for trash removal and disposal services to be provided by Rumpke.

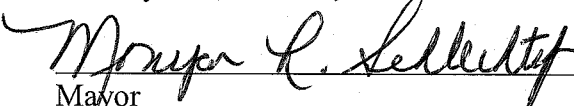
Passed this 19<sup>th</sup> day of December, 2023.

  
\_\_\_\_\_  
President of Council

ATTEST:

  
\_\_\_\_\_  
Fiscal Officer

APPROVED by the Mayor this  
19<sup>th</sup> day of December, 2023

  
\_\_\_\_\_  
Mayor

## CONTRACT FOR WASTE REMOVAL SERVICES

THIS CONTRACT, made and entered into on this 17th day of Dec, 2023 by and between the Village of New Madison, Ohio (hereinafter referred to as "Village") and Rumpke of Ohio, Inc. (hereinafter referred to as "Contractor"), consists of the following: the Village's bid specifications, Rumpke's November 20, 2023 bid proposal, and this document.

Effective February 1, 2024 and concluding January 31, 2027 Rumpke will provide one time per week solid waste collection services for each residential household within the Village of New Madison on Tuesday of each week. Each residence will be provided with one (1) 95-gallon trash cart for solid waste collection. All solid waste must be placed inside this provided container. Additional 95-gallon trash carts, if required for additional solid waste, will be available for a monthly charge of \$4.00 per month to be billed directly to participating residents. Three (3) large and/or bulky items per residence will be collected one (1) time per month on the first Tuesday of the month.

In addition, Rumpke will provide one (1) time per week curbside recycling collection for all residents within the Village of New Madison. Each residence will be provided with an 18-gallon recycling bin to be serviced on Tuesday of each week.

Rumpke will invoice the Village of New Madison on a monthly basis as follows:

<b>February 1, 2024 to January 31, 2025:</b>	<b>\$19.50 Per Unit Per Month</b>
<b>February 1, 2025 to January 31, 2026:</b>	<b>\$20.48 Per Unit Per Month</b>
<b>February 1, 2026 to January 31, 2027:</b>	<b>\$21.50 Per Unit Per Month</b>

Rumpke will provide three (3) trash carts for the Fourth of July weekend, one (1) spring cleanup day and one (1) fall cleanup day at no charge to the Village.

Rumpke shall continuously maintain Workmen's Compensation insurance for the full statutory amounts required by the State of Ohio, as well as Automobile Liability and General Liability insurance against all risks involved in Rumpke's operation under this contract.

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.

The work under this Contract shall consist of the items contained in the Request for Bids, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract documents. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different act of God over which the Contractor has no control. In the event of such a flood, hurricane or other act of God, the Contractor and the Village will negotiate the payment to be made to the Contractor. Further, if the Village and the Contractor reach such agreement, then the Village shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

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, fire, 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.

If the Contractor fails to perform any material provisions of the contract, the Village shall provide notice in writing to the Contractor of the nature of the alleged failure. The Village will give the Contractor a reasonable opportunity to remedy the alleged failure. If, after a fair evaluation and due notice to the Contractor and reasonable opportunity to cure, it is determined that the Contractor is not performing the duties of the contract consistent with the terms and obligations set forth herein, the Village reserves the right to terminate the contract upon ten (10) days written notice.

The term of this contract shall be for a three (3) year period beginning February 1, 2024 and continuing through January 31, 2024. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

IN WITNESS WHEREOF, the Village of New Madison, Ohio, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Ohio, Inc., by its duly authorized representative, hereunto subscribes its name this 19<sup>th</sup> day of December, 2023 effective as of February 1, 2024

**VILLAGE OF NEW MADISON, OHIO**

[Signature]  
Witness  
[Signature]  
Mayor

12/19/2023  
Date

**RUMPKE OF OHIO, INC.**

[Signature]  
Witness  
[Signature]  
William J. Rumpke, Jr., President

11/20/23  
Date