

CITY OF CHEVIOT  
STATE OF OHIO

ORDINANCE NO. 15 – 28

**TO APPROVE AN EXTENSION OF THE CITY'S CONTRACT WITH RUMPKE, INC.; TO AUTHORIZE THE SAFETY-SERVICE DIRECTOR TO SIGN THE EXTENSION AGREEMENT ON BEHALF OF THE CITY; AND TO DECLARE AN EMERGENCY.**

**WHEREAS**, by Ordinance No. 98-50, this council approved an agreement with Rumpke, Inc. for the disposal of the City's solid waste material; and

**WHEREAS**, by its terms, that agreement authorized the parties to renew and extend the contract; and

**WHEREAS**, Rumpke has offered to extend the contract for two years at the rate of \$13.50 per cubic yard for solid waste and \$8.00 per cubic yard for yard waste; and

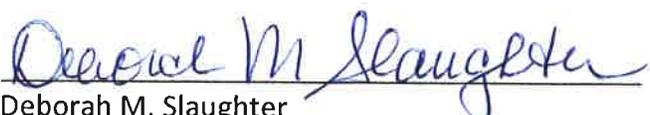
**WHEREAS**, this council believes that such an extension should be approved.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT:**

Section 1. The addendum to the 1999 agreement between the City of Cheviot and Rumpke, Inc., a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 2. The Safety-Service Director is authorized and directed to sign the addendum on behalf of the City of Cheviot.

Section 3. This ordinance shall be an emergency measure for the health, safety, and welfare of the citizens of Cheviot and shall take effect immediately. The emergency is necessary in order to allow the city to operate without an interruption in its waste collection services.

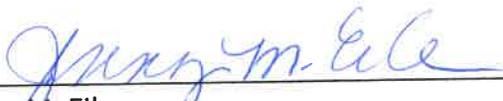
  
Deborah M. Slaughter  
President of Council

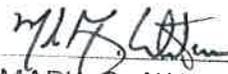
October 20, 2015  
Date passed

\_\_\_\_\_  
Samuel D. Keller  
Mayor

\_\_\_\_\_  
Date approved

Attest:

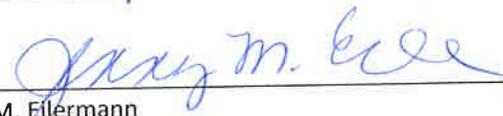
  
\_\_\_\_\_  
Jenny M. Eilermann  
Clerk of Council

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
MARK G. WATERS  
LAW DIRECTOR

CERTIFICATION OF PUBLICATION

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing ordinance, or a succinct summary, was published in the *Western Hills Press*, a newspaper of general circulation in the City of Cheviot, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates :

- 1) 10-28, 2015, and
- 2) 11-4, 2015.

  
\_\_\_\_\_  
Jenny M. Eilermann  
Clerk of Council

## ADDENDUM

This document serves to add the following to the contract dated January 19, 1999 between the City of Cheviot, Ohio and Rumpke Sanitary Landfill, Inc.

### IT IS HEREBY AGREED AS FOLLOWS:

Effective January 1, 2016 and continuing through December 31, 2017 Rumpke shall continue to furnish a designated disposal site (Rumpke Sanitary Landfill) for the disposal of all garbage and refuse collected by the City, and a yardwaste composting site (Rumpke Cincinnati Compost - Class IV Composting Facility). In exchange for providing a disposal site for garbage and refuse and a yardwaste composting site, the City shall pay according to the following schedule:

<u>January 1, 2016 to December 31, 2017:</u>	\$13.50 Per Cubic Yard – Solid Waste
	\$ 8.00 Per Cubic Yard – Yardwaste

Rates quoted above include all current applicable surcharge fees. All other terms and conditions of the original contract dated January 19, 1999 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 City shall, after negotiation with Rumpke and approval by the City, adjust the total per cubic yard disposal charge by an amount commensurate with the increased costs 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 two (2) years beginning January 1, 2016 and continuing through December 31, 2017. This Contract may be renewed for additional option periods upon mutual agreement of both parties.

**CITY OF CHEVIOT, OHIO**

**RUMPKE SANITARY LANDFILL, INC.**

\_\_\_\_\_  
Title

*William J. Rumpke, Jr.*  
\_\_\_\_\_  
William J. Rumpke, Jr., President

\_\_\_\_\_  
Witness

*Steve Lockaby*  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

*9/10/15*  
\_\_\_\_\_  
Date