

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN ADDENDUM/AMENDMENT TO CONTRACT WITH RUMPKE OF NORTHERN OHIO, INC. FOR TRASH AND RECYCLING SERVICES FOR THE YEAR 2017, AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an addendum/amendment to contract with Rumpke of Northern Ohio, Inc. for trash and recycling services for the Village during the year 2017, upon the terms and conditions as are more fully set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution 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 in order to be effective by January 1, 2017; wherefore, provided this Resolution 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: 9-20-16

*Roger Dean Swan*  
President of Council

*Bobbie Bashara*  
Mayor

Dated: 9-20-16

ATTEST:  
*Carolyn E. Sullivan*  
Clerk of Council

## ADDENDUM/AMENDMENT TO CONTRACT

This document serves to add to and amend the following to the contract dated December 14, 2012 (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, 2017 and continuing through December 31, 2017 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 \$11.59 per unit per month.

Rumpke shall provide seasonal containerized solid waste and recycling service to the Richfield Joint Recreational District at 4374 Broadview Road, Richfield, Ohio at no additional charge as follows:

8YD-MSW	1x Week:	\$95.26 Per Month
8YD-Commingled	1x Week:	\$69.28 Per Month

All other terms and conditions of the original contract dated December 14, 2012 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 one (1) year beginning January 1, 2017 and continuing through December 31, 2017.

**VILLAGE OF  
RICHFIELD, OHIO**

**RUMPKE OF NORTHERN OHIO, INC.**

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Witness

Steve Kockaby  
Witness

\_\_\_\_\_  
Date

9/9/16  
Date