

EMERGENCY ORDINANCE 2025-03

**TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A TWO-YEAR CONTRACT
EXTENSION FOR SOLID WASTE AND CURBSIDE RECYCLING COLLECTION
SERVICES WITH RUMPKE OF OHIO, INC.**

WHEREAS; it is necessary to properly protect the health, safety and welfare of the residents of the Village of Tremont City, Ohio, and

WHEREAS, in order to prevent the accumulation of solid waste and refuge within the Village of Tremont, Ohio, and

WHEREAS, in order to preserve the roads and rights-of-way within the Village of Tremont City, Ohio,

Effective July 1, 2025 and continuing through June 30, 2027 Rumpke will continue to provide one (1) time per week solid waste and curbside recycling collection for all residential units with the Village of Tremont. Rumpke will directly invoice residents as follows:

July 1,2025 to June 30,2026:


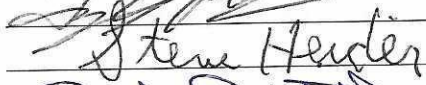
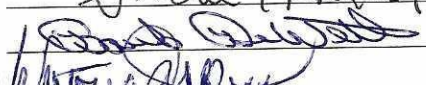
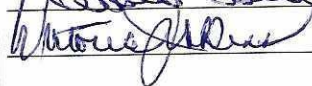
Flat-rate service option:	\$ 27.95 per month
Pay-Per-Volume option	\$ 7.78 per month
	\$ 4.43 Per Bag
2YD Containers	\$ 68.64 per month

July 1,2026 to June 30,2027

Flat-rate service option:	\$ 29.35 per month
Pay-Per-Volume option	\$ 8.17 per month
	\$ 4.65 per bag
2YD Containers	\$ 72.07 per month

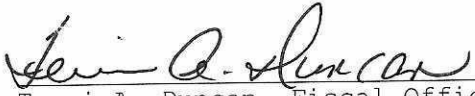
All other terms and conditions of the original contract dated June 11, 2007 shall remain unchanged.

Upon motion by Tony Flood and seconded by Barbara Dewitt, to accept this motion. The roll being called upon it's adoption which resulted as followed

	Council
	Council
	Council
	Council
_____	Council
_____	Council

Emergency Ordinance 2025-03 is here by adopted this 22nd day of May, 2025.


Tony Flood II, Mayor


Terri A. Duncan, Fiscal Officer

The State of Ohio, Clark County, ss.

I, Terri A. Duncan, Fiscal Officer for Tremont City do hereby certify that the foregoing is taken and copied from the record of the proceeding of said Village; that the same has been compared by me with the Ordinance on said Record and that it is a true or correct copy thereof.

Witness my signature, this 22nd day of May, 2025.


Terri A. Duncan, Fiscal Officer

ADDENDUM

This document serves to add the following to the contract dated June 11, 2007 and Amendment/Addendum to Contract dated March 25, 2013 between the Village of Tremont City, Ohio (the "Village") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective July 1, 2025 and continuing through June 30, 2027 Rumpke will continue to provide one (1) time per week solid waste and curbside recycling collection for all residential units within the Village of Tremont City. Rumpke will directly invoice residents as follows:

July 1, 2025 to June 30, 2026:

<u>Flat-Rate Service Option:</u>	\$27.95 Per Month
<u>Pay-Per-Volume Option:</u>	\$ 7.78 Per Month
	\$ 4.43 Per Bag

<u>2YD Container:</u>	\$68.64 Per Month
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July 1, 2026 to June 30, 2027:

<u>Flat-Rate Service Option:</u>	\$29.35 Per Month
<u>Pay-Per-Volume Option:</u>	\$ 8.17 Per Month
	\$ 4.65 Per Bag

<u>2YD Container:</u>	\$72.07 Per Month
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All other terms and conditions of the original contract dated June 11, 2007 and Amendment/Addendum to Contract dated March 25, 2013 shall remain unchanged.

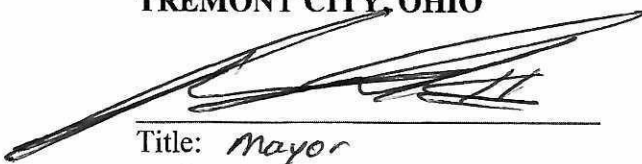
The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new 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.

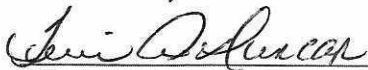
In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, 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 two (2) years effective July 1, 2025 through June 30, 2027. This contract may be renewed for additional option years upon mutual written agreement of both parties.

**VILLAGE OF
TREMONT CITY, OHIO**



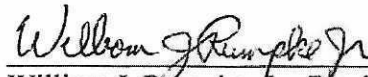
Title: *Mayor*



Witness

5/22/2025
Date

RUMPKE OF OHIO, INC.



William J. Rumpke, Jr., President



Witness

4/30/25
Date