

**RESOLUTION 24 - 56, 2024**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING TOWNSHIP ADMINISTRATOR TO ENTER INTO, AND APPROVING,  
CONTRACT ADDENDUM FOR HOUSEHOLD WASTE AND RECYCLING COLLECTION  
WITH RUMPKE OF OHIO, INC., FOR JANUARY 1, 2025 THROUGH  
DECEMBER 31, 2025, DISPENSING WITH THE SECOND  
READING, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Board of Trustees of Columbia Township authorized a contract with Rumpke of Ohio, Inc., 10795 Hughes Road, Cincinnati, Ohio, 45251, on November 18, 2020, by Resolution 20-47, and the Parties entered into a three-year Agreement for Waste and Recyclable Collection and Disposal on December 22, 2020 ("Original Agreement") for an initial period of January 1, 2021 through December 31, 2023; and

**WHEREAS**, the Original Agreement includes two one-year contract extension options for 2024 and 2025, and the Parties have determined it is in their best interests to authorize the attached 2025 Addendum to continue providing waste collection and disposal and recycling collection for one additional year in Columbia Township; and

**WHEREAS**, the 2025 Addendum is the final year authorized by the Original Agreement, and in 2025 Columbia Township will publicly bid for Waste and Recycling Collection beginning 2026; and

**WHEREAS**, the three-year Original Agreement cost totaled \$899,996.40 (\$299,998.80 annually), and the 2025 Addendum for 1,642 households is **\$16.11 monthly per household** for a total of \$26,452.62/month and \$317,431.44/year; this is approx. a 2.42% increase over 2024; and

**WHEREAS**, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

**Be it further resolved** that this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately. The reason for the emergency is the immediate need to execute the 2025 contract to provide sufficient time for Rumpke to schedule services to continue in Columbia Township for another year.

**NOW, THEREFORE, BE IT RESOLVED** by The Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Administrator to execute the 2025 Addendum with Rumpke of Ohio, Inc., for waste collection and disposal and recycling collection services for January 1, 2025 through December 31, 2025 in the amount of \$317,431.44.

Approved November 12, 2024

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**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

Motion to accept Resolution made by: Mr. Kubicki

Seconded by: Mr. Lamar

**VOTE:**

<b>TRUSTEE</b>	<b>Voting</b>	<b>Signature</b>	<b>Date</b>
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	11-12-2024
Brian Lamar, Vice-President	<u>yes</u>	<u>[Signature]</u>	11-12-2024
Steve Brokamp, Trustee	<u>yes</u>	<u>[Signature]</u>	11-12-2024
<b>ATTEST:</b>		<u>[Signature]</u>	11-12-2024
		Caroline Heekin, Fiscal Officer	

**APPROVED** as to form: \_\_\_\_\_  
Township Legal Counsel

**Refer to attached Exhibit A - 2025 Addendum.**  
**Original Agreement is available on request.**

Approved November 12, 2024

## **ADDENDUM**

This document serves to add the following to the contract dated December 22, 2020 (the "Contract") between the Columbia Township Board of Trustees (the "Township") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective January 1, 2025 and continuing through December 31, 2025 Rumpke shall continue to provide one (1) time per week solid waste collection (including yardwaste and large items collected along with the regular trash) and one (1) time per week curbside recycling collection for all residential and commercial hand-service units within Columbia Township. Commercial hand-service units will be limited to six (6) cans/bags of solid waste per week. All upholstered furniture must be wrapped in plastic prior to collection day.

Rumpke will invoice the Township monthly based on 1,642 units as follows:

January 1, 2025 to December 31, 2025:      \$16.11 Per Unit Per Month

Above quoted rates include all current applicable surcharge fees. Any additional units will be added at the above quoted unit rate.

All other terms and conditions of the original contract dated December 22, 2020 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 Township 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, 2025 and continuing through December 31, 2025. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

**COLUMBIA TOWNSHIP  
BOARD OF TRUSTEES**

**RUMPKE OF OHIO, INC.**

\_\_\_\_\_  
Title:

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

\_\_\_\_\_  
Witness

Yvonne Schueler  
Witness

\_\_\_\_\_  
Date

10/25/24  
Date