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**RESOLUTION NO. 2023-54**

**A RESOLUTION BY THE COUNCIL OF THE CITY OF WELLSTON, OHIO AUTHORIZING THE MAYOR AND/OR SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH RUMPKE OF OHIO, INC., FOR THE DISPOSAL OF SOLID WASTE AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Wellston, Ohio, has determined and identified the need to enter into an agreement whereby it may dispose of the solid waste collected by the City;

**WHEREAS**, the City of Wellston, Ohio, currently disposes its waste, by agreement at the Beech Hollow Landfill owned by Rupke and desires to continue the practice, and;

**WHEREAS**, the proposed agreement which would run from September 1, 2023, through August 31, 2026, is attached hereto and the service offered is one where provider is the sole reasonable regional provider;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WELLSTON, OHIO, WITH TWO THIRDS OF MEMBERS IN CONCURRENCE, AS FOLLOWS:**

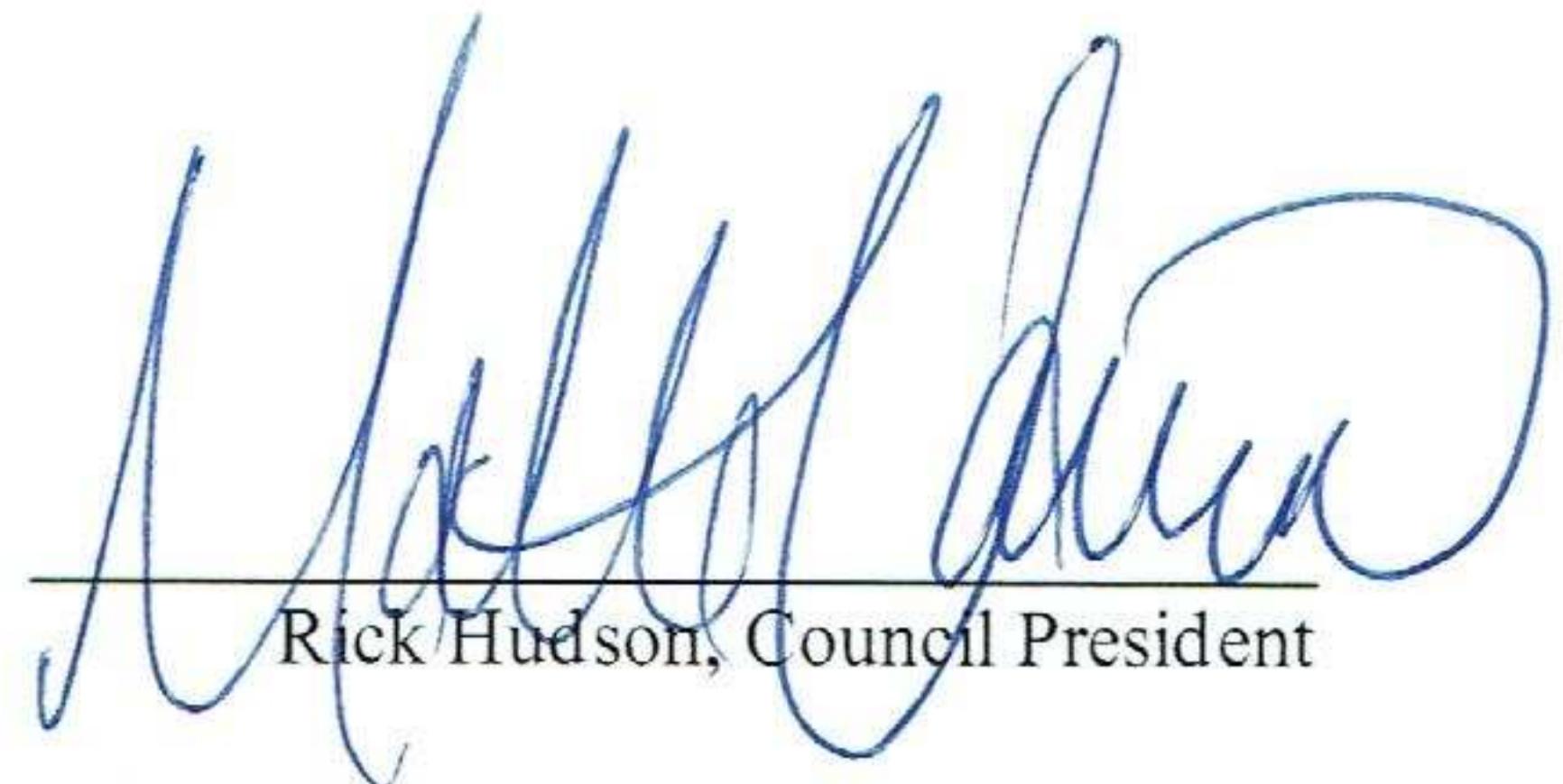
**SECTION 1.** The Mayor and/or Service Director of the City of Wellston, Ohio, are hereby authorized to execute a contract with Rumpke of Ohio, Inc., for the disposal of the City's solid waste.

**SECTION 2.** This Resolution is hereby declared an Emergency Measure pursuant to Ohio Revised Code Section 731.30 and its immediate passage is necessary in order to preserve, protect, and maintain the health, safety, and welfare of the citizens of the City of Wellston, Ohio, and as such take effect and be in full force immediately upon its passage and approval.

**SECTION 3.** In the event this Resolution receives a majority vote for passage but fails to receive the required number of votes to pass as an Emergency, this Resolution shall be deemed to have passed, but with no Emergency Clause, and shall take effect at the earliest time permitted by law.

**SECTION 4.** It is hereby found and determined that all formal acts of this Council concerning and relating to adoption of this Resolution were adopted in an open meeting of this Council and the deliberation of this Council and any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

21<sup>st</sup> PASSED AND ADOPTED by the Legislative Authority of the City of Wellston this day of September, 2023.



Rick Hudson, Council President

ATTEST:



\_\_\_\_\_  
Clerk of Council



Approved this 21<sup>st</sup> day of September, 2023.



\_\_\_\_\_  
Anthony Brenner

Published in accordance with the law on 9/21/2023 and \_\_\_\_\_; and posted at The Store, Wellston City Hall, Wellston Senior Citizens' Center, the Wellston Public Library, and the Wellston Post Office from 9/25/2023 through 10/25/2023.

## DISPOSAL AGREEMENT

THIS AGREEMENT is made as of this 21<sup>st</sup> day of September 2023 by and between Rumpke of Ohio, Inc. ("Rumpke") and the City of Wellston, Ohio ("Wellston") for the purpose of the disposal of non-hazardous solid waste.

1. **SERVICES**. During the term of this Agreement, Wellston shall deliver to Rumpke's Beech Hollow Sanitary Landfill, and Rumpke shall receive and dispose of at such landfill, all of Wellston's non-hazardous solid waste. "Solid waste" shall be defined as all solid waste EXCEPT radioactive, volatile, highly flammable, biomedical waste, explosive, toxic, hazardous material as such exceptions are defined in all present and future federal, state or local government regulations. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1979, as amended, and including future amendments thereto, and applicable state law.

2. **AGREEMENT TERM**. The term of this Agreement shall be for a period of three (3) years commencing on September 1, 2023 and ending on August 31, 2026. The Agreement may be renewed for additional one-year terms upon mutual agreement of the parties not less than 60 days prior to the expiration of the current term.

### 3. **DISPOSAL RATES**

A. **Solid Waste Disposal Rate**. Pricing for the disposal of solid waste by Wellston shall be as follows for municipal solid waste (MSW) and construction and demolition (C&D) material:

September 1, 2023 to August 31, 2024: \$33.02 Per Ton – MSW

September 1, 2024 to August 31, 2025: \$34.01 Per Ton – MSW

September 1, 2025 to August 31, 2026: \$35.03 Per Ton – MSW

Pricing set forth is inclusive of current fees, taxes, and governmental surcharges. In the event of any increase in such fees, taxes, or governmental surcharges during the term of this Agreement, pricing shall be adjusted to the extent of such increase.

B. **Payment Terms and Conditions.** Rumpke will invoice Wellston monthly. Payment is due within 30 days from date of the invoice.

4. **PROPER DISPOSAL.** Rumpke represents and warrants that all solid waste will be disposed of in a manner consistent with all federal, state and local laws and regulations.

5. **FORCE MAJEURE.** Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to the following force majeure events:

- a. Strike, riots, public disorders or war;
- b. Fires, floods, earthquakes, tornadoes, high water table, unusually severe weather conditions or other Acts of God;
- c. Actions or decrees of local, state or federal governmental bodies, agencies or courts;
- d. Unforeseen soil, bedrock or substrata conditions.

The party experiencing the force majeure event shall provide the other party with prompt notice of any of the foregoing and proceed in a reasonable and diligent manner in attempting to remedy such causes where possible. If the force majeure cannot be cured, either party can terminate this Agreement without penalty.

6. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the other party, which consent may not unreasonably be withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **SEVERABILITY AND SURVIVAL.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. **INDEMNITY.** Wellston hereby agrees to indemnify and hold Rumpke harmless from and against any and all loss, damage, suits, liability and expenses (including but not limited to reasonable legal expenses) arising out of any claim for loss of or damage to property, including Rumpke's property, and injuries or death of persons, including Rumpke's or Wellston's employees, caused by or resulting from the negligence or willful misconduct by Wellston, its employees or agents of Rumpke's rules and/or regulations while its employees or agents are on Rumpke property, or for the delivery of any waste other than solid waste.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Wellston and Rumpke hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, facts or omissions thereof, either written or oral, with respect to the subject matter hereto. No changes, alternations, or modifications to this Agreement will be effective unless in writing and signed by Wellston and Rumpke.

**IN WITNESS WHEREOF**, each party hereto warrants that this Agreement has been duly authorized by all necessary corporate action and this Agreement has been duly executed by and constitutes a valid and binding agreement of that party.

**CITY OF WELLSTON**

By: 

Its: Mayor

**RUMPKE OF OHIO, INC.**

By: \_\_\_\_\_  
William J. Rumpke, Jr.

Its: President