

CONTRACT FOR SOLID WASTE COLLECTION & DISPOSAL

THIS CONTRACT, made and entered into on this 29th day of April, 2025 by and between the Village of West Lafayette, Ohio (hereinafter referred to as "Village") and Rumpke of Ohio, Inc. (hereinafter referred to as "Rumpke"), consists of the following: the Village's Bid, Rumpke's February 24, 2025 bid proposal, and this document.

Effective July 1, 2025 and continuing through June 30, 2027 Rumpke will provide one (1) time per week curbside residential solid waste collection and disposal on an exclusive basis. Residential solid waste collection will be limited to two (2) cubic yards per collection day. Rumpke will collect one (1) large item per week on regular collection day. All upholstered furniture must be wrapped and sealed in plastic prior to collection day. All appliances containing CFCs/Freon must be removed and tagged as such by a licensed technician. All waste must be contained in a manner which prevents loose trash from becoming litter. No solid waste will be collected in cardboard boxes set out for collection. Cardboard boxes should be broken down, bundled, tied and placed at the curb for collection. Drums and/or barrels are not acceptable waste containers and will be assumed trash if placed at the curb.

Rumpke will bill the residents on a quarterly basis, one month in advance of the quarter at the rates listed below:

July 1, 2025 through June30, 2026

Residential Curbside Service: \$22.62 Per Unit, Per Month
95-gallon Trash Carts \$3.50/Each

July 1, 2026 through June30, 2027

Residential Curbside Service: \$23.48 Per Unit, Per Month
95-gallon Trash Carts \$3.50/Each

ADDITIONAL OPTION YEARS

July 1, 2027 through June30, 2028

Residential Curbside Service: \$24.37 Per Unit, Per Month
95-gallon Trash Carts \$3.50/Each

July 1, 2028 through June30, 2029

Residential Curbside Service: \$25.30 Per Unit, Per Month
95-gallon Trash Carts \$3.50/Each

Village of West Lafayette Facilities listed within the bid proposal will be serviced at no additional charge. Rumpke will provide (2) 30 yard roll off containers two (2) times per year for Village Clean Up Day. All services will be performed in strict accordance with the Request for Proposals.

Rumpke shall continuously maintain Workers Compensation insurance for the full statutory amounts required by the State of Ohio, General Liability insurance against all risks involved in Rumpke's operation under this contract, and Automobile Public Liability insurance against all risks caused by the maintenance, use and operation of motor vehicles by Rumpke. In each case, a Certificate of Insurance describing the coverage of each policy shall be furnished to the Village on an annual basis or as may be more frequently requested by the Village.

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, surcharge fees, additional fuel costs) 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, 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, fire, 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.

This contract shall be effective for a period of two (2) years beginning July 1, 2025 and continuing through June 30, 2027. This contract may be renewed for two (2) additional option periods, upon mutual written agreement of both parties.

IN WITNESS WHEREOF, the Village of West Lafayette, Ohio, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Ohio, Inc., by its duly authorized representative, hereunto subscribes its name this 29th day of April, 2025, effective as of July 1, 2025.

**VILLAGE OF
WEST LAFAYETTE, OHIO**

[Signature]
Witness

4-29-2025
Date

[Signature]
Title:
Village Administrator

RUMPKE OF OHIO, INC.

[Signature]
Witness

4/29/25
Date

[Signature]
William J. Rumpke, Jr., President