

VILLAGE OF HAMERSVILLE

RESOLUTION NO. 1992-07

A RESOLUTION SETTING RATES FOR GARBAGE COLLECTION AND
DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Hamersville, Brown
County, Ohio, at least a majority of its members concurring:

Section 1. The Village will charge each residential household the sum of
\$6.25 (six dollars and twenty five cents) per month for garbage collection effective
January 1, 1993. This fees shall be added and collected with the monthly utility
charges for each household.

Section 2. This Ordinance is hereby declared to be an emergency
measure for the reason that it directly affects the health safety and welfare of the
residents of the Village of Hamersville.

Adopted:


Mayor

Attest:

Hamersville Village Clerk

ADDENDUM

This document serves to add the following to contract dated January 1, 1991.

It is hereby agreed as follows:

Effective January 1, 1993 to December 31, 1993 Village invoice will be based upon \$6.00 per unit per month. All applicable surcharges will be in addition to the above rate.

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 will accept the adjustment in the unit price if it is demonstrated that the adjustment only allows for increased costs actually incurred by the Contractor.

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) natural disaster, actions or decrees of governmental bodies or not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so effected shall immediately give notice to the other party. Upon receipt of such 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.

VILLAGE OF HAMERSVILLE, OHIO

RUMPKE WASTE, INC.

Signed

James Brown Hays

Signed

J. Brown Hays

Witness

Martha Jones

Witness

Marilyn Casaroli

Dated

10-5-92

Dated

9.14.92



WASTE COLLECTION & DISPOSAL SYSTEMS
10795 Hughes Road, Cincinnati, Ohio 45251

September 11, 1992

1992-7 Resolution

Village of Hamersville
P. O. Box 146
Hamersville, Ohio 45130

Subject: 1993 Waste Removal Contract

Dear Village Clerk:

Enclosed please find renewal contract for 1993.

Because of increased governmental regulations upon our industry, it has become the company policy to enter into an addendum to its contract at the time of renewal.

We have, therefore, enclosed for your review an addendum to our existing contract. You will note that the terms of the addendum deal with the effects upon our contract in the event of certain governmental regulations and a possible fee increase which might arise therefrom.

Rumpke hopes the addendum is satisfactory to you and, if it is, please sign and return one (1) copy in the enclosed self-addressed stamped envelope.

If you have any questions or need further information, please contact this writer or Mr. Bruce Wilcox, Director of Marketing.

Thank you,

RUMPKE WASTE, INC.

Marilyn Casaceli

Marilyn Casaceli
Company Representative

MC/sl

Encl.