

*Accepted 11/10/97 Per motion
of Council. No rate increase
to be passed on to customers.*

ADDENDUM

This document serves to add the following to the contract dated January 1, 1991 between the Village of Hamersville and Rumpke Waste, Inc.

It is hereby agreed as follows:

Effective January 1, 1998 through December 31, 1998 the Village's invoice will be based on \$7.85 per unit per month. Any and all applicable surcharges will be in addition to the above quoted 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, composting 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 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 one (1) year effective January 1, 1998 and continuing through December 31, 1998. This contract may be renewed for additional years upon mutual agreement of both parties.

**VILLAGE OF
HAMERSVILLE, OHIO**

Walter Thies
Title:

J K Oster
Witness

11/10/97
Date

RUMPKE WASTE, INC.

Marilee Casaroli
Municipal Contract Manager

Sue Lockaby
Witness

10-21-97
Date