

**Record of Ordinances**

**Ordinance No.: 2025-12**

**Passed: April 14, 2025**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND/OR VILLAGE ADMINISTRATOR OF THE VILLAGE OF WEST LAFAYETTE, OHIO TO SIGN A CONTRACT FOR VILLAGE-WIDE TRASH SERVICE IN THE VILLAGE**

**WHEREAS**, the Citizens of the Village of West Lafayette voted in the November 2024 General Election in favor of the Council of the Village of West Lafayette to seek negotiations and bids for village wide trash services; and

**WHEREAS**, a Notice to Bidders was published and sealed bids were accepted, opened and read on February 24, 2025 with Rumpke Waste and Recycling Services (Rumpke) being the only bid packet received; and

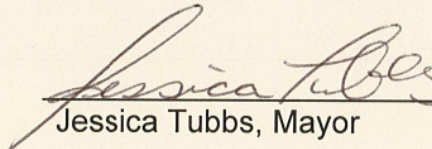
**WHEREAS**, the Council of the Village of West Lafayette has been advised of the contents of the contract with Rumpke for providing village-wide trash services; and

**WHEREAS**, a copy of the contract has been attached hereto.


**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL** of the Village of West Lafayette, Coshocton County, Ohio that:

**Section 1.** The Mayor and/or Village Administrator are authorized and directed to sign said contract with Rumpke Waste and Recycling Services.

PASSED IN COUNCIL THIS 14<sup>th</sup> day of April, 2025.

  
\_\_\_\_\_  
Jessica Tubbs, Mayor

ATTEST:

  
\_\_\_\_\_  
Amy Bourne, Fiscal Officer

## **CONTRACT FOR SOLID WASTE COLLECTION & DISPOSAL**

THIS CONTRACT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 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 provide one (1) 95-gallon trash cart with curbside service. 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 stored 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:	\$25.62 Per Unit, Per Month
Additional 95-gallon Waste Carts	\$3.50/Each

### **July 1, 2026 through June30, 2027**

Residential Curbside Service:	\$26.48 Per Unit, Per Month
Additional 95-gallon Waste Carts	\$3.50/Each

### **ADDITIONAL OPTION YEARS**

### **July 1, 2027 through June30, 2028**

Residential Curbside Service:	\$27.37 Per Unit, Per Month
Additional 95-gallon Waste Carts	\$3.50/Each

### **July 1, 2028 through June30, 2029**

Residential Curbside Service:	\$28.30 Per Unit, Per Month
Additional 95-gallon Waste Carts	\$3.50/Each

Village of West Lafayette Facilities listed within the bid proposal will be serviced at no additional charge. 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 \_\_\_\_ day of \_\_\_\_\_, 2025, effective as of July 1, 2025.

**VILLAGE OF  
WEST LAFAYETTE, OHIO**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

**RUMPKE OF OHIO, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
William J. Rumpke, Jr., President

\_\_\_\_\_  
Date