

## ADDENDUM

This document serves to add the following to the contract dated April 18, 2019 between the Hartford Township, Ohio and Rumpke of Ohio, Inc.

It is hereby agreed as follows:

Effective May 1, 2022 and continuing through April 30, 2025 Rumpke will continue to provide one (1) time per week curbside solid waste collection on an exclusive basis for all residents within the Hartford Township. 95-gallon waste carts will be made available at \$3.50 per cart, billed directly to the resident. Rumpke will individually invoice residents on a quarterly basis as follows:

|                                       |  |
|---------------------------------------|--|
| <u>May 1, 2022 to April 30, 2025:</u> | \$19.28 Per Unit, Per Month Regular Services |
|                                       | \$17.35 Per Unit, Per Month Senior Services  |

All other terms and conditions of the original contract dated April 18, 2019 shall remain unchanged.

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, additional fuel costs, or new or increased surcharges, fees or taxes 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 three (3) years effective May 1, 2022 and continuing through April 30, 2025. This contract may be renewed for additional option periods upon mutual agreement of both parties.

**HARTFORD TOWNSHIP, OHIO**

*Carlton Weston*

Title:

*Trustee*

Witness

*2-23-22*

Date

*James W. Cooper, Trustee*  
*TRUSTEE*

**RUMPKE OF OHIO, INC.**

*William J. Rumpke, Jr.*

William J. Rumpke, Jr., President

*Linda Lat*  
Witness

*2/23/22*

Date