

BOARD OF TRUSTEES  
MARY MAKLEY WOLFF  
KENDAL A. TRACY  
MARK C. SCHULTE

FISCAL OFFICER  
ERIC C. FERRY

ADMINISTRATOR  
PUBLIC SAFETY DIRECTOR  
STEPHEN M. KELLY



ADMINISTRATION  
513-248-3725  
513-248-3730 (FAX)  
COMMUNITY DEVELOPMENT  
513-248-3731  
SERVICE DEPARTMENT  
513-248-3728  
POLICE DEPARTMENT  
513-248-3721  
FIRE & EMS  
513-248-3700  
RECREATION  
513-248-3727

## MIAMI TOWNSHIP

6101 MEIJER DRIVE • MILFORD, OH 45150-2189

### RESOLUTION 2025-09

The Board of Trustees of Miami Township, Clermont County, Ohio met in regular session at the Miami Township Civic Center on February 18, 2025, with the following members present: Mark Schulte, Ken Tracy and Mary Makley Wolff.

A motion was made to adopt the following Resolution:

#### **RESOLUTION AUTHORIZING APPROVAL OF AN EXTENSION AGREEMENT WITH RUMPKE OF OHIO, INC. FOR WASTE SERVICES, DISPENSING WITH A SECOND READING, AND DECLARING AN EMERGENCY**

**WHEREAS**, The Board of Trustees of Miami Township seeks to extend a 2007 agreement with Rumpke of Ohio, Inc. related to waste services it provides for Township facilities.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Miami Township, Clermont County, Ohio as follows:

**SECTION 1:** The Administrator/Public Safety Director is hereby authorized to execute an agreement with Rumpke of Ohio, Inc. for waste services on behalf of the Board of Trustees of Miami Township, Clermont County, Ohio (the "Agreement"). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

**SECTION 2:** The Board does hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and authorizes the adoption of this Resolution upon its first reading.

**SECTION 3:** That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4:** This Resolution shall take effect at the earliest period allowed by law.

**SECTION 5:** This Resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, welfare and morals of Miami Township specifically in order to allow for uninterrupted waste service for Township facilities, and this legislation shall take effect immediately upon its passage by the affirmative vote of all members of the Board.

First Reading: February 18, 2025  
Second Reading: Dispensed with  
Effective: February 18, 2025

Trustee Wolff made the Motion and it was seconded by Tracy. On the roll call being called the vote resulted as follows:

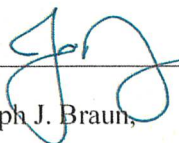
Mr. Schulte	<u>X</u>
Mr. Tracy	<u>X</u>
Ms. Wolff	<u>X</u>

Resolution 2025-09 was adopted February 18, 2025.

**ATTEST:**

Eric C. Ferry  
Eric C. Ferry, Fiscal Officer

**APPROVED AS TO FORM:**

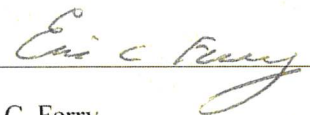
  
\_\_\_\_\_

Joseph J. Braun,

Township Law Director

**CERTIFICATION OF FUNDS**

I hereby certify that at the time of making of this certification the amount required to meet the obligations set forth in this Resolution has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

  
\_\_\_\_\_

Eric C. Ferry

Fiscal Officer, Miami Township

**R2025-09 Exhibit A**

**ADDENDUM**

This document serves to add the following to the contract dated December 21, 2007 (the "Contract") between the Miami Township (the "Township") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective March 1, 2025 and continuing through February 28, 2029 Rumpke shall continue to provide waste removal services for Township facilities at the rates listed on the Attachment A.

All other terms and conditions of the original contract dated December 21, 2007 and shall remain unchanged.

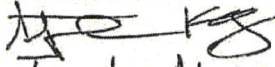
The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new 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 Township shall, after negotiation with Rumpke and approval by the Board of Trustees, 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 four (4) years effective March 1, 2025 and continuing through February 28, 2029. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

**MIAMI TOWNSHIP,  
CLERMONT COUNTY, OH**

  
Township Administrator

Title:

  
Witness

2/20/25

Date

**RUMPKE OF OHIO, INC.**

  
William J. Rumpke, Jr., President

  
Witness

2/20/25

Date



## ATTACHMENT A

### MIAMI TOWNSHIP-CLERMONT COUNTY LIST OF LOCATIONS

LOCATION	Street #	Street Name	Charge Code Description	# PU'S	2025	2026	2027	2028
MIAMI RIVERVIEW PARK	587	BRANCH HILL LOVELAND RD	8YD FL/MONTH-MSW	1	\$127.46	\$132.56	\$137.86	\$143.38
MIAMI TOWNSHIP	5900	MCPICKEN RD	95 GAL CART/MONTH-COM MIX	1	\$6.00	\$6.24	\$6.49	\$6.75
MIAMI TOWNSHIP	5900	MCPICKEN DR	8YD FL/MONTH-MSW	2	\$217.00	\$225.68	\$234.70	\$244.09
MIAMI MEADOW PARK	1546	STATE ROUTE 131	8YD FL/MONTH-MSW	3	\$320.12	\$332.93	\$346.25	\$360.10
MIAMI TOWNSHIP FIRE DEPT-SOUTH	1154	US HIGHWAY 50	2YD FL/MONTH-MSW	1	\$68.18	\$70.91	\$73.74	\$76.69
MIAMI TOWNSHIP FIRE DEPT	6492	BRANCH HILL GUINEA RD	4YD FL/MONTH-MSW	1	\$82.62	\$85.92	\$89.36	\$92.94
MIAMI TOWNSHIP	6101	MEJER DR	8YD FL/MONTH-MSW	2	\$217.00	\$225.68	\$234.70	\$244.09
EVERGREEN CEMETARY	234	CENTER ST	RL HAND SVC/MONTH-MSW	1	\$57.11	\$59.39	\$61.77	\$64.24
MIAMI TOWNSHIP	5951	BUCKWHEAT RD	95 GAL CART LEASE	0				
MIAMI TOWNSHIP	5951	BUCKWHEAT RD	6YD FL/MONTH-MSW	1	\$95.43	\$99.24	\$103.21	\$107.34
MIAMI TWP PARK	1546	MIAMI MEADOW	EVENT PT LEASE	0	\$23.70	\$24.65	\$25.63	\$26.66
MIAMI TWP PARK	1546	MIAMI MEADOW	HANDICAP PT LEASE	0	\$11.85	\$12.32	\$12.82	\$13.33
MIAMI TWP PARK	1546	MIAMI MEADOW	EVENT PT MONTH	2	\$299.82	\$311.82	\$324.29	\$337.26
MIAMI TWP PARK	1546	MIAMI MEADOW	HANDICAP PT MONTHLY SVC	2	\$177.76	\$184.88	\$192.27	\$199.96
MIAMI TWP PARK	6007	MEJER DR	30YD RO LEASE	0	-	-	-	-
MIAMI TWP PARK	6007	MEJER ST	30YD RO DELIVERY	0	\$81.08	\$84.32	\$87.70	\$91.21
MIAMI TWP PARK	6007	MEJER ST	30YD RO LOAD/MSW*	0	\$497.30	\$517.19	\$537.88	\$559.39
MIAMI TWP PARK	6007	MEJER ST	30YD RO REMOVAL/MSW*	0	\$497.30	\$517.19	\$537.88	\$559.39
MIAMI TWP PARK	6007	MEJER ST	30YD RO DEAD RUN	0	\$103.95	\$108.11	\$112.43	\$116.93
MIAMI TWP PARK	6007	MEJER ST	30YD RO TON/MSW	0	\$49.73	\$51.72	\$53.79	\$55.94

\* RATE INCLUDES 5 TONS PER 30 YARD ROLL OFF LOAD

NO FUEL SURCHARGE WILL BE CHARGED FOR THE CLEANUPS.