

RECORD OF RESOLUTIONS

Resolution No. 27-2024

Passed: October 22, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 3 WITH SYNAGRO CENTRAL, LLC TO EXTEND AMENDMENT NO. 2 OF THE ORIGINAL AGREEMENT FOR HAULING AND LANDFILL DISPOSAL OF DEWATERED BIOSOLIDS THROUGH OCTOBER 31, 2027.

WHEREAS, the current Amendment No. 2 with Synagro Central, LLC to provide Hauling and Landfill Disposal of Dewatered Biosolids from the Wastewater Treatment Plant expires October 31, 2024, and:

WHEREAS, Synagro Central, LLC has agreed to extend the Agreement via Amendment No. 3 for a three-year period at a rate of \$79.15 per wet ton and \$198.01 per load charge until October 31, 2025 (Year 1 of the contract), and CPI adjustments with a base month being August of the previous year for Year 2 until October 31, 2026 and Year 3 until October 31, 2027.

NOW, THEREFORE, BE IS RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO, THAT:

Section 1: The City Manager is hereby authorized to execute the attached Amendment No. 3 with Synagro Central, LLC for Hauling and Landfill Disposal of Dewatered Biosolids from the Wastewater Treatment Plant.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3: This resolution shall be in full force and effect from and after its date of passage.

Passed: October 22, 2024



Mayor

Attest: 

Clerk of Council

Effective Date: October 22, 2024



AMENDMENT TO HAULING AND LANDFILL DISPOSAL OF
DEWATERED BIOSOLIDS BETWEEN THE
CITY OF WEST CARROLLTON, OH
AND SYNAGRO CENTRAL, LLC
AMENDMENT NO. 3

THIS AMENDMENT (3rd)("Amendment") is made as of September 23, 2024 to the Biosolids Disposal Agreement dated November 19, 2015 (as amended, modified and supplemented as of the date hereof, the "Agreement") by and between the City of West Carrollton, Ohio and Synagro Central, LLC ("Service Provider").

WITNESSETH:

WHEREAS, The City and Service Provider are parties to the Agreement;
and

WHEREAS, the Agreement expires by its terms on October 31, 2018 and the second amendment expires on October 31, 2024; and

WHEREAS, The City and Service Provider desire to extend the Agreement and amend certain of its terms as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto intending to be legally bound hereby agree as follows:

1. The term of the contract shall be extended for a period of Three (3) years commencing on November 1, 2024 and continuing through October 31, 2027. The Service Provider and City further agree that at the end of this term, this Contract may be extended for additional periods as mutually agreed by both parties.
2. The pricing set forth in this Amendment for year 1 beginning November 1, 2024 will be adjusted 5% for the rate per wet ton and per-load rate. An adjustment for contract years 2 and 3 will be based upon the (CPI) with a base month being August of the previous year.



PRICE:			
CURRENT RATE	NEW RATE	UNIT	SERVICE
\$75.38	\$79.15	Wet Tons	Transport & Disposal of Dewatered Biosolids
\$188.58	\$198.01	Load	Per Load Charge

3. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals
on the date first above written.

City of West Carrollton, OH

SYNAGRO CENTRAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

YOUR PARTNER FOR A CLEANER, GREENER WORLD