

RECORD OF ORDINANCES

Ordinance No. 2016-11

October 24, 2016

City of Bellbrook

Ordinance No. 2016-11

An Ordinance Approving an Addendum to the Solid Waste and Recyclable Material Collection and Disposal Contract with Rumpke of Ohio, Inc.

WHEREAS, the City of Bellbrook participated in the 2012 Southwest Ohio Regional Refuse Consortium Invitation to Bid for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials; and

WHEREAS, the City entered into a contract with Rumpke of Ohio, Inc. for a three year period (January 1, 2013 to December 31, 2015), based on the results of this bid; and

WHEREAS, the City executed an Addendum to the initial three year contract for the period of January 1, 2016 to December 31, 2016; and

WHEREAS, the City desires to extend the contract with Rumpke of Ohio, Inc. for a period of one year (January 1, 2017 to December 31, 2017) using the pricing established in the 2012 bid.

Now, Therefore, the City of Bellbrook Hereby Ordains:

Section 1. That the contract addendum with Rumpke of Ohio, Inc. is hereby approved.

Section 2. That the City Manager is hereby authorized to execute the addendum which is attached hereto with Rumpke of Ohio, Inc. effective January 1, 2017 and to take such other action as required.

Section 3. This ordinance shall take effect and be in force from and after the earliest period provided by law.

PASSED this ____ day of _____, 2016.

Robert L. Baird, Mayor

Jami L. Kinion, Clerk of Council

APPROVED AS TO FORM:

Patricia N. Campbell, Municipal Attorney

ADDENDUM

This document serves to add the following to the contract dated December 7, 2012 (the "Contract") between the City of Bellbrook, Ohio (the "City") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective January 1, 2017 and continuing through December 31, 2017 Rumpke shall continue to provide weekly unlimited solid waste collection (including yardwaste and large items) and one (1) time per week curbside recycling collection for all residential units within the City of Bellbrook for the sum of \$12.28 per unit per month billed directly to the City of Bellbrook. The City's monthly invoice will also continue to reflect a charge of \$.83 per unit Generation Fee Adjustment Factor. All other services will be provided in accordance with rates quoted in Rumpke's October 31, 2012 bid proposal.

All other terms and conditions of the original contract dated October 31, 2012 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 City shall, after negotiation with Rumpke and approval by the City 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, 2017 and continuing through December 31, 2017.

CITY OF BELLBROOK, OHIO

RUMPKE OF OHIO, INC.

City Manager

William J. Rumpke, Jr.

William J. Rumpke, Jr., President

Witness

Sue Lockaby

Witness

Date

9/28/16

Date