

RESOLUTION NO. 2019.027

A RESOLUTION ALLOWING THE MAYOR TO SIGN AGREEMENT WITH RUMPKE FOR COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE

WHEREAS, the Village of Blanchester contracts the collection of garbage and refuse out to a third party and has advertised for bids as required;

WHEREAS, the government authority is required to pass by resolution any authority to sign contracts or agreements for the municipality;

WHEREAS, said bids were, as advertised, recently opened, reviewed and examined;

WHEREAS, Council has been advised that the lowest and best responsible bid received for said collection and disposal of garbage and refuse was from Rumpke;


NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Blanchester, Clinton County, Ohio:

That the Mayor of the Village of Blanchester is hereby authorized to sign an agreement or contract for the Village with Rumpke for the collection and disposal of its garbage and refuse beginning October 1, 2019 and ending September 30, 2020, according to the specifications of the contract at a rate of \$12.36 per unit per month (Exhibit A).

Chad Hollon moved the adoption and Reilly Hopkins seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Mr. Bauer-	<i>Absent.</i>
Mr. Gephart-	Yea.
Mr. Hollon-	Yea.
Mr. Hopkins-	Yea.
Mr. Simpson-	Yea.
Ms. Sutton-	Yea.

Adopted this 22nd day of August, 2019.



John Carman, Mayor



Attest: Jewelie Casteel, Fiscal Officer

Fiscal Officer's Certificate:

The State of Ohio, County of Clinton, ss:

I, Jewelie Casteel, Fiscal Officer of the Village of Blanchester, Clinton County, and in whose custody the Files, Journals, and Records are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution now on file with said Village, that the foregoing Resolution has been compared by me with the said original and that the same is a true and correct copy thereof, and has been posted as required by law. This Resolution has been duly published by posting in the following places: Blanchester Municipal Building, 318 E. Main St.; First National Bank, 121 E. Main St.; Blanchester Post Office, 115 S. Wright St.; Tom's Express Mart, 7529 Fairground Rd.; and at the Blanchester Public Library, 110 N. Broadway St., each for a period of fifteen (15) days commencing on the ~~21st~~ day of ~~August~~, 2019.

Witness my signature this 22nd day of August, 2019.



Fiscal Officer of the Village of Blanchester, Clinton County, Ohio



Exhibit A

Effective October 1, 2019 and continuing through September 30, 2020 Rumpke shall provide one (1) time per week garbage and refuse collection for all single family residences and multiple family residences of less than four (4) units per building for the sum of \$ 12.36* per unit per month. Large and/or bulky items and yard waste will be collected along with the regular trash at no additional charge. Rumpke will continue to invoice the Village monthly based on 1,475 units, with all new units added to the collection service at the same rate per unit. All applicable surcharges and generation fees will be in addition to the above quoted rate.

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 of Blanchester shall, after negotiation with Rumpke and approval by the Village Council, adjust the unit cost by an amount commensurate with the increased per unit operative cost incurred by Rumpke.

In addition, Rumpke will provide courtesy containers for the Village of Blanchester as follows:

Service Address	Container	Pickup	Service Location
318 E. Main Street	6 YD	1X/WK	Village Office
756 State Route 28	6 YD	1X/WK	Street Department
933 S. Broadway	4 YD	1X/WK	American Legion Ballpark

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 October 1, 2019 and continuing through September 30, 2020.

* This rate includes all applicable surcharges and generation fees.