



RESOLUTION 2024-30

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE A CONTRACT ADDENDUM AND EXECUTE CONTRACTS AS REQUIRED TO EXTEND REFUSE COLLECTION SERVICES WITH RUMPKE FOR AN ADDITIONAL 3-YEAR TERM.

WHEREAS, the City is currently in a multi-year agreement with Rumpke Waste and Recycling to provide municipal refuse collection services; and

WHEREAS, the current agreement expires at the end of 2024 and provides a provision for additional extension years; and

WHEREAS, utilizing the contract provision for additional extension years, the City has worked with Rumpke to develop a proposed addendum to extend the current contract for three additional years. Rumpke has provided a very competitive proposal with a slight increase of \$1.18/month, roughly 5.8% more. The rate would increase from \$19.81/month to 20.99/month. The rate would be held for the duration of the extension; and

WHEREAS, included in the contract extension, Rumpke will be upgrading residents' red recycling bins to a 65g or 95g recycling cart at no additional cost; and

WHEREAS, the switch to recycling carts helps to increase recycling efforts, further extending the life of the limited resources in landfills. It also helps to contain recycling materials during collection day, reducing litter, blowing totes, and debris from accumulating on the roads and residents' properties. The new carts will help to maximize overall service delivery and ease of use for our residents; and


WHEREAS, the City administration recommends issuing a contract addendum to Rumpke extending the services for a 3-year term expiring at the end of 2028.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO, AS FOLLOWS:

Section 1: That the City Manager is hereby authorized and directed to a contract addendum to Rumpke Waste and Recycling, thereby extending refuse collection services for the City for 3 years, expiring at the end of 2028.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

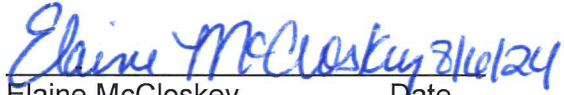
Section 3: This Resolution shall be in full force and effect immediately upon adoption.



Tom Counts
Mayor

8/6/24

Date

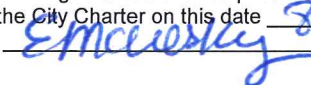


Elaine McCloskey
City Clerk

8/6/24

Date

EFFECTIVE DATE: August 6, 2024

This legislation has been posted in accordance with
the City Charter on this date 8/7/24.


City Clerk

ADDENDUM

This document serves to add the following to the contract dated January 10, 2020 between the City of Powell, Ohio (the "City") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective January 1, 2025 through December 31, 2028 Rumpke will continue to provide one time per week solid waste, yardwaste and curbside recycling collection services with one (1) 65-gallon or 95-gallon recycling cart at no additional charge, on an exclusive basis for all residential units (up to four-family units) within the City of Powell. Rumpke will individually invoice residents as follows:

<i>Service</i>	<i>Monthly Rate</i>
Cost Per Household Per Month <i>(Solid waste, yardwaste and recycling)</i>	\$20.99
Senior Citizen Household Per Month <i>(10% discount)</i>	\$18.98
Additional Wheeled Recycling Container – 65-Gallon Size	\$2.10
Additional Wheeled Recycling Container – 95-Gallon Size	\$3.69
Optional Rental of Wheeled Solid Waste Container – 95-Gallon Size	\$3.69

All other terms and conditions of the original Contract dated January 10, 2020 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 three (3) years effective January 1, 2025 through December 31, 2028.

CITY OF POWELL, OHIO

RUMPKE OF OHIO, INC.

Title:



William J. Rumpke, Jr., President

Witness



Witness

Date

Date

6/7/24



COMING TO A CURB NEAR YOU!

Rumpke is excited to grow recycling in Genoa Township. As part of Rumpke's contract with the Township, all households will be provided with a 65-gallon green recycling cart at no additional charge.

Green recycling carts will be delivered the week of November 6th and 13th. If you already have a recycling cart, your rental rate will be removed from future invoices. Additional carts are available for \$3.50 per month.

RECYCLING CART & RED BIN UPDATES

- Carts will be delivered the week of the 6th and 13th.
- Red bins will be removed after service on the 10th and 17th.
- Red bins set at the curb will not be serviced past that service day.

If you don't want a 65-gallon recycling cart, please contact Rumpke by Nov. 3 at 1-800-828-8171 OR service.cir@rumpke to upgrade cart size or opt out of recycling. Please note this will not change your monthly bill.

FAQS

- 1. What if I already have a blue cart?**
Rumpke will not deliver an additional recycling cart unless requested by the resident.
- 2. Can I get a green recycling cart and use my blue cart for trash?**
No, blue and green carts are for recycling and cannot be used for trash.
- 3. Can I repurpose my blue or green carts?**
Carts cannot be repurposed for use curbside.

For more information scan the QR code or visit www.genoatwp.com/Rumpke.



SCAN FOR MORE INFO



www.rumpke.com | 1-800-828-8171 | service.cir@rumpke.com



MAKE YOUR RECYCLING COUNT



819 Island Rd.
Circleville, OH 43113

Place the Following Items In Your Recycling Cart and Leave the Rest Out.

All items should be empty, clean and placed in recycling containers loose. Please don't bag your recyclables.

PAPER



Cardboard should fit inside cart.

PLASTICS

Bottles, jugs, tubs and cups



Reattach lid. Yogurt and fruit cups OK.

METAL CANS & CUPS



Non-hazardous, non-flammable material only.

GLASS BOTTLES & JARS



Any color.

CARTONS



Remove caps and straws.



DON'T RECYCLE THESE

- Plastic Bags
- Batteries
- Clothing
- Pots & Pans

