

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of its residents that the City arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units and Municipal Facilities located within the City from a single Contractor on an exclusive basis ("Collection Services"); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for Collection Services, the City determined that the Contractor is qualified to provide the Collection Services to the City and approved the award of the Agreement to the Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the City has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; and

WHEREAS, the City has decided to renew the terms and conditions for the Collection Services in conformance with the Bid Documents, the executed Collection Agreement, this Renewal Agreement and the Contractor's pricing for 2018; and

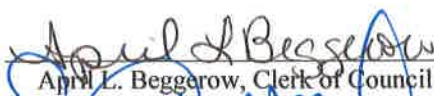
WHEREAS, the City and the Contractor each represents that it has the authority to execute this Agreement for the Collection Services identified herein.

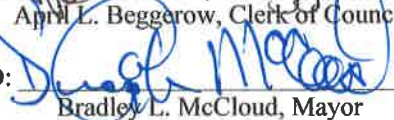
NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That Reynoldsburg City Council does hereby authorize the Mayor to enter into an Agreement with Rumpke of Ohio, Inc. that is substantially in accordance with Exhibit A.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and further to meet contractual requirements; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


  
\_\_\_\_\_  
Doug Joseph, President of Council

ATTEST:   
\_\_\_\_\_  
April L. Beggerow, Clerk of Council

APPROVED:  DATE 10/25/17  
\_\_\_\_\_  
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 116-17 as passed by Council of said City on the 23<sup>rd</sup> day of October, 2017 and as recorded in the Record of Proceedings of said Council.

  
\_\_\_\_\_  
April L. Beggerow, Clerk of Council

Filed with Mayor: 10/24/17

Published: \_\_\_\_\_

**RENEWAL AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND  
DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE,  
RECYCLABLE MATERIALS AND YARD WASTE GENERATED  
WITHIN THE CITY OF REYNOLDSBURG, OHIO**

This Renewal Agreement for the collection, transportation and delivery for disposal or processing of Residential Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the City of Reynoldsburg, Ohio (the "Agreement" or "Collection Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, is by and between the City of Reynoldsburg, Ohio ("City") and Rumpke of Ohio, Inc. ("Contractor"), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

**RECITALS**

**WHEREAS**, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

**WHEREAS**, the City has determined that it is in the best interests of its residents that the City arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units and Municipal Facilities located within the City from a single Contractor on an exclusive basis ("Collection Services"); and

**WHEREAS**, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for Collection Services, the City determined that the Contractor is qualified to provide the Collection Services to the City and approved the award of the Agreement to the Contractor; and

**WHEREAS**, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the City has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; and

**WHEREAS**, the City has decided to renew the terms and conditions for the Collection Services in conformance with the Bid Documents, the executed Collection Agreement, this Renewal Agreement and the Contractor's pricing for 2018; and

**WHEREAS**, the City and the Contractor each represents that it has the authority to execute this Agreement for the Collection Services identified herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the parties incorporate the foregoing recitals and hereby agree as follows:

The following paragraphs of the Collection Agreement are supplemented to include the following language:

- 2.2 **Effective Date and Term.** The term of this Agreement shall be for one (1) year, beginning on January 1, 2018, and terminating December 31, 2018.
- 2.3 **Renewal Terms.** This Agreement may be renewed for one (1) additional consecutive year upon the sole discretion of the City.
- 6.1 **Collection Contractor Billings to City and City Payment.** All terms and conditions in the original Agreement shall remain in effect for the term of this renewal, except that the base bid price per residential unit in 2018 shall be \$16.22 (\$16.47 - \$0.25 for SWACO reduced tipping fee).

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

City of Reynoldsburg, Ohio:

\_\_\_\_\_  
Signature

Name / Title: \_\_\_\_\_  
(Please print)

THE PERSON SIGNING SHALL, IN OWN HANDWRITING SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE, WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

RUMPKE OF OHIO, INC.  
Name

10795 Hughes Road  
Street Address

Cincinnati, Ohio 45251  
City / State / Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title