

RESOLUTION NO. 04-2022

A RESOLUTION TO RENEW AND EXTEND GARBAGE COLLECTION CONTRACT

WHEREAS, the Town Council of the Town of Malvern has determined that it is necessary, desirable and in the public interest to renew and extend the existing agreement; and

WHEREAS, the agreement Mark Dunning Industries, Inc. (MDI) proposes incorporates a \$1.00 per garbage can increase, with a fuel escalation clause adjusted quarterly; and

WHEREAS, the agreement incorporating a fuel escalation clause effective May 1, 2022 may be cancelled by either party at the end of any term not less than 180 days with written notice;


THEREFORE BE IT RESOLVED by the Town Council of the TOWN OF MALVERN ALABAMA, as follows:

The Town Council hereby approves the execution of the Agreement to Renew and Extend Garbage Collection with Mark Dunning Industries, Inc. (MDI) as in the Addendum presented at this meeting, which is attached hereto and incorporated herein by reference are a part of this agreement.

ADOPTED AND APPROVED this 4th day of April, 2022



Tom Vickers, Mayor

ATTESTED: 
Louise Couture, Municipal Clerk



March 10, 2022

Town of Malvern
312 S. Main Street
P. O. Box 98
Malvern, Alabama 36349

ATTN: Mayor Tom Vickers

RE: Increase of Solid Waste Collection Services

**ADDENDUM TO
CONTRACT FOR SOLID WASTE COLLECTION
TOWN OF MALVERN**

THIS ADDENDUM made this the 10th day of March 2022 by and between the **Town of Malvern** and **MARK DUNNING INDUSTRIES, INC.** as approved by the **Council** of the **Town of Malvern**.

1. Monthly per unit pick up cost 1 x per week for solid waste pickup and bulk pickup 1 x per month: \$14.50 per container, per month.
2. This Addendum between the Town of Malvern and Mark Dunning Industries, Inc. will commence on a start date of May 1, 2022.
3. All pricing is based at \$4.75 per gallon and prices will remain constant with an exception to the following provisions:
 - a. Optional CPI price adjustments based on the national CPI Index commencing on October 1, 2022, and six months afterwards throughout the term.
4. Fuel Escalation Clause adjusted quarterly based on actual costs per gallon incurred by MDI on the Solid Waste Collection for the Town of Malvern. If an increase is needed, MDI will supply the Town of Malvern MDI's invoice from its National Fuel provider for actual costs incurred at the pump. The fuel escalation clause will be as follows:

MDI Average Cost per Gallon

If fuel is higher than \$5.25

If fuel is higher than \$5.75

If fuel is higher than \$6.25

Per Container Increase

1% of Monthly Amount

2% of Monthly Amount

3% of Monthly Amount

5. The Town of Malvern will submit to MDI a count of any new addition of residents/containers every 6 months.
6. This Addendum is for a term of three (3) years with unlimited three (3) year options unless canceled by either party at the end of any term not less than 180 days with written notice by certified mail, prior to expiration date of this addendum.

IN WITNESS WHEREOF, Town of Malvern and Mark Dunning Industries, Inc. have executed this addendum as of the day and year first above written.

Louise Centure

Witness

Tom Vickers

Mayor Tom Vickers
Town of Malvern

4-4-22

Date

Starr Kuman

Witness

J. Mark Dunning

J. Mark Dunning, President
Mark Dunning Industries, Inc.

3-10-22

Date