

ORDINANCE NO. 47-88

By: John M. Brennan

An Ordinance to authorize the Mayor and Auditor to execute an agreement with the City of Columbus for the disposal of refuse at the City of Columbus Refuse/Coal-Fired Municipal Electric Plant and to declare an emergency.

Section 1: That the Mayor and Auditor are hereby authorized and directed to execute Modification No. 1 to Contract No. CT-00183R, in the form attached hereto and incorporated herein by this reference, with the City of Columbus for disposal of refuse at the City of Columbus Refuse/Coal-Fired Municipal Electric Plant.

Section 2: That this Ordinance is an emergency, said emergency being the need to continue the present refuse disposal arrangements on an uninterrupted basis, necessary for the immediate preservation of the public peace, health and safety and shall go into effect upon its passage and approval by the Mayor.

Passed: July 12, 1988

Attest: John W. Harty

Clerk of Council

Albert J. Ryan  
President of Council

APPROVED: Jul 12, 1988

David H. Madison  
David H. Madison, Mayor

June 14, 1988- 1<sup>st</sup> Reading

June 28, 1988- 2<sup>nd</sup> Reading

July 12, 1988- 3<sup>rd</sup> Reading

C O N T R A C T  
MODIFICATION NO. 1

This Modification of Contract No. CT-00183R, pursuant to Ordinance No. 740-88, passed March 28, 1988, effective this 1st day of April, 1988, by and between the City of Columbus, State of Ohio, acting by and through its Director of Public Utilities and Aviation Department, hereinafter designated the City, and the City of Bexley, County of Franklin, State of Ohio, hereinafter designated the Suburb,

WITNESSETH:

That the City, its successors and assigns, and the Suburb, for itself, its successors and assigns, do hereby mutually agree as follows:

ARTICLE 1. The Suburb shall deliver to the City a minimum of 6,000 tons of refuse per year and shall pay to the City based on the lesser of the \$12.00 per ton or \$4.00 per cubic yard for the delivered load of refuse for a total minimum payment of \$73,200. Deliveries shall be made to the City Shredder Station located at The Refuse/Coal-Fired Municipal Electric Plant and the City shall accept, subject to its rules and regulations, the Suburb's refuse for processing and disposal.

CT-00183R

It is the intent of this Contract that if the Suburb should reach the minimum tonnage or minimum cubic yards prior to the termination date of the Contract, the Suburb shall continue all deliveries to the agreed upon City facilities at the contracted price.

A. Special handling fees shall be charged for tires, documents or any other refuse requiring special handling as follows:

1. Tires shall be charged a variable rate of a minimum of two dollars (\$2.00) to a maximum of five dollars (\$5.00) per tire or a variable rate of a minimum of eleven dollars (\$11.00) per cubic yard to a maximum of forty-four dollars (\$44.00) per cubic yard truck load.
2. Documents or any other refuse requiring special handling shall have a minimum tipping fee charge of fifty dollars (\$50.00) for loads of less than six hundred twenty-five (625) pounds. For loads in excess of six hundred twenty-five (625) pounds the tipping fee charge shall be eight dollars (\$8.00) per one hundred (100) pounds of bulk.

ARTICLE II. The term of the contract shall be from April 1, 1988 to March 31, 1989, and shall terminate on the latter date unless the Suburb at its option gives written notice to the City, thirty (30) days prior to the above termination date, to continue the contract on a month-to-month basis. During the continuation period either party may terminate upon thirty (30) days written notice to the other.

ARTICLE III. The Suburb agrees to comply with Chapter 1323 of the Columbus City Codes and all the rules and regulations promulgated thereunder.

ARTICLE IV. Unless otherwise agreed upon in writing, the calendar month shall be the standard period for all billings. The Suburb shall pay the lesser of the per truckload charge equal to the product of either:

- A. The actual tons tipped times \$12 per ton.
- B. The truck/packer cubic yard capacity times \$4 per cubic yard.

All bills shall be rendered as soon as practical in the month following the calendar month in which they were incurred and shall be due and payable, unless otherwise agreed in writing, when rendered. Bills shall be overdue if not paid within 15 days of due date. Bill adjustment requests must be made within 6 months of the rendition of the questioned billing.

ARTICLE V. This contract shall not be assigned by either party without the written consent of the other.

ARTICLE VI. In the event the City cannot receive refuse at the location designated in Article I, the City reserves the right to temporarily require the suburb to deliver its refuse to another City-owned shredder station. Should the City exercise this option, then the tipping fee rate shall be as set forth under the provision of Article I.

The refuse tipped will be considered as part of the total minimum tons/cubic yards as set forth in Article I.

The City shall not be liable to the Suburb for any loss, injury or damage resulting from the Suburb's use of this tipping service, interruption of service, or any other cause reasonably beyond the City's control.

ARTICLE VII. In the event the Suburb fails to pay any bill by the final payment due date, the City shall have the right to immediately suspend the tipping service, and all of its contract obligations shall cease until said bill is paid. The failure of the City to suspend tipping service shall not constitute a waiver of any rights to any default.

ARTICLE VIII. All notices required to be given by either party to the other shall be given by either manual delivery or by postage prepaid United States certified mail, return receipt requested, addressed to:

Suburb

City of Columbus

City of Bexley

Department of Public  
Utilities & Aviation

David H. Madison  
Mayor

Michael D. Long, P.E.  
Director

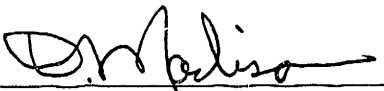
2242 E. Main Street  
Bexley, Ohio 43209


109 N. Front Street  
Room 403  
Columbus, OH 43215

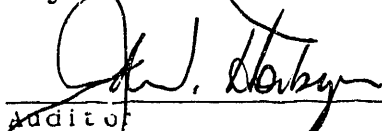
IN WITNESS WHEREOF, said parties have hereunto set their hands and have executed this agreement the day and year first above written.

THE CITY OF BEXLEY  
OHIO

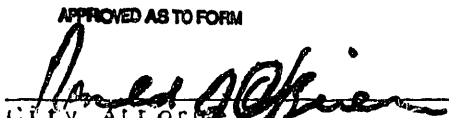
THE CITY OF COLUMBUS,  
OHIO

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Michael D. Long, P.E.  
Director  
Public Utilities and  
Aviation

  
\_\_\_\_\_  
Auditor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
City of Columbus

AC 8/12/00