

ORDINANCE NO. 18-90

BY: John H. Offenberg

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.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor and Auditor are hereby authorized and directed to execute Modification No. 3 to Contract No. CT-00183R, in the form attached hereto and incorporated herein by this reference, with the City of Columbus for the disposal of refuse at the City of Columbus Refuse/Coal-Fired Municipal Electric Plant.

Section 2. That this Ordinance is an emergency necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to provide uninterrupted refuse tipping service for the City of Bexley, and shall take effect and be in force immediately upon its passage and approval by the Mayor.

Passed: March 13, 1990

Robert K. Schmitz
President of Council

Attest: J. W. Herlyn
Clerk of Council

Approved: March 13, 1990

D. H. Madison
David H. Madison
Mayor

Feb. 13, 1990 - 1st reading
Feb. 27, 1990 - 2nd reading

C O N T R A C T
MODIFICATION NO 3

This Modification of Contract No. CT-00183R, pursuant to Ordinance No. 740-88, passed March 28, 1988, effective this 1st day of February, 1990, 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 I. The Suburb shall deliver to the City a minimum of 17,000 cubic yards of refuse per year and shall pay to the City based on \$5.50 per cubic yard for the delivered load of refuse for a total minimum payment of \$93,500.00. Deliveries shall be made to the Alum Creek Road Satellite Shredder Facility and the City guarantees to accept, subject to its rules and regulations, the Suburb's refuse for processing and disposal. It is the intent of this Contract that if the Suburb should reach the minimum cubic yards prior to the termination date of the Contract, the Suburb may continue all deliveries to the agreed upon City facilities at the contracted price.

- A. Neither party will be liable to the other for any delay in or performance of its obligations hereunder where performance of such obligation is

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prevented or delayed by acts of God, fire explosion, strike, lockout, accident, flood, epidemic, quarantine, war, riot, rebellion, the elements, interruption or shortage of unusual supply of raw materials, inability to process solid waste, interference by government action, restraints, or injunctions or other legal processes from which the affected cannot reasonably relieve itself by giving security or otherwise.

B. 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 sixty two and one half dollars (\$62.50) 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 ten dollars (\$10.00) per one hundred (100) pounds of bulk.

ARTICLE II. The term of the contract shall be effective on the date of signature of the Columbus City Attorney, and be retroactive to February 1, 1990, and shall terminate on December 31, 1990. The Suburb at its

option may give 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. If the contract is allowed terminate, the City may continue to accept the Suburb's refuse for disposal, subject to its rules and regulations, based on shredder facility availability and subject to the daily posted rate for disposal.

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 truck/packer cubic yard capacity times \$5.50 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 at the contracted rate. The refuse tipped will be considered as part of the total minimum 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. Upon thirty (30) days notice to the Suburb, the City shall have the right to modify the Contract Price of \$5.50 per cubic yard delivered, to reflect any and all additional costs to the City's operations as may be generated by the actions of the Federal or State Environmental Protection Agency, and/or such actions of State or Local governmental agencies as necessary to comply with House Bill 592.

ARTICLE IX. A suburb with an active recycling program may reduce their minimum delivery amount and their minimum payment amount as outlined in Article I. Materials to be considered for recycling under this article will be limited to newspaper, metals (both

ferrous and non-ferrous), glass and other items as agreed to by the City and the Suburb. Recycling amounts (in cubic yards), complete with verification documentation, may be submitted at the end of the contract period. These amounts will be credited to your account, reducing the minimum delivery amount by an equal amount, and reducing the minimum payment by an amount equal to the recycled amount times the contract rate.

ARTICLE X. 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
David H. Madison
Mayor

City of Bexley
2242 East Main Street
Bexley, OH 43209

City of Columbus
Department of Public
Utilities & Aviation
G. Raymond Lorello
Director

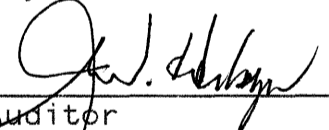
City Utilities Complex
910 Dublin Road
Columbus, OH 43215

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

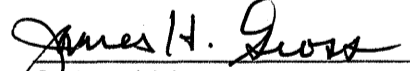


David H. Madison
Mayor



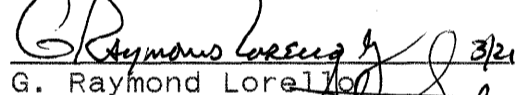
Auditor

APPROVED AS TO FORM:




James H. Gross
City Attorney
City of Bexley

THE CITY OF COLUMBUS,
OHIO



G. Raymond Lorello
Director
Public Utilities and
Aviation

APPROVED AS TO FORM



City Attorney
City of Columbus
204/4/90