

By: Rick J. Shapiro

An Ordinance to authorize the Mayor and Auditor to execute a credit contract by and between the City and the Solid Waste Authority of Central Ohio 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 a credit contract by and between the City and the Solid Waste Authority of Central Ohio, substantially in the form attached hereto and made a part hereof, pursuant to credit policies adopted by the Authority.

Section 2. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the necessity of assuring continued access to the facilities of the Authority on an uninterrupted basis.

Passed: November 10, 1998

[Signature]
President of Council

Attest: [Signature]
Clerk of Council

Approved: 11/10, 1998

[Signature]
David H. Madison, Mayor

October 13, 1998 -
first
reading

October 27, 1998 - second reading
November 10, 1998 - third reading
passed



CREDIT CONTRACT

Upon the opening of a credit account with the Authority in the name of City of Bexley (hereinafter "customer"), customer agrees as follows:

1. Customer assumes full responsibility for credit extended on the basis of the account including all charges made thereon by customer and any and all other persons with his or her authorization. Customer shall designate those vehicles authorized to be charged to the account by listing them on the authorization form attached hereto as Exhibit A. Customer assumes the responsibility of maintaining the authorization form as current. Any vehicle not designated on the authorization form shall not be permitted to be charged to the customer's account. All services would be on a cash only basis for such trucks.
2. Customer shall pay to the Authority obligations evidencing credit extended by the Authority in accordance with the applicable payment and interest charge in effect.
3. Any amount not paid in full by the end of the month following purchase shall be subject to interest. Customer shall pay interest equal to 1.5% per month of the amount past due.
4. Any payments made toward customer's credit account shall be applied first in satisfaction of interest due upon interest, secondly, in satisfaction of interest due upon the principal, and thirdly in satisfaction of the principal.
5. Customer cannot transfer or assign the account or any rights conferred by this agreement to another person or entity. The account is closed upon the death or other such termination of customer, including but not limited to, bankruptcy of the customer or purchase of customer or customer's business enterprise. Upon the closing of the account, the entire balance, including interest, is due and deemed immediately payable.
6. Customer shall be required to keep current the information contained in Exhibit B, Credit Application, which is attached hereto and incorporated herein.

**Exhibit A to Credit Contract
Vehicles Authorized to Charge on Credit Account**

Company Name: City of Bexley

Year	Make	Body Type	I.D. Number	License Plate Number
1996	Freightliner	Roll-off	96702	DXZ674
1985	Chevrolet	Dump	13	OR8625
1985	Chevrolet	Dump	16	OL5202
1990	GMC	Packer	17	OR8637
1987	Chevrolet	Dump	19	OR8640
1994	Chevrolet	Dump	20	OU2110
1979	GMC	Dump	25	OR8620
1990	GMC	Dump	28	OR8643
1994	Chevrolet	Dump	31	OR8636
1991	GMC	Dump	32	OR8638
1992	Chevrolet	Dump	33	OR8639

Make additional copies as needed.