

RESOLUTION NO. 1990 - 202

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT  
TO THE PUBLIC TRANSPORTATION OPERATING AGREEMENT BETWEEN  
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND  
MAPLE HEIGHTS.**

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") and the City of Maple Heights entered into a Public Transportation Operating Agreement dated March 30, 1989, and

WHEREAS, GCRTA and the City of Maple Heights have determined that it is in their mutual interest that GCRTA provide the diesel fuel to be used by the City's buses to provide the contracted services, and

WHEREAS, the Operating Agreement provides no change or modification to the original agreement shall be of any force or effect unless the amendment is dated and reduced to a writing executed by all parties.

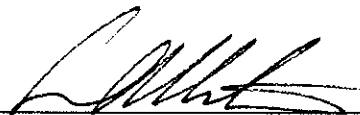
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the GCRTA, Cuyahoga County, Ohio:

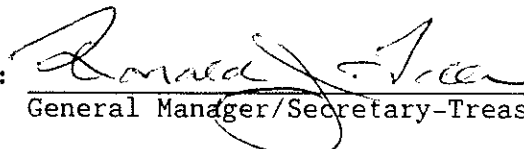
Section 1: That the General Manager be and he is hereby authorized and directed to execute an amendment to the Public Transportation Operating Agreement, dated March 30, 1989, between the GCRTA and the City of Maple Heights. A copy of said amendment is attached hereto and fully incorporated as if written herein.

Section 2: The General Manager and Secretary-Treasurer is hereby authorized and directed to execute, deliver, and perform all such further agreements, instruments, documents, and acts in the name and on behalf of the GCRTA as shall be required to carry out the intent and purposes of this resolution.

Section 3: That this resolution shall become effective immediately upon its adoption.

Adopted: November 27, 1990

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
General Manager/Secretary-Treasurer

AMENDMENT TO THE PUBLIC TRANSPORTATION OPERATING  
AGREEMENT DATED MARCH 30, 1989, BETWEEN THE GREATER  
CLEVELAND REGIONAL TRANSIT AUTHORITY AND THE CITY  
OF MAPLE HEIGHTS.

WHEREAS, The Greater Cleveland Regional Transit Authority (hereinafter "GCRTA") and the City of Maple Heights (hereinafter "City") entered into a Public Transportation Operating Agreement dated March 30, 1989, and

WHEREAS, GCRTA and the City have determined that it is in their mutual interest that GCRTA provide the diesel fuel to be used by the City's buses to provide the contracted services, and

WHEREAS, the Public Transportation Operating Agreement provides that no change or modification to the original agreement shall be of any force or effect unless the amendment is dated and reduced to a writing, executed by all parties.

NOW, THEREFORE, in consideration of the mutual promises and covenant's contained herein, the GCRTA and the City agree that the Public Transportation Operating Agreement dated March 30, 1989, shall be amended as follows:

Section 1: That Section 12.5 of the Public Transportation Operating Agreement, dated March 30, 1989, shall be amended to read as follows:

"Effective January 1, 1991, the Authority shall be responsible for providing diesel fuel for buses used by the City to provide contracted services. Diesel fuel shall be the same product as used by the Authority on all of its diesel fuel buses and with the same OEM requirements."

Section 2: That effective January 1, 1991, Schedule 2 - Costs Reimbursement of the Public Transportation Operating Agreement between GCRTA and the City shall be amended as follows:

Page 1 - Delete "Diesel Fuel: (Gross) Vehicle mile .2122"  
Page 3 - Delete "Diesel Fuel and Statement"  
Page 5 - Delete "Diesel Fuel Veh. miles .2122"

IN WITNESS WHEREOF the parties hereto have caused this Amendment to the March 30, 1989, Public Transportation Operating Agreement between the Greater Cleveland Regional Transit Authority and the City of Maple Heights to be executed this \_\_\_\_ day of \_\_\_\_\_, 1990.

Witnesses:


GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
RONALD J. TOBER

Its: General Manager/Sec'y-Treas.

The legal form and correctness  
of this instrument are hereby  
approved.

  
\_\_\_\_\_  
Assistant General Manager - Legal

Witnesses:

CITY OF MAPLE HEIGHTS

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

The legal form and correctness of  
this instrument are hereby approved.

\_\_\_\_\_  
Law Director - City of Maple Heights

Greater Cleveland

# Regional Transit Authority

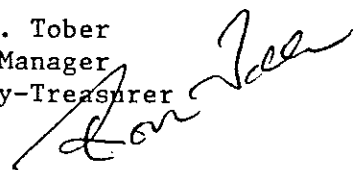
Inter-Office Correspondence

To: Maynard Walters  
AGM-Materiel

Date: September 11, 1990

From: Ronald J. Tober  
General Manager  
Secretary-Treasurer

Subject: Purchase of Diesel Fuel  
for Satellite Bus Operations



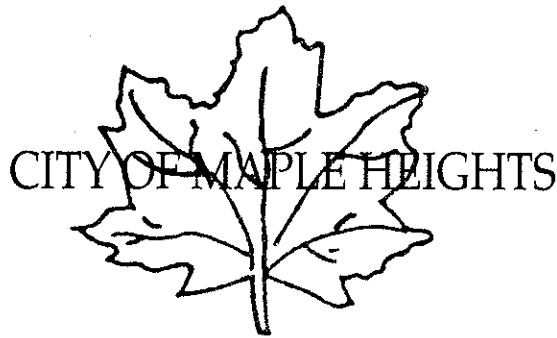
I learned recently that NOMBL appears to be paying at least 10¢ per gallon more for the diesel fuel it uses in its buses. This fact plus our desire to develop a bigger local market for lower sulfur fuel leads me to believe that we should include the satellite systems in our fuel buy.

Accordingly, please explore the feasibility of including both NOMBL and MHT in our upcoming diesel fuel bid. Please report back to me on what you determine.

RJT:msl

cc: R. Barnes  
P. Gary  
J. Bartkiewicz  
~~J. Zingale~~

RECEIVED  
RTA  
PROCUREMENT DEPT.  
90 SEP 12 AM 11:27



Dennis J. Love  
MAYOR

MUNICIPAL BUILDING  
5353 LEE ROAD  
MAPLE HEIGHTS, OHIO 44137  
(216) 662-6000

October 26, 1990

Mr. Phil Gary  
Assistant General Manager - Operations  
Greater Cleveland RTA  
615 Superior Avenue, N.W.  
Cleveland, Ohio 44113

Dear Mr. Gary:

The City of Maple Heights by this letter is formally requesting the use of RTA's diesel fuel supplier, as an adjunct to your contract effective for the year 1991, and beginning on January 1st.

This subject approach was discussed and explored in a letter from our Purchasing Agent, Mr. William Scholle, to Mr. James Zingale on August 28, 1990. In that letter, it was indicated ~~that our~~ annual usage is anticipated to be approximately 200,000 gallons per year.

We are of the understanding that a request of this nature has been approved for the City of North Olmsted, and we would appreciate a similar consideration as soon as possible.

Sincerely,

*Dennis J. Love*  
Dennis J. Love  
Mayor

1991  
Scheduled miles = 591,980  
Scheduled hours = 43,849.6

\* MPG 3.94 = 150,249 gallons of fuel

Too high