

ORDINANCE NO. 7-87

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Brooks Compton ON THE  
16th DAY OF February, 1987.

AN ORDINANCE PROVIDING FOR THE DAYTON POWER AND LIGHT COMPANY (DP&L) TO LIGHT THE STREETS, ROADS AND PUBLIC PLACES WITHIN THE BOUNDARIES OF THE CITY OF CENTERVILLE, STATE OF OHIO.

WHEREAS, The Dayton Power and Light Company ("DP&L"), proposes to light the streets, roads and public places within the boundaries of the City of Centerville (the "City"), State of Ohio, with electricity and:

WHEREAS, DP&L shall provide lighting services to said streets and public places in the City for a period of six months commencing on January 1, 1987, and ending on June 30, 1987 with an option to renew for three (3) six month terms upon agreement of the parties. Said lighting is to be furnished in accordance with "the specifications" which are on file with the Clerk of Council of the City and incorporated herein by reference.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS, THAT:

SECTION I. RATES TO BE CHARGED

The monthly rates to be charged for the period commencing on January 1, 1987 and ending on June 30, 1987 for the various lighting services which are part of said lighting system as of December 31, 1986, shall be as set forth in the following Tables 1 and 2. The daily charge for each light listed in said Tables shall be one thirtieth (1/30) of its monthly charge. The City agrees to pay all charges embodied in the Ordinance without modification throughout the term or any extension of the contract executed by the parties pursuant to Section XVI of this Ordinance.

TABLE 1. FULL SERVICE CHARGE

The following are the monthly charges per lighting fixture for fixtures furnished, maintained and operated by DP&L

<u>Description of</u> <u>Light Fixtures</u>	<u>Price per</u> <u>Lighting Fixture</u>
1. MERCURY LUMINAIRES	\$
A. Wood Pole	
4,000 Lumens	5.83
7,700 Lumens	8.34
11,000 Lumens	10.22
21,000 Lumens	13.35
B. Metal Pole	
4,000 Lumens	8.44
7,700 Lumens	10.95
11,000 Lumens	12.82
21,000 Lumens	15.95
C. Town & Country	
4,000 Lumens	11.14
7,700 Lumens	11.33
2. HIGH-PRESSURE SODIUM LUMINAIRES	
A. Wood Pole	
5,800 Lumens	10.72
9,500 Lumens	14.90
16,000 Lumens	15.55
27,000 Lumens	21.55
50,000 Lumens	23.64
B. Metal Pole	
5,800 Lumens	13.31

9,500 Lumens	17.49
16,000 Lumens	18.15
27,000 Lumens	24.16
50,000 Lumens	26.24
50,000 Lumens - Sterner	20.73
54,000 Lumens*	43.95
77,000 Lumens - Sterner*	38.23
100,000 Lumens*	29.58

\*Twin Mount Fixtures

3. INCANDESCENT LUMINAIRES

A. Wood Pole	
2,500 Lumens	3.17
4,000 Lumens	5.74
6,000 Lumens	7.01
B. Metal Poles	
2,500 Lumens	5.86
4,000 Lumens	8.43
6,000 Lumens	9.71

4. FLUORESCENT LUMINAIRES

A. Wood Poles	
12,000 Lumens	11.26
B. Metal Pole	
2,800 Lumens	7.62
12,000 Lumens	13.94

For the purpose of applying this Table, the charges for all luminaires which are not installed on poles or that are installed on poles owned by the City, or owned by some third party, shall be either the wood pole rate or the metal pole rate as agreed upon by the parties prior to installation.

TABLE 2. CHARGES DURING PERIODS OF TEMPORARY DISCONNECTION

The following are the monthly charges per lighting fixture for fixtures furnished by DP&L which are ordered disconnected (but not removed) by the City. These charges are in addition to the one-time charges set out in Section III for disconnection.

<u>Description of</u>		
<u>Light Fixture</u>		\$
1. MERCURY LUMINAIRES		
A. Wood Pole		
4,000 Lumens		2.91
7,700 Lumens		4.37
11,000 Lumens		4.82
21,000 Lumens		5.71
B. Metal Pole		
4,000 Lumens		5.52
7,700 Lumens		6.98
11,000 Lumens		7.42
21,000 Lumens		8.33
C. Town & Country		
4,000 Lumens		8.21
7,700 Lumens		7.39
2. HIGH-PRESSURE SODIUM LUMINAIRES		
A. Wood Pole		
5,800 Lumens		9.58
9,500 Lumens		10.41
16,000 Lumens		10.28
27,000 Lumens		14.58
50,000 Lumens		14.42
B. Metal Pole		
5,800 Lumens		12.19
9,500 Lumens		13.03
16,000 Lumens		12.90
27,000 Lumens		17.20
50,000 Lumens		17.03
50,000 Lumens - Sterner		11.51
54,000 Lumens*		30.03
77,000 Lumens - Sterner*		22.76
100,000 Lumens*		11.60

\*Twin Mount Fixtures

3. INCANDESCENT LUMINAIRES No Charge

4. FLUORESCENT LUMINAIRES No Charge

TABLE 3. MAINTENANCE AND ENERGY CHARGE

The following are the monthly charges per lighting fixture for fixtures owned by the City for which DP&L provides energy and maintenance services. No new installations shall be allowed under this schedule.

<u>Description of</u> <u>Light Fixture</u>	\$
1. HIGH-PRESSURE SODIUM LUMINAIRES 50,000 Lumens	9.54

TABLE 4. ENERGY CHARGE

The following are the monthly charges per lighting fixture for fixtures currently owned by the City and for which the City provides maintenance and DP&L provides energy. No new installations shall be allowed under this schedule. New lighting installations where the City owns and maintains the fixtures are only permitted under the conditions of SECTION XIV of this Ordinance.

<u>Description of</u> <u>Light Fixture</u>	\$
1. MERCURY LUMINAIRES 4,000 Lumens - T&C	2.14

SECTION II. CUSTOMER CHARGE

The City shall pay DP&L a customer charge of \$20.45 for each bill rendered for each account.

SECTION III. CHARGES FOR TEMPORARY DISCONNECTION MADE BY DP&L

The City agrees to pay DP&L a charge of \$7.70 for each and every luminaire which is temporarily disconnected by DP&L at the City's request. These charges shall be applied to DP&L leased and City owned lighting fixtures.

SECTION IV. DELAYED PAYMENT CHARGE

Bills are due and payable on or before 25 calendar days following the mailing date of any bill issued. The City shall be liable to DP&L for a delayed payment charge of one and one-half percent (1 and 1/2%) per month for any unpaid balance after the due date. This delayed payment charge will not be applied to any contested portion of the bill provided the City notifies DP&L of the amount in dispute. If the resolution of the dispute proves DP&L original billings to be correct, then the delayed payment charge shall apply as if no dispute had existed. If the resolution of the dispute proves DP&L original billings to be incorrect, then the City is only obligated for the corrected amount.

SECTION V. BILLING PERIOD

Billing for street lighting furnished under Section I, II, and III shall be monthly unless otherwise agreed to by the City and DP&L. If the billing period is not monthly, billing shall be made for the entire billing period at the midpoint of the period. In addition, for other than monthly billing customers, DP&L shall issue a December bill for any lights added, removed or the difference for any change-out of street lights that were not included in a previous bill during the year.

The City and DP&L have agreed that the billing for street lighting to the City, as provided for in Section V, shall be monthly.

SECTION VI. ADDITIONAL LIGHTING WHICH SHALL BE

FURNISHED BY DP&L

DP&L further agrees that additional streets and other public places in which the City determines that a need exists for additional lighting will be illuminated in accordance with plans prepared by DP&L or by the City. Said plans shall be in accordance with "the specifications" on file as set forth above, and shall be approved by the Chief Executive Officer or his duly authorized agent before any additional street lights are installed. Additional lights will be billed in accordance with the charges as set forth in Section I. In addition, the City will be required to pay to DP&L a one-time charge, for each additional light, as set forth in Table 5. When the City's purchase order is received by DP&L, the additional lights shall be installed as promptly as is reasonably possible. Billing of newly installed street lights shall commence when the lights are illuminated. Wood pole and appurtenances shall be of the type and size mutually agreed upon by DP&L and the Chief Executive Officer or his duly authorized agent. New installations which shall be furnished by DP&L shall be confined to 7,700 and 21,000 lumen mercury and 5,800, 16,000, 27,000 and 50,000 lumen high pressure sodium fixtures. DP&L will not install metal poles on new installations except as otherwise agreed to and implemented by the parties during the term of this agreement.

TABLE 5. ONE-TIME CHARGES REQUIRED TO BE PAID BY THE CITY TO DP&L FOR THE INSTALLATION OF NEW LIGHTING FIXTURES

<u>Description of Light Fixture</u>	<u>COLUMN I Charge per Fixture Only</u>	<u>COLUMN II Charge per Fixture Plus Wood Pole</u>
1. MERCURY LUMINAIRES	\$	\$
7,700 Lumen	270	560
21,000 Lumen	320	760
2. HIGH-PRESSURE SODIUM LUMINAIRES		
5,800 Lumen	150	440
16,000 Lumen	160	470
27,000 Lumen	190	630
50,000 Lumen	200	640

#### SECTION VII. INSTALLATION OF EQUIPMENT

DP&L shall be permitted to and shall install Company-owned or leased wires, poles, guys and all other equipment which it deems necessary and proper to accomplish said street lighting provided by this Ordinance. Installations shall occur in public or private right-of-way.

#### SECTION VIII. RELOCATION, REMOVAL AND CHANGE-OUT OF LIGHTING EQUIPMENT OWNED BY DP&L

No existing light, pole, service, etc, shall be removed, relocated or changed-out to a technologically superior or more economical luminaire unless DP&L receives written permission from the Chief Executive Officer or his duly authorized agent. Upon request by the Chief Executive Officer or his duly authorized agent, a street light facility shall be relocated or permanently removed without cost to the City. The City may request temporary removals and the City will be charged for any installation and removal costs incurred by DP&L as agreed by the parties plus temporary disconnect charges in accordance with Section III.

DP&L will change-out existing street lighting fixtures in accordance with the one-time charges as set forth in Table 6, and change-outs will be confined to the fixtures set forth in Table 6. Upon payment by the City to DP&L of the charges itemized in Table 6, DP&L will change-out the light as promptly as is reasonably possible. The billing of a newly changed-out lighting fixture shall commence when the light is illuminated, in accordance with the charges set forth in Section I. DP&L will

not install metal poles in connection with change-outs where metal poles did not previously exist. By mutual agreement of the parties, DP&L may install metal poles in connection with change-outs where metal poles did previously exist. Lighting fixtures other than those set forth in Table 6 will be replaced on an equipment availability basis only. If equipment is not available for repair purposes, then the City shall have the fixture changed out (with no one time charge to the City) to a fixture as detailed in this Section and the billing adjusted to reflect the new fixture or the fixture in need of repair shall be removed.

TABLE 6. ONE-TIME CHARGE REQUIRED TO BE PAID BY THE CITY TO DP&L, FOR CHANGE-OUTS TO THE FOLLOWING FIXTURES

<u>Description of Light Fixtures</u>	COLUMN I	COLUMN II
	One-Time Charge for Change-outs Which Includes Fixture and <u>Wood Pole</u>	One-Time Charge for Change-outs Which Includes Fixtures <u>Only</u>
1. MERCURY LUMINAIRES	\$	\$
7,700 Lumen	560	220
21,000 Lumen	760	270
2. HIGH-PRESSURE SODIUM LUMINAIRES		
5,800 Lumen	440	110
16,000 Lumen	470	120
27,000 Lumen	630	140
50,000 Lumen	640	150

#### SECTION IX. PERIOD OF ILLUMINATION

Said lighting shall be in accordance with the "ALL NIGHT AND EVERY NIGHT SCHEDULE". That is, the luminaire shall be illuminated every night for approximately one-half (1/2) hour after sunset of one day to approximately one-half (1/2) hour before sunrise of the next day, in accordance with which schedule each luminaire shall be illuminated for approximately four thousand (4,000) hours per year. All lighting to be furnished hereunder shall be furnished and supplied as provided herein continuously and without interruption except for the following causes: accidents, short circuits, line, luminaire or equipment failure, breakdowns, strikes, fires, floods, riots, cyclones, vandalism, explosions, acts of God or nature, acts or orders of the Public Utilities Commission of Ohio, acts or orders of any civil, judicial or military authorities, or any cause beyond the control of DP&L. DP&L does not guarantee continuous lighting and shall not be liable to the City or anyone else for any damage, loss or injury resulting from/or in any way connected to the happening of the foregoing causes or contingencies provided, however, DP&L shall use all diligence and care necessary to remove the cause of any suspension or interruption of and to resume the lighting agreed to be furnished hereunder.

#### SECTION X. OUTAGES

The City, through the Chief Executive Officer or his duly authorized agent, shall promptly report to DP&L all luminaires discovered not illuminated. If any luminaire or luminaires fail, the luminaire or luminaires shall be repaired within one (1) working day of such notice being given to DP&L, if possible. In that event, no deduction for outage shall be made by the City. If a luminaire is not repaired within two (2) working days after such notice has been given to DP&L, the charges for that luminaire shall cease retroactively to the time that it was reported out and shall not begin again until the luminaire is illuminated. DP&L shall notify the Chief Executive Officer or his duly authorized agent that the luminaire is again illuminated. For purposes of this Section, the term "working day" shall mean all days except Saturdays, Sundays and legal holidays. The City shall deduct in accordance with this Section on the basis of the percentage of inoperative or faulty street light system to the entire street light operation.

## SECTION XI. OWNERSHIP OF SYSTEM

Any components of the street lighting system owned by the City shall be and shall remain the exclusive property of said City.

DP&L reserves the right to assign any and all of its rights and duties of this contract with ninety (90) days prior written notice and subject to the approval of the City. Said approval shall not be unreasonably withheld.

## SECTION XII. POLES AND WIRING

Subject to the last paragraph of Section I, Table 1, existing poles owned or leased either by DP&L or the City shall be used if possible. Service shall be supplied to all lights by DP&L by either overhead or underground wiring as required by the City. When, in connection with a new installation of equipment or change-outs of existing equipment, underground wiring is designated by the City, all trenching and backfilling in connection with the installation shall be performed by the City or by the property owner. All materials and installation of wiring and ducts (where necessary) shall be supplied by DP&L. DP&L shall use its best efforts to coordinate the scheduling of its work with the trenching and backfilling to be performed by the City or the property owner so that no trench shall be required to be left open for more than twenty-four (24) hours.

## SECTION XIII. DP&L MAINTENANCE OF CITY-OWNED LIGHTING SYSTEM

DP&L shall furnish electricity to light and furnish maintenance services to the street lighting system owned by the City, as described in Section I, Table 3, as follows:

a. Furnish all labor, tools, materials and equipment, and all other equipment necessary to maintain said lighting system in good repair by the replacement of the City's original fixtures (except underground wiring and duct work, brackets, poles, and bases for mounting poles, installed by the City) in kind or approval equal, necessitated by any abnormal deteriorations such as accidents, storms, ice, wind and lightning;

b. Supply electric energy for lighting all lamps at 120/240 volts at locations specified in the plans and specifications of said system;

c. In addition to the prices set forth in Section I, Table 3, the City agrees to pay DP&L for furnishing all labor, equipment and material necessary to maintain the underground wiring and duct work installed by the City, for which the City shall pay DP&L's cost plus a reasonable allowance for engineering and other overhead. The City agrees to replace, at its own expense, any part of said lighting system:

1. which does not function due to normal wear or tear or due to defect in manufacturer or in original installation;

2. Which become obsolete;

3. any poles, brackets and bases for mounting poles which are replaced due to abnormal deteriorations, as defined in paragraph a above.

d. The City agrees that DP&L may utilize, in maintaining and servicing said street lighting equipment, a qualified independent contractor or contractors, but the use of such contractor or contractors shall not relieve or release DP&L from the faithful performance of any and all the provisions of

this section.

e. All sidewalks, street pavements, curbing, water pipes, sewers, etc., that may be damaged by DP&L in performing maintenance work for said system shall be repaired by DP&L, at its expense, to the satisfaction of the Chief Executive Officer or his duly authorized agent.

f. All materials and equipment furnished and installed by DP&L on said lighting system shall become the property of the City during the term of this Ordinance provided, however, any facilities such as transformers, control equipment and electric service to said lighting system, shall be and remain the property of DP&L (as owner or lessee).

g. The City may order the relocation of any lighting unit in said system, and DP&L upon request, will relocate such lighting unit, for which the City shall pay DP&L's cost plus a reasonable allowance for engineering and other overhead.

#### SECTION XIV. DP&L PROVIDING OF ENERGY ONLY TO CITY-OWNED STREET LIGHTING SYSTEMS

The following provisions will apply when energy is provided to City-owned street lighting systems:

a. DP&L will supply electric current for lighting all lamps at 120/240 volts at locations specified in the plans and specifications of said system.

b. Energy supplied to the system will be billed at a rate of \$0.03076 per kwh plus an applicable Electric Fuel Component Charge as provided on Original Sheet No. 15-A of PUCO No. 16.

c. Monthly energy consumption, by fixture, shall be as specified in Table 7. For fixtures not specified in Table 7, monthly energy consumption shall be as mutually agreed to by the parties and shall be based on fixture input wattage, including lamp and ballast, and 4,000 illuminating hours per year.

d. The City will supply DP&L with an initial listing of said fixtures by location and wattage. Notification of any changes to this list shall be promptly made in writing by the City to DP&L. The City shall notify DP&L promptly of any changes in fixture load served under this Ordinance including, but not limited to, replacement of fixtures with a different size or type, replacement of ballast or lamp with a different size and any changes in the number of fixtures.

In the event the City fails to notify DP&L of a change in fixture load, DP&L reserves the right to refuse to serve the location thereafter under this rate, and shall be entitled to bill the City retroactively on the basis of any change in fixture load for the full period the additional load was connected. If DP&L exercises its right to refuse service under this rate and requires that the service be under a metered General Service rate, then the City shall provide the facilities for the installation of a meter.

e. The point of delivery shall be at the point where the City's street light facilities attaches to DP&L's existing secondary distribution system. All points of delivery shall be at a level which will allow DP&L to maintain all necessary code clearances for DP&L-owned or leased facilities. All facilities beyond the point of delivery are to be furnished and maintained by the City. The City may be required to furnish electrical protection devices. If such devices are required, they must meet all applicable electric code requirements.

f. Each and every contact of a DP&L-owned or leased pole by the City for the purpose of providing street lighting

will be billed in accordance with and governed by DP&L's Pole Attachment Tariff as filed with The Public Utilities Commission of Ohio. This charge is currently \$2.36 per pole per year and will be adjusted for any changes in the Pole Attachment Tariff as ordered by The Public Utilities Commission of Ohio. DP&L will not own/lease and maintain poles whose sole purpose is to provide contacts for street lights owned by the City.

TABLE 7. MONTHLY KWH CONSUMPTION TO BE USED IN CHARGING FOR THE PROVISION OF ENERGY TO CITY-OWNED LIGHTING FIXTURES

<u>Description of Light Fixture</u>	COLUMN I Monthly KWH Consumption Per <u>Lighting Fixture</u>
1. MERCURY LUMINAIRES	
4,000 Lumen	42
7,700 Lumen	70
11,000 Lumen	97
21,000 Lumen	153
35,000 Lumen	260
54,000 Lumen	367
2. HIGH-PRESSURE SODIUM LUMINAIRES	
5,800 Lumen	28
9,500 Lumen	39
16,000 Lumen	57
22,000 Lumen	81
27,000 Lumen	104
50,000 Lumen	162
54,000 Lumen*	208
77,000 Lumen*	266
100,000 Lumen*	324
3. INCANDESCENT LUMINAIRES	
1,000 Lumen	34
2,500 Lumen	67
4,000 Lumen	109
6,000 Lumen	149
4. FLUORESCENT LUMINAIRES	
2,800 Lumen	32
5,000 Lumen	39
6,000 Lumen Sign	39
7,000 Lumen	59
8,900 Lumen Sign	48
10,900 Lumen Sign	62
12,000 Lumen	89
15,500 Lumen Sign	77
22,000 Lumen	160
44,000 Lumen	320

\*Twin Mount Fixtures

#### SECTION XV. TREE TRIMMING

Nothing in this contract shall be construed to obligate The Dayton Power and Light Company regarding the obligation to trim trees located next to or adjacent to any street lighting fixture.

#### SECTION XVI. CONTRACT

DP&L agrees if awarded said lighting contract, to enter into an agreement with said City therefore in accordance with said specifications.

#### SECTION XVII. RENEWAL


This Ordinance shall automatically be renewed for a like period of six (6) months unless written notice not to renew the Ordinance is received by any party thirty (30) days prior to the expiration date of the Ordinance or any renewal thereof. This Ordinance may be automatically renewed a total of three (3) times.




SECTION XVIII.

This Ordinance shall become effective on the earliest date allowed by law.

PASSED this 16th day of February, 1987.

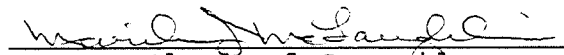
  
Mayor of the City of Centerville  
Ohio

ATTEST:

  
Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a correct and true copy of Ordinance Number 7-87, passed by the Council of the City of Centerville, Ohio, on the 16th day of February, 1987.

  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney



Dayton Power and Light Company  
Courthouse Plaza S.W., P.O. Box 1247, Dayton, Ohio 45401

To the Council of the City of Centerville, Ohio

Gentlemen:

The Dayton Power and Light Company hereby accepts Ordinance No. 7-87  
entitled:

AN ORDINANCE


AN ORDINANCE PROVIDING FOR THE DAYTON POWER AND LIGHT COMPANY  
(DP&L) TO LIGHT THE STREETS, ROADS AND PUBLIC PLACES WITHIN THE  
BOUNDARIES OF THE CITY OF CENTERVILLE, STATE OF OHIO.

This Acceptance is filed with you in accordance with and in  
conformity to the terms of Said Ordinance, passed by your Honorable Body on  
the 16th day of February, 1987.

In Witness Whereof, The Dayton Power and Light Company, by its Director  
of Customer Service, and duly attested by Its Secretary, has hereunto signed  
Its Name this 20th day of February, 1987.

Sincerely,

THE DAYTON POWER AND LIGHT COMPANY

By T. J. Wabler   
T. J. Wabler  
Director of Customer Service

ATTEST:

S. P. Kaplan  
Secretary

7329N(9)