

ORDINANCE NO. 9-74

AN ORDINANCE FIXING THE RATE WHICH THE DAYTON POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, MAY CHARGE FOR FURNISHING ELECTRIC ENERGY TO THE CITY OF CENTERVILLE, STATE OF OHIO, FOR THE OPERATION OF TRAFFIC SIGNALS FOR A PERIOD OF TEN (10) YEARS, COMMENCING ON THE 5TH DAY OF MARCH, 1974, AND DETERMINING THE MANNER IN WHICH SAID ELECTRICITY MAY BE FURNISHED, PROVIDED AND PAID FOR.

THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS THAT:

SECTION 1: During the period of ten (10) years, commencing on the 5th day of March, 1974, The Dayton Power and Light Company, its successors and assigns, hereafter referred to as the "Power Company", shall furnish and supply to the City of Centerville, Ohio, hereafter referred to as the "City", and the City shall receive, accept and pay for, upon the terms, promises and conditions hereafter set forth, and subject to the Power Company's applicable General Service Rules and Regulations for Electric Service, as now, or hereafter from time to time, on file with The Public Utilities Commission of Ohio, all electric service needed for the purposes set forth in this Ordinance, and the Power Company may charge for such electric energy so furnished and supplied in conformity with the rate schedules provided herein.

A. TRAFFIC SIGNAL SYSTEM

SECTION 2: The points of delivery of all electric energy delivered hereunder for operation of the Traffic Signal System of the City shall be at such point or points as may be agreed upon by the Power Company and the City.

SECTION 3: Electric energy will be supplied hereunder for operation of the Traffic Signal System of the City, and shall be what is known commercially as alternating current at approximately 120 volts, and at a frequency of approximately sixty (60) cycles per second.

SECTION 4: The City shall furnish all the traffic signals, controls and the necessary wiring thereto, and shall terminate such wiring at said points of delivery. The City shall indemnify, keep and save harmless the Power Company against any and all loss, expense, damage claims, causes of action, court costs, and/or final judgments which may be sustained by or arise against the Power Company by reason of the installation, maintenance or operation of said traffic signals, provided that if any claim is made against the Power Company, it shall promptly notify the City thereof and the City shall promptly assume charge thereof and defend the same at its own expense.

B. GENERAL PROVISIONS

SECTION 5: The Power Company shall furnish, supply, operate and maintain all transformers, service wires and meters necessary in and for the proper delivery and measurement of such electric energy so to be supplied hereunder. Any and all property, apparatus and devices furnished by the Power Company, shall be and remain its property regardless of the mode or manner of affixation or attachment to the property of the City.

SECTION 6: The City shall furnish, operate and maintain all apparatus, fixtures, devices and appliances necessary to receive and utilize such energy at and after the points of delivery herein above specified, except meters which are to be furnished by the Power Company.

SECTION 7: All bills for such electric energy to the City Traffic Signal System, including the minimum charge per meter per month per installation, shall be rendered and paid monthly, and shall be computed in accordance with the applicable rate schedule for each such system.

- A. The City Traffic Signal System within said City shall be computed in accordance with the Power Company's Traffic Control Signal Rate, as on file with The Public Utilities Commission of Ohio, P.U.C.O. No. 13, Original Sheet No. 38, effective October 26, 1973, and as such rate may be on file from time to time with said Commission, attached hereto and made a part hereof.

SECTION 8: All electric energy so to be supplied shall be measured, in such a manner that the maximum demand in kilowatts and the electric energy in kilowatt-hours where required by the rate, or in kilowatt-hours, will be ascertained for each month by instruments suitable for the purpose, furnished and supplied by and at the expense of the Power Company.

SECTION 9: The rate to be charged for all electric energy supplied to the component parts of the Traffic Signal System, and to any future component parts of said system, or of like size to be installed during the term of this contract, shall be at the aforementioned rate, and as such rate may be on file from time to time with The Public Utilities Commission of Ohio, provided, however, should it be determined during the period of this Ordinance that another applicable rate at any of the above locations, which the Power Company has on file with The Public Utilities Commission of Ohio, may be more advantageous to the City, upon the request of the Mayor to the Power Company, a change to such rate shall be made, and thereafter all electric energy furnished at any of the component parts shall be charged and paid for pursuant to such rate.

SECTION 10: All responsibility of the Power Company in regard to the electric energy supplied hereunder shall cease after the same has been delivered to the locations covered by this Ordinance, in accordance with the provisions of this Ordinance, and the City agrees to indemnify, exonerate and hold harmless the Power Company for all loss, damage or expense growing out of or in any way connected with the claims of any person, except claims for injuries and/or death of employees of the Power Company arising out of and in the course of their employment with the Power Company for injuries to person, including death, or property occasioned by such energy at and after its delivery to the locations covered by this Ordinance and the City further agrees to defend at its expense any suits based upon such claims. The Power Company shall indemnify, exonerate and hold harmless the City for all loss, damage

or expense growing out of or in any way connected with the claims of any person, except claims for injuries and/or death of employees of the City arising out of and in the course of their employment, for injuries to person, including death, or property occasioned by such energy up to the points of its delivery to the locations covered by this Ordinance, and the Power Company further agrees to defend at its own expense any suits based upon such claims, except that the Power Company shall not be liable or responsible for, and shall not hold the City harmless from any loss, damage or expense growing out of or in any way connected with the act of any employee of the City who may go upon any structure, equipment, pole, tower, appurtenance, appliance or line of the Power Company, or attempt to do anything to or with any property of the Power Company.

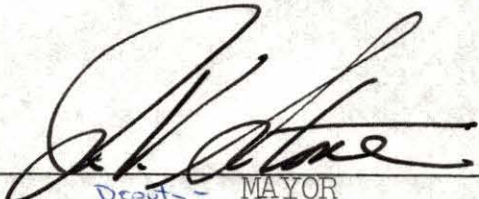
SECTION 11: All electric energy to be furnished hereunder shall be furnished as provided herein and supplied continuously and without interruptions except for the following causes: accidents and contingencies, short circuits, line or equipment failures, breakdowns, strikes, fires, floods, cyclones, vandalism, riots, 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 the Power Company. The Power Company does not guarantee a continuous supply of electric energy and shall not be liable to the City or anyone else for any damage, loss or injury resulting from any interruptions in such supply caused or resulting from the happening of any of the foregoing causes or contingencies, or otherwise; provided, however, the Power Company will make reasonable effort to remove the cause of any suspension or interruption of and to resume the supply of electric energy agreed to be furnished hereunder.

SECTION 12: The City shall not permit any of its employees to, and none of its employees shall go upon or do anything to or with any structure, equipment, pole, tower, appurtenance, appliance, line, or any other property of the Power Company.

SECTION 13: Upon the Power Company filing its written acceptance of this Ordinance with the Clerk of said City within thirty (30) days from the taking effect thereof, this Ordinance shall be and constitute a contract between the said City and the Power Company, its successors and assigns.

SECTION 14: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED by the Council of the City of Centerville, Ohio, this 4th day of February, 1974.


Deputy - MAYOR

ATTEST:


CLERK

WATERWISE BOND
SOUTHWORTH CO. U.S.A.
85% COTTON FIBER

C E R T I F I C A T E

I, Martin J. McLaughlin, Clerk of the Council of the City of Centerville, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 9-74, passed by the Council of said City on the 4th day of February, 1974.

WITNESS my hand at Centerville, Ohio, this 4th day of February, 1974.

Martin J. McLaughlin
CLERK

C E R T I F I C A T E

I, William L. Betcher, Treasurer of the City of Centerville, Ohio, hereby certify that the funds for the payment of the foregoing contractual obligations have been lawfully appropriated for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

William L. Betcher
TREASURER

P.U.C.O. No. 13

ELECTRIC SERVICE

TRAFFIC CONTROL SIGNAL RATE

APPLICABLE:

This rate is available for all automotive and pedestrian traffic control signals. If advantageous to the Consumer, and upon application being made, the Company will also supply such service under and in conformity with applicable standard schedules.

CHARACTER OF SERVICE:

120/240 volts, single phase, alternating current, 60 hertz (cycles per second).

RATE:

\$0.025 per kilowatt-hour per meter, per month.

FUEL ADJUSTMENT CLAUSE:

The above rates shall be adjusted in accordance with the fuel adjustment clause set forth on Sheet No. 29.

MINIMUM MONTHLY CHARGE:

Two Dollars and Ten Cents (\$2.10) per month, plus the fuel adjustment charge computed on the actual kilowatt-hours metered.

PAYMENT:

Bills for such service shall be due and payable within 15 calendar days after rendition (mailing date) of bill.

TERMS AND CONDITIONS:

Where the Consumer is located within the limited area served by the Company's three phase, four wire, alternating current network (distribution) system and because of such location it is necessary that the Consumer be served from the network, the voltage at the point of delivery will be that available at the location.

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule.

Filed pursuant to Order No. 71-730-Y of The Public Utilities Commission of Ohio, dated October 24, 1973

Issued November 16, 1971

Effective October 26, 1973

Issued by
ROBERT B. KILLEN, Chairman & President
Gas and Electric Bldg., Dayton, Ohio