

RESOLUTION NO. 36-93

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Sally Beels ON THE
19th DAY OF July, 1993.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR ELECTRIC LIGHTING SERVICES FOR USE ON PUBLIC GROUNDS AND STREETS IN THE CITY OF CENTERVILLE, STATE OF OHIO, FOR A PERIOD OF FORTY-EIGHT (48) MONTHS COMMENCING JANUARY 1, 1994 AND EXPIRING ON DECEMBER 31, 1997.

WHEREAS, the citizens of Centerville, Ohio require the efficient and effective delivery of municipal services; and

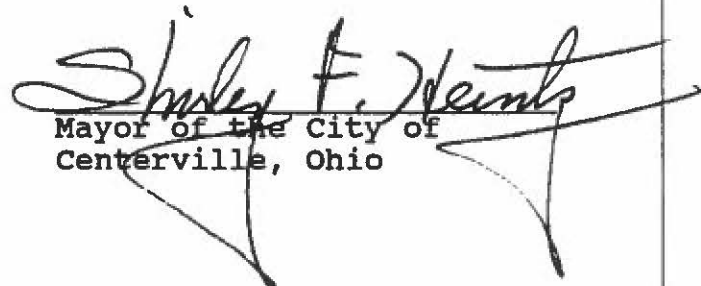
WHEREAS, all city purchases in excess of Ten Thousand Dollars (\$10,000) require authorization by City Council; and

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. The City Manager is hereby authorized to enter into a four-year contract in the form attached hereto for electric lighting services for use on public grounds and streets and in conformity with the City's purchasing and contracting procedures.

SECTION 2. This Resolution is effective immediately upon passage in accordance with Section 5.08 of the City Charter.

PASSED this 19th day of July, 1993.


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 true and correct copy of Resolution Number 36-93, passed by the Council of the City of Centerville, Ohio, on the 19th day of July, 1993.


Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

TO THE COUNCIL OF THE CITY OF CENTERVILLE, STATE OF OHIO

WHEREAS, the lighting of roadways and neighborhoods enhances public safety and security, and

WHEREAS, The Dayton Power and Light Company (DP&L) is willing to continue to provide, maintain, and operate lighting fixtures and associated equipment on a long-term basis to provide such service, and

WHEREAS, the City of Centerville, State of Ohio (City), desires to purchase such services from DP&L at prices and on terms beneficial to both parties.

DP&L proposes to light the streets, roads and public places within the boundaries of the City on the following terms and conditions:

1. Service. DP&L shall provide various street lighting services designed to illuminate the streets, roads and public places within the City in accordance with the specifications on file with the Clerk of Council of the City, said specifications being fully incorporated by reference herein and made a part of this Agreement. The services offered hereunder include the following:

- a) Full service street lighting - This is the provision of street lighting by DP&L using DP&L provided lighting fixtures and associated equipment operated and maintained by DP&L and attached to either DP&L or City provided poles.
- b) Energy-only street lighting - This is the provision of electricity by DP&L to City-owned lighting fixtures on City provided poles.

2. Charges - Full Service Street Lighting. In addition to the other charges described herein, the City shall pay to DP&L the following charges for the full service street lighting services provided by DP&L:

- a) Customer Charge: \$20.00 per bill rendered per account.
- b) Full Service Lighting Charge: as set forth in Appendix "A" for each applicable year.

3. Charges and Conditions - Energy-Only Street Lighting. The following provisions will apply when the energy-only street lighting service is provided:

- a) DP&L will supply electric current for lighting 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 Sheet No. 15-A of DP&L's PUCO No. 16 Electric Service Tariff.
- c) Monthly energy consumption, by fixture, shall be as specified in Appendix "B." For fixtures not specified in Appendix "B", monthly energy consumption 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 Agreement 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. The City may be required to provide the facilities for the installation of a check meter for all new installations which contain more than six (6) fixtures.
- e) The point of delivery shall be mutually determined and 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 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 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. DP&L will not own and maintain poles whose sole purpose is to provide contacts for street lights owned by the City.

4. Billing and Payment. Unless otherwise agreed to by the parties, the charges assessed hereunder shall be billed by DP&L and paid by the City on a monthly basis. All bills issued for services rendered hereunder shall be due and payable to DP&L within twenty-five (25) days of the mailing date of said bills. Payments received after the due date will be subject to interest at the rate of one and one-half percent (1-1/2%) per month on all balances past due, provided however, that if the City contests the amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the City notifies DP&L prior to the due date for payment of the fact that it is contesting and provides the reason why that portion of the bill is incorrect.

5. Temporary Disconnection. At times it may become necessary to temporarily disconnect certain street lighting fixtures. DP&L shall temporarily disconnect any of its fixtures at the City's request. In exchange for this service, DP&L shall assess a charge of \$25.00 for each physical disconnection and each physical reconnection of a street lighting fixture. During the period a light has been disconnected, but not removed, at the City's request, the monthly service charge will be the following:

Incandescent Lights:	No Charge
Fluorescent Lights:	No Charge
Mercury Lights:	50% of applicable Full Service Lighting Charge
HPS Lights:	60% of applicable Full Service Lighting Charge

6. New Lighting Installations. The standard street lighting installation of DP&L equipment will be high pressure sodium (HPS) cobrahead fixtures in 5,800, 9,500, 16,000, 27,000 and 50,000 initial lumen level choices. These lights will be installed on existing or new DP&L-provided wood poles or City-provided poles with electricity supplied with overhead conductor spans served from DP&L'S existing secondary distribution system using accepted engineering standards. DP&L will also make available 7,700 and 21,000 initial lumen mercury cobrahead fixtures when specifically requested by the City. Additionally, DP&L will offer 5,800 initial lumen HPS post type light fixtures of a type and style designated by DP&L. The post top lighting fixture will be available to replace existing incandescent post top lighting fixtures or for installation on City-provided poles.

The City shall pay the following charges for the installation of new street lighting fixtures and equipment during calendar years as stated below:

	Installed on Existing DP&L Provided Pole or City Provided Pole		Installations Requiring new DP&L Provided Wood Pole	
	<u>1994-5</u>	<u>1996-7</u>	<u>1994-5</u>	<u>1996-7</u>
5,800 Lumen HPS Cobrahead	\$175	\$190	\$530	\$ 575
9,500 Lumen HPS Cobrahead	\$175	\$190	\$530	\$ 575
16,000 Lumen HPS Cobrahead	\$175	\$190	\$530	\$ 575
27,000 Lumen HPS Cobrahead	\$265	\$285	\$710	\$ 765
50,000 Lumen HPS Cobrahead	\$265	\$285	\$710	\$ 765
7,700 Lumen Mercury Cobrahead	\$380	\$410	\$735	\$ 795
21,000 Lumen Mercury Cobrahead	\$535	\$580	\$980	\$1,060
5,800 Lumen Post Top	\$355	\$385	N/A	N/A

The above-stated charges are for all new street lighting installations agreed to and approved by the City and DP&L prior to November 1, of the stated year. Installations approved after November 1 of the stated year will be charged at the following year's stated price unless installed prior to December 31 of the stated year. Installation of new fixtures will be scheduled by DP&L after receiving final approval by the City of DP&L's proposal and plans for the installation and receipt of a purchase order for the above-described charges from the City's authorized agent.

7. Non-Standard Street Lighting Installations. DP&L may also install and sell to the City certain non-standard lighting system components for prices which will be quoted annually. DP&L will install standard mast arms and lighting fixtures on non-standard City-owned or provided poles in accordance with the terms and charges specified in Section 6 herein. DP&L may provide annually a quote specifying the type and price for non-standard installations to be offered for the following 12 month period.

The annual quote for non-standard installations available from DP&L during 1994 is as follows:

Spun Aluminum Pole (30 Feet), Mounted on Screw Anchor Foundation	\$1,630
Spun Aluminum Pole (23 Feet), Mounted on Screw Anchor Foundation	\$1,425
Fiberglass Pole (Nominal 13 Foot Height) Direct Buried	\$ 560

This quote shall apply to all projects for which the City has approved DP&L's proposal for the non-standard installation by October 1, 1994.

The trenching and associated costs to provide underground service if required by code or designated by the City will be the responsibility of the City as outlined in Section 9 and may be quoted by DP&L as an additional charge for each installation.

8. Poles. Existing poles, owned or leased by either DP&L or the City, will be used for the installation of new or replacement fixtures whenever practical. Otherwise, DP&L will install lights on Company-owned or leased wood poles or poles provided by the City.

Where DP&L installs fixtures on poles owned, leased or provided by the City, it will be the responsibility of the City to provide replacement poles and materials and maintenance when necessary. The City will pay DP&L for all reasonable work performed by DP&L to install, maintain or repair City-owned/provided poles when performed on an emergency basis.

Additionally, DP&L may quote charges for repairs, replacement and maintenance of City-owned/provided poles on a non-emergency basis upon request for such a quote from the City. The monthly charge for DP&L lights installed on poles owned or provided by the City will be the appropriate full service street light charge for the type of street light installed.

9. Wiring. DP&L will provide all wiring to lighting provided by DP&L. Standard wiring will be spans of overhead conductor operating at one of DP&L's standard secondary voltages.

When underground wiring is designated by the City, it will be the responsibility of the City or property owner to provide all trenching, backfilling, pavement cuts and repairs, and associated work and/or costs for the installation of underground wiring. DP&L may bid for such service.

10. Changes to Existing Lighting Equipment. Upon request by the City's authorized agent, DP&L will permanently remove or relocate street lights at no charge to the City. DP&L will not be required to remove a street light facility on a temporary basis and any temporary disconnection will be charged in accordance with Section 5 of this Agreement.

The City may request the change out of existing lighting fixtures at a one-time charge per light as listed below:

	<u>Annual Authorized Fixture Change Outs</u>		
	<u>1-24 Lights</u>	<u>25-49 Lights</u>	<u>50 or more Lights</u>
Incandescent/ Fluorescent to HPS	\$ 75	\$ 50	\$ 40
Mercury/HPS to HPS	\$140	\$115	\$100
Incandescent/Fluorescent/ Mercury to Mercury	\$165	\$140	\$140

Change outs of incandescent post top lights to HPS lights will be available when standard retrofit kits can be used. If modification of the pole or globe is required, DP&L will quote the price to change the lighting fixture. All changes will be accomplished on a schedule submitted by DP&L to the City.

If, prior to June 30, 1995, the City approves a project to change out all incandescent and fluorescent fixtures to HPS fixtures, the above applicable change out charges for that project will be discounted such that the final change out charge per fixture, net of applicable rebates, will not exceed zero.

If, prior to December 31, 1996, the City approves a project to change out all or at least 50 mercury fixtures to HPS fixtures, the above applicable change out charges for that project will be discounted such that the final change out charge per fixture, net of applicable rebates, will not exceed zero.

If in the judgment of DP&L, a lighting fixture becomes obsolete or will no longer be serviceable, DP&L will notify the City and upon permission from the City's authorized agent, change the light out to a standard DP&L street light fixture. DP&L may also, after receiving permission from the City's authorized agent, change lighting fixtures to technically or economically superior equipment. These changes will be performed with no charge to the City. The City will not unreasonably withhold permission for these changes. If DP&L and the City cannot reach agreement on such changes, DP&L may remove the lighting fixture at no cost to the City.

11. Installation. DP&L will be permitted to install, in public right-of-way, Company-owned or leased wires, poles, guys, and other equipment it deems necessary to accomplish the services agreed upon hereunder at no cost to DP&L for the use of public right-of-way.

12. Outages. The City shall promptly report to DP&L all luminaires which are not illuminated. DP&L will have all such reports investigated within three (3) working days and restore service to any luminaires which can be repaired by routine repairs, such as lamp, photocell or fuse replacement. When more complex repair work is required, such as fixture replacement, electrical system failures or structural repairs, including pole repair or replacement, DP&L will notify the City and restore service to the luminaires within seven (7) working days. For the purpose of this document the term "working day" will mean all days except Saturdays, Sundays and legal holidays. In the event lighting is not restored within the stated time periods, the City will not be liable for charges for that luminaire, retroactive to the date the luminaire was reported out of service, on a pro rata daily basis until such luminaire is repaired and DP&L has notified the City of restoration of lighting service.

13. Period of Illumination. All lights will be illuminated in accordance with an "ALL NIGHT AND EVERY NIGHT SCHEDULE", which is every night from approximately one-half hour after sunset of one day, until approximately one-half hour before sunrise of the next day. This will result in each fixture being illuminated approximately 4,000 hours per year. DP&L does not guarantee continuous lighting without disruption or interruption and will not be liable to the City or anyone else for any damage, loss or injury resulting from/or in any way connected to the loss of illumination at any time. DP&L will use its best efforts to restore lighting service when interrupted within the terms described herein.

14. Term and Precedent Condition. This Agreement shall commence on the date written below and shall remain in effect for a period of four (4) calendar years, until December 31, 1997. If this Agreement fails to receive the required approval, if any, of the governing body of the City, effective January 1, 1994, the Agreement shall be deemed null and void and have no effect on the parties.

15. Force Majeure. Neither party shall be liable to the other for any act, omission, misfeasance, malfeasance or circumstance arising or resulting from events reasonably beyond the control of either party. If a force majeure condition arises, each party will use due diligence to remove the condition and put itself in a position to carry out all of the obligations it has assumed hereunder.

16. Indemnity. Each party agrees to indemnify, exonerate, hold harmless and to defend the other 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 parties arising out of and in the course of their employment with each respective party, for injuries to person or property occasioned by, arising out of, or related to the equipment and/or services provided by the indemnifying party to produce street lighting hereunder.

17. Assignment. DP&L reserves the right to assign this contract or the non-energy only portions thereof upon ninety (90) days written notice, subject to the approval of the City. Such approval shall not be unreasonably withheld.

18. Obligations. Nothing in this contract will be construed to obligate The Dayton Power and Light Company or the City to trim trees located adjacent to any street lighting fixture. Further, except as provided herein, nothing in this contract will obligate DP&L to maintain City-owned lighting equipment or provide non-standard lighting installations unless otherwise agreed.

19. Modification. This contract may only be modified and amended with prior written consent of all parties.

20. Notices. All notices and correspondence transmitted in regard to this Agreement shall be addressed to the following persons:

If to DP&L: The Dayton Power and Light Company
P.O. Box 1247
Dayton, OH 45401
Attn: Manager, Outdoor Lighting Services

If to City: _____

These addresses may be changed upon written notice to the other party.

21. Entirety. This Agreement contains the entire agreement and understanding between the parties. Except as stated herein, THERE ARE NO OTHER ORAL OR WRITTEN PROMISES, AGREEMENTS, WARRANTIES, ASSURANCES OR CONDITIONS WHICH AFFECT THE PROMISES AND OBLIGATIONS PROVIDED HEREIN.

These terms and conditions have been agreed to take effect on the 1st day of January, 1994.

The Dayton Power and Light Company

ATTEST _____

By: _____
Director, Service Operations

City of Centerville, Ohio

ATTEST _____

By: _____
City Manager

APPENDIX A

Monthly Full Service Lighting Charge Per Fixture

	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
1) MERCURY LUMINAIRES				
4,000 Lumens	\$ 6.82	\$ 7.02	\$ 7.23	\$ 7.23
7,700 Lumens	9.76	10.05	10.35	10.35
11,000 Lumens	11.96	12.32	12.69	12.69
21,000 Lumens	15.62	16.09	16.57	16.57
4,000 Lumens (Town & Country)	13.03	13.42	13.82	13.82
7,700 Lumens (Town & Country)	13.25	13.65	14.06	14.06
2) HIGH PRESSURE SODIUM LUMINAIRES				
5,800 Lumens	\$11.16	\$11.27	\$11.38	\$11.38
5,800 Lumens (Post Top)	17.54	17.72	17.90	17.90
9,500 Lumens	13.00	13.13	13.26	13.26
16,000 Lumens	13.69	13.83	13.97	13.97
27,000 Lumens	22.43	22.65	22.88	22.88
50,000 Lumens	24.60	24.85	25.10	25.10
3) INCANDESCENT LUMINAIRES				
1,000 Lumens	\$ 3.53	\$ 3.64	\$ 3.75	\$ 3.75
2,500 Lumens	4.00	4.12	4.24	4.24
4,000 Lumens	7.25	7.47	7.69	7.69
6,000 Lumens	8.85	9.12	9.39	9.39

The full service lighting charge listed above shall be increased by the following sum each month for lighting fixtures installed on DP&L provided metal or decorative poles, except where indicated otherwise above.

\$ 3.28	\$ 3.41	\$ 3.55	\$ 3.55
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APPENDIX B

MONTHLY KWH CONSUMPTION TO BE USED IN CHARGING
FOR THE ENERGY-ONLY STREET LIGHTING SERVICE

	<u>Monthly KWH Consumption</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
27,000 Lumen	104
50,000 Lumen	162
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	
5,000 Lumen	39
12,000 Lumen	89
20,000 Lumen	160

**SPECIFICATIONS FOR LIGHTING THE STREETS, LANES,
ALLEYS, AVENUES AND PUBLIC PLACES WITH ELECTRIC LIGHT
IN THE CITY OF CENTERVILLE, STATE OF OHIO**

FIRST. The luminaires of the various nominal lumen intensities to be used for the lighting of said streets, lanes, alleys, avenues and public places shall be equipped with a type unit for directing and distributing the light onto the street. The luminaires with their corresponding type unit, or substantially equivalent thereto, shall be as follows:

<u>Luminaire</u>	<u>Type Unit</u>
7,700 Lumen - Mercury	G.E. Form M-250
11,000 Lumen - Mercury (Discontinued)	G.E. Form M-250
21,000 Lumen - Mercury	G.E. Form M-400
5,800 Lumen - High Pressure Sodium	G.E. Form M-250
9,500 Lumen - High Pressure Sodium	G.E. Form M-250
16,000 Lumen - High Pressure Sodium	G.E. Form M-250
27,000 Lumen - High Pressure Sodium	G.E. Form M-400
50,000 Lumen - High Pressure Sodium	G.E. Form M-400
5,800 Lumen (Post Top) - High Pressure Sodium	G.E. Edison III
2,500 Lumen - Incandescent (Discontinued)	G.E. Form 101-S.0.

SECOND. All luminaires shall be supported on standard poles per The Dayton Power and Light Company Construction Standards attached, equipped with a suitable metal bracket, and all of which shall be erected in accordance with the plans for street lighting on file with the Clerk of said City. The distance from the street to the light source will be approximately 23 to 40 feet, depending on the size of the light source. Post top mounting will be accomplished according to specifications to be submitted with proposed projects.

APPROVED this _____ day of _____, 1993.

City Manager

ATTEST:

Clerk

6-H
MAY 80

ALUMINUM POLE REQUIRED FOR A STREET LIGHT FIXTURE & MAST ARM

TYPE	WATTAGE	KIND	LUMENS	SUPPLY SOURCE	FIXTURE				ALUMINUM POLE				
					MT. HT. **	WT. # APPROX.	P.A. SQ. FT.	S.F. INCHES	23'		30'6"		35'
									2" A		2" A		2" A
									6'	10'	6'	10'	15'
M-250	175	MERC	7,700	120V	25	25	1.3	1 1/2 - 2	●	◆			
M-250	250	MERC	11,000	120V	25	27	1.3	1 1/2 - 2	●	◆			
M-250	70	H.P.S.	5,800	120V	25	29	1.3	1 1/2 - 2	●	◆			
M-250	100	H.P.S.	9,500	120V	25	29	1.3	1 1/2 - 2	●	◆			
M-250	150	H.P.S.	16,000	120V	32	29	1.3	1 1/2 - 2	■	■	●	◆	
M-400	400	MERC	21,000	6.6A	32	28	2.3	1 1/2 - 2	■	■	●	◆	
M-400	400	MERC	21,000	120V	32	40	2.3	1 1/2 - 2	■	■	●	◆	
M-400	200	H.P.S.	22,000	120V	32	42	2.3	1 1/2 - 2	■	■	●	◆	
M-400	250	H.P.S.	27,000	120V	32	42	2.3	1 1/2 - 2	■	■	●	◆	
M-400	400	H.P.S.	50,000	120V	32	53	2.3	1 1/2 - 2	■	■	●	◆	
M-1000	700	MERC	41,000	480V	32	59	2.9	1 1/2 - 2	■	■	●	◆	
M-1000	1000	MERC	54,000	120V	35	59	2.9	1 1/2 - 2	■	■			●

NOTES: **GOVERNMENT AGENCY MAY REQUIRE BREAKAWAY BASE - ADD 20" TO MT. HT.

● STANDARD INSTALLATION - FIELD CONDITIONS MAY REQUIRE ADDITIONAL HEIGHT OR LONGER MAST ARM.

◆ INSTALLATION WHERE A LONGER MAST ARM IS REQUIRED AT STANDARD MT. HT.

FOR EXISTING POLES & MAST ARMS ENGINEERING SHOULD BE CONSULTED.

CROSS-HATCHED AREA - INSTALLATIONS NOT ACCEPTABLE BECAUSE OF MOUNTING HEIGHT.

6.6 A. SERIES STREET LIGHT CIRCUIT (GROUP OPERATED).

UNDERGROUND SERIES CIRCUIT REQUIRES A TRANSFORMER BASE - ADD 20" TO MT. HT.

120 V. MULTIPLE CIRCUIT (INDIVIDUAL OR GROUP OPERATED).

480 V. USED ON INTERSTATE TYPE ROAD OR HIGHWAY (GROUP OPERATED).

THE 15' ARM FOR 35' POLE WILL NOT FIT & CANNOT BE USED WITH 23' & 30'6 POLES.

THE 6' & 10' ARM WILL NOT FIT THE 35' ALUMINUM POLE.

CONSTRUCTION
STANDARDS



ALUM. POLE REQUIRED
FOR A ST. LT. FIXTURE
& MAST ARM

6-H
MAY 80

