

SECTION 5. That there be appropriated from the STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND (Motor Vehicle and Gasoline Tax Funds) the following:

H. STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND

H 1 Full Time Employees	\$ 4,800.00
H 2 Part Time Employees	\$ 4,000.00
H 3 Salt	\$ 1,400.00
H 4 Black Top	\$ 1,800.00
H 5 Sand, Gravel, etc	\$ 300.00
H 6 Repair by Contract	\$ 4,900.00
H 7 Repairs - equipment	\$ 1,500.00
H 8 Major equipment purchases	\$ 1,800.00
H 9 Traffic signs and lights	\$ 300.00
H 10 Public Employees' Retirement	\$ 500.00
H 11 New Truck	\$ 5,600.00
H 12 Gasoline	\$ 800.00
H 13 Other	\$ 1,000.00

Total Street Construction, Maintenance and and Repair Fund \$28,700.00

SECTION 6. That there be appropriated from the STATE HIGHWAY IMPROVEMENT FUND the following:

I. MOTOR VEHICLE AND GASOLINE TAX STREET MAINTENANCE AND REPAIR FUND

(Sec. 7535.28 R.C. provides that 7 1/2% of funds paid to municipal corporations on the line of a state highway pursuant to Sections 4501.04, 5735.23 and 5735.27, shall be used in the construction and maintenance of state highways.)

I 1 Materials	\$ 1,900.00
Total State Highway Improvement Fund	\$ 1,900.00

SECTION 7. That there be appropriated from the GENERAL BOND RETIREMENT FUND.

21 A. GENERAL BOND RETIREMENT FUND

21 A 1 Redemption of Bonds (after transfer of \$53.58 from General Fund)	\$ 100.00
21 A 2 Interest on Bonds	\$ 5.00
Total General Bond Retirement Fund	\$ 105.00

SECTION 8. That there be appropriated from the funds:

General	\$ 71,173.58
Street Construction Maintenance & Repair	\$ 28,700.00
State Highway Improvement	\$ 1,900.00
General Bond Retirement	\$ 105.00

GRAND TOTAL APPROPRIATIONS\$101,878.58

SECTION 9. And the Village Clerk is hereby authorized to draw his warrants on the Village Treasurer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the Village, and for purposes other than those covered by the other specific appropriations herein made.

SECTION 10. This ordinance shall take effect at the earliest period allowed by law.

Passed January 20th, 1964.

(Signed) William O. Gimbel
President of Council

Attest: (Signed) Katharine B. Brown
Clerk of Council

ORDINANCE NUMBER 5-1964

AN ORDINANCE TO REGULATE THE PRICE WHICH THE DAYTON POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, MAY CHARGE FOR ELECTRIC ENERGY FURNISHED FOR THE OPERATION OF TRAFFIC SIGNALS IN THE VILLAGE OF CENTERVILLE, STATE OF OHIO, FOR A PERIOD OF TEN (10) YEARS, COMMENCING ON THE EFFECTIVE DATE OF THIS ORDINANCE, AND CONTRACTING THEREFORE.

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CENTERVILLE, STATE OF OHIO:

SECTION 1. That The Dayton Power and Light Company, its successors and assigns, shall furnish to the Village of Centerville, Ohio, electric energy at approximately 120/240 volts for the operation of such traffic signal lights as may be needed by the Village, subject to the terms and conditions herein contained, for and during the period of ten (10) years, commencing on the effective date of this ordinance.

SECTION 2. That the Village of Centerville, Ohio, shall furnish all signals, controls and necessary wiring thereto, and shall terminate such wiring at a point agreed upon by said Power Company and said Village. The term "traffic signal" shall include all apparatus directing or regulating the flow of traffic at a given street or road intersection, irrespective of whether such apparatus consists of a single unit or of several units.

The Village of Centerville shall indemnify, keep and save harmless The Dayton Power and Light Company, its successors and assigns, against any and all loss, expense, damage claims, or causes of action, court costs, and/or final judgments which may be sustained by or arise against said Power Company by reason of the installation, maintenance and operation after the point of delivery of said traffic signal lights, provided, that if any such claim is made against said Power Company, it shall promptly notify the Village thereof and the Village shall promptly assume charge thereof.

Employees and agents of either the Village or the Power Company shall not do, or attempt to do, anything to any wires, cables, apparatus or equipment owned by the other. Neither the Village nor the Power Company shall be held responsible for any damage which may result to the agents or employees of the other from such unwarranted action.

SECTION 3. That the rate to be charged for all electric energy supplied under the terms of this ordinance shall be Two and One-half Cents (\$0.025) per kilowatt-hour by meter in accordance with the Company's "Traffic Control Signal Rate", as now, or hereafter from time to time, on file with and approved by The Public Utilities Commission of Ohio, a copy of the filing as now on file and so approved entitled "The Dayton Power and Light Company, P. U. C. O. No. 11, Electric Service, Traffic Control Signal Rate, Second Revised Sheet No. 51, effective December 23, 1963", is attached, provided, however, that if the usage and consumption of electric energy is such that a rate lower than Two and One-half Cents (\$0.025) per kilowatt-hour would be earned under the otherwise applicable rates of the Power Company, duly published and on file with The Public Utilities Commission of Ohio, then, and in that event, the Village shall be privileged to apply to the Power Company for such rate service, and thereafter the energy so to be supplied by The Dayton Power and Light Company shall be supplied under and in conformity with such applicable rate.

The Power Company may make and shall receive a minimum monthly charge of Seventy-five Cents (\$0.75) per meter per month for each meter installation established for the measurement of energy so to be supplied.

SECTION 4. That the Village of Centerville, Ohio, shall do all things and bear all expense incident to or necessary for the maintenance, operation, installation or removal of its own equipment.

SECTION 5. That all electric energy to be furnished hereunder shall be furnished as provided herein and supplied continuously and without interruption except for the following causes: accidents and contingencies, short circuits, line or equipment failures, 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 the Power Company. The Power Company does not guarantee a continuous supply of electric energy and shall not be liable to the Village of 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, 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 6. That all electric service furnished hereunder by the Power Company shall be furnished under 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.

SECTION 7. That this ordinance shall be accepted by The Dayton Power and Light Company in writing within thirty (30) days after the effective date hereof, which acceptance shall be filed with the Clerk of said Village. Upon such acceptance being filed with said Clerk this ordinance shall be and constitute a contract between the said The Dayton Power and Light Company and the Village of Centerville, Ohio, for a period of ten (10) years, commencing on the effective date of this ordinance.

SECTION 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED by the Council of the Village of Centerville, Ohio, this 3rd day of February, 1964.

(Signed) William O. Gimbel
MAYOR

ATTEST:

(Signed) Katharine B. Brown
CLERK

C E R T I F I C A T E

I, Katharine Brown, Clerk of the Council of the Village of Centerville, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5-1964, passed by the Council of said Village on the 3rd day of February, 1964.

WITNESS my hand at Centerville, Ohio, this 3rd day of February, 1964.

(Signed) Katharine B. Brown
CLERK