

Section 5. All provisions and requirements of Ordinance Number 10 - 1953 shall, as to all persons except public utility firms or corporations herein excepted remain in full force and effect. This ordinance is passed this 3rd day of May, 1954.

(signed) Geo. E. Howe
Clerk, Village of Centerville

Approved this 3rd day
of May, 1954.

(signed) James L. Kelsey
Mayor

C E R T I F I C A T E

I hereby certify that the foregoing is a true and correct copy of an ordinance passed and adopted by the Council of the Village of Centerville, Ohio, this 3rd day of May, 1954.

(signed) Geo. E. Howe
Village Clerk

I, George E. Howe, Clerk of Council of the Village of Centerville, State of Ohio, do hereby certify that there is no newspaper printed in said municipality, and that publication of the foregoing ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council as follows:

Longacre's Shell Station
U. S. Post Office
Village Food Market
Stage Coach Inn
Pure Oil Station

Each for the period of fifteen (15) days, commencing on this 3rd day of May, 1954.

(signed) Geo. E. Howe
Clerk, Village of Centerville

ORDINANCE NO. 4 - 1954

AN ORDINANCE GRANTING TO THE DAYTON POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A GAS FRANCHISE IN THE VILLAGE OF CENTERVILLE, STATE OF OHIO, FOR A PERIOD OF TWENTY-FIVE (25) YEARS, COMMENCING ON THE 9th DAY OF MAY, 1954.

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

SECTION 1: That, subject to the terms and conditions hereof, The Dayton Power and Light Company, hereinafter referred to as the "Company", is granted the right, power and privilege for the period of twenty-five (25) years, commencing on the 9th day of May, 1954, to do, carry on and transact in the Village of Centerville, Ohio, the business of supplying natural gas to the Village and its inhabitants for lighting, power and heating purposes, and such other purposes for which gas is now or may hereafter be used, and to that end, to enter upon, use and occupy the streets, alleys, avenues, public places and ways of the Village, to lay, relay, replace, maintain, use and operate pipes, mains, service pipe, conduits, valves drips, curb boxes, manholes, and vaults, regulators and all other necessary and proper appliances, devices and constructions for distributing and supplying gas to the Village and its inhabitants.

SECTION 2 That the Gas Service General Service Rules and Regulations set forth in Schedules duly filed by the Company, with, and pursuant to the authority of, The Public Utilities Commission of Ohio, as the same are now in effect and as the same may be amended from time to time pursuant to the authority of The Public Utilities Commission of Ohio, shall apply to, and shall control, the furnishing of natural gas pursuant to this franchise and the extension of said Company facilities for the furnishing of such gas to consumers located in the Village of Centerville, Ohio.

SECTION 3 That, further:

a. Upon the removal or relocation of any pipe, main service pipe, conduit, valve, drip, curb box, manhole, and vault, regulator or any other device or appliance, the surface of each street or public way, which may have been disturbed or broken, shall be replaced in a good and workmanlike condition by The Dayton Power and Light Company, its successors and assigns.

b. Each Consumer shall, at his own expense, provide, install and maintain all facilities necessary to receive the gas supplied by the Company. Each Consumer, shall also provide a meter location satisfactory to the Company.

c. The Company shall not be required to make any extensions on private property at its own expense, nor upon any public way or street for which the grade has not been established.

d. The Company shall have the sole determination of and responsibility for the proper design, location and construction of its pipes, mains, service pipes, conduits, drips, curb boxes, manholes and vaults, regulators, meters and any other necessary and proper appliances, devices and constructions for distributing and delivering the gas supplied by the Company. Where such mains are installed in easements in the rear or on the sides of lot lines, the Company's service pipes therefrom shall be installed to points determined by the Company within such easements; where such mains are installed in streets, or roads, or between curb lines and property lines, the service pipes therefrom shall be installed to the curb lines or to points determined by the Company between the curb lines and the property lines, or, where curb lines have not been established, such service pipes shall be installed to the normal curb line locations; and where such mains are installed in alleys, such service pipes shall be installed to the property lines. The installation of such service pipes, and, where desirable, shut-off valves and/or curb boxes at the ends thereof, shall be at the expense of the Company. The Company shall have no obligation to serve an individual consumer or groups of individual consumers by taps to or interconnections with, any gas main designed to carry a pressure of twenty-five pounds per square inch or more.

e. The point of delivery of all such gas to be supplied hereunder by the Company shall be at the shut-off valves installed at the ends of the Company's service pipes as above provided, or, where no shut-off valves are installed by the Company, the point of delivery shall be at the point where service pipes of the Company connects with the service pipe of the Consumer.

SECTION 4: That, as used herein "natural gas" shall mean an admixture of gases obtained from wells drilled or sunk into the earth, refined and processed, and standardized by commingling, dispatching, and when and to the extent deemed necessary or desirable by the Company or the Company's suppliers by stabilization in order to insure, so far as possible, uniformity in the utilization factor thereof. The term "natural gas" shall also include an admixture of natural gas, as defined above, and other available hydro-carbon gases, such as liquified petroleum gas-air mixture. The calorific value of natural gas supplied hereunder shall be not less than that supplied to the Company by its supplier.

SECTION 5: That nothing in this ordinance shall be construed as granting The Dayton Power and Light Company an exclusive privilege or right. The rights and privileges of this ordinance shall inure to The Dayton Power and Light Company and to its successors and assigns.

SECTION 6: That this ordinance shall be accepted by The Dayton Power and Light Company within thirty (30) days after the effective date hereof, and upon such acceptance being filed with the Village Clerk said ordinance shall be and constitute a contract between the Village of Centerville, Ohio, and The Dayton Power and Light Company, its successors and assigns.

SECTION 7: 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, State of Ohio, this 3rd day of May, 1954.

(signed) James L. Kelsey
Mayor

ATTEST:

(signed) Geo. E. Howe
CLERK

C E R T I F I C A T E

I, Geo. E. Howe, 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. 4, passed by the Council of the Village of Centerville, Ohio, on the 3rd day of May, 1954.

(signed) Geo. E. Howe
CLERK

ORDINANCE NO. 5 - 1954

VILLAGE OF CENTERVILLE, OHIO

An Ordinance to Authorize The Mayor of the Village of Centerville, Ohio, to Enter into a Written Contract with The Miami Valley Civil Defense Authority.

WHEREAS, it is determined that it is in the public interest that this Village of Centerville, Ohio, become a part of the Miami Valley Civil Defense Authority,

NOW, THEREFORE, Be It Resolved by the Council of the Village of Centerville, Ohio:

Section 1. That the Village of Centerville shall become a part of, and a contributing member of the Miami Valley Civil Defense Authority, and as such shall accept the benefits and responsibilities of such relation and association.

Section 2. That the Mayor of the Village of Centerville be authorized to enter into a written contract on behalf of the Village of Centerville with said Miami Valley Civil Defense Authority, by the terms of which Section 1 above will be accomplished, said contract to be in form as set forth hereinafter upon the Exhibit "A" hereto attached and made a part of this Ordinance.