

the foregoing is a true and correct copy of ordinance/resolution adopted by the council of the said village on the 6th day of April, 1953, that the publication of such ordinance/resolution has been made and certified of record according to law; that no proceedings looking to a referendum upon such ordinance/resolution have been taken; and that such ordinance/resolution and certificate of publication thereof are of record in ordinance/resolution Record No. 5, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 6th day of April, 1953.

(signed) Geo. E. Howe
Clerk

Village of Centerville, Ohio.

ORDINANCE NO. 6-1953

AN ORDINANCE FIXING THE PRICE WHICH THE DAYTON POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, MAY CHARGE FOR ELECTRIC ENERGY FURNISHED FOR MUNICIPAL PUMPING PURPOSES IN THE VILLAGE OF CENTERVILLE, OHIO, FOR A PERIOD OF FIVE (5) YEARS, COMMENCING ON THE 13TH DAY OF MAY, 1953, AND DETERMINING THE MANNER IN WHICH SAID ELECTRICITY MAY BE FURNISHED, PROVIDED AND PAID FOR.

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

SECTION 1: That The Dayton Power and Light Company, an Ohio corporation, hereinafter referred to as the "Power Company", shall furnish and supply to the Village of Centerville, Ohio, at the price and under the terms and conditions herein provided such electric energy as may be needed in and for municipal water pumping purposes by said Village, for and during the period of five (5) years, commencing on the 13th day of May, 1953.

SECTION 2: That the point of delivery of all such energy so to be supplied hereunder for the purposes aforesaid shall be at the point of termination of the said Power Company's service wires at the service entrance of the Village Pumping Station, located near the quarry approximately one-half mile east of the corporation line. The point of measurement of all such energy shall be at the meterboard located on the inside of the Village Pumping Station.

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 property of the Village of Centerville, Ohio.

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

SECTION 3: That electric energy so to be supplied hereunder shall be what is known commercially as alternating current at approximately 120-240 volts, and at a frequency of approximately 60 cycles per second.

SECTION 4: That the rate to be charged for all electric energy supplied under the terms of this ordinance shall be Three Cents (\$0.03) per kilowatt-hour by meter, provided, however, that if the usage and consumption of electric energy is such that a rate lower than Three Cents (\$0.03) 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 for 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 the meter installation established for the measurement of energy so to be supplied.

SECTION 5: That all meters installed by virtue of the provisions of this ordinance shall be read monthly and as nearly as possible on the same day of each month, and the said Village agrees to pay said bills for electric energy as they are rendered.

SECTION 6: That all responsibility of the Power Company in regard to the electric energy supplied hereunder shall cease after the same has been delivered to the location mentioned above, in accordance with the provisions of this ordinance, and the Village 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 or property occasioned by such energy at and after its delivery to the locations covered by this ordinance, and the Village further agrees to defend at its own expense any suits based upon such claims.

SECTION 7: That the Power Company shall indemnify, exonerate and hold harmless the Village 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 Village arising out of and in the course of their employment, for injuries to persons or property occasioned by such energy up to the point 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 Village harmless from any loss, damage or expense growing out of or in any manner connected with the act of any employees of the Village 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 8: That the Village 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 9: That upon the Power Company filing its written acceptance of this ordinance with the Clerk of said Village within thirty (30) days from the taking effect thereof, this ordinance shall be and constitute a contract between the said Village and the Power Company, its successors and assigns.

SECTION 10: 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 13th day of April, 1953.

(signed) James 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 Village of Centerville, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 6, passed by the Council of said Village of Centerville, Ohio, on the 13th day of April, 1953.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Village of Centerville, Ohio, this 13th day of April, 1953.

(signed) Geo. E. Howe
CLERK

ORDINANCE NO. 7-1953

VILLAGE OF CENTERVILLE

An Ordinance to control the casting or dumping of unwholesome or foreign material into and upon any street, sidewalk or public way within the Village of Centerville, Ohio.

BE IT ORDAINED by the Council of the Village of Centerville, State of Ohio:

Section I. That it shall be unlawful and it is hereby declared to be a nuisance for any person or persons to throw, cast, dump, place or deposit, or to cause to be thrown, cast, dumped, placed or deposited, any earth, mud, dirt, gravel, sand, rubbish, or any other material whatsoever, in or upon any street, lane, alley, avenue, sidewalk, or any public place in the Village of Centerville, within the corporate limits of said Village.

Section II. Any person violating the provisions of Section I next preceding, shall be guilty of a misdemeanor and upon conviction thereof, shall be fined in any sum not less than Ten Dollars (\$10.00) nor more than One Hundred Dollars (\$100.00), together with the costs of prosecution.