

ORDINANCE NO. 4 - 1943

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 WITH THE EFFECTIVE DATE OF THIS ORDINANCE, 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 I: That, The Dayton Power and Light Company, an Ohio corporation, shall furnish and supply to the Village of Centerville, Ohio, at the prices and under the terms and conditions herein provided, such electric energy as may be needed in and for the operation of the municipal water works, for and during the period of five (5) years, commencing with the effective date of this ordinance.

SECTION II: 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 The Dayton Power and Light Company's service wires at the service entrance of the Village Pumping Station located near the quarry, approximately 1/2 mile east of corporation line. The point of measurement of all such energy shall be at the meterboard located on the inside of the Village Pumping Station.

Said The Dayton Power and Light Company shall furnish, supply, operate and maintain all transformers, service wires and meters necessary in and for the proper delivery and measurement of such electrical energy so to be supplied hereunder. Any and all property, apparatus and devices furnished by said The Dayton Power and Light 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 Dayton Power and Light Company.

SECTION III: That electrical energy so to be supplied hereunder shall be what is known commercially as Alternating Current, at approximately 115-230 volts, and at a frequency of approximately 60 cycles per second.

SECTION IV: The rate to be charged for all electric service 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 schedules of the 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 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 schedule.

Said 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 V: 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 electrical energy as they are rendered.

SECTION VI: All responsibility of the Power Company in regard to the current supply shall cease after the same has been delivered to the Village in accordance with the provisions of this ordinance and the Village agrees to indemnify and hold The Dayton Power and Light Company harmless and free from and for all loss, damage, or expense growing out of or in any way connected with the claims of any third person or persons, excepting employees of the Power Company in the performance of their duties, for injuries to persons or property occasioned by said current at and after its delivery to the Village as aforesaid and the Village further agrees to defend at its own expense any suits based upon such claims.

SECTION VII: The Dayton Power and Light Company shall indemnify and hold the Village of Centerville, Ohio, free and harmless from and for all loss, damage or expense for injury to person or property except as herein provided, occasioned by the current up to the point of delivery of said electrical energy to the Village as hereinbefore provided, and said Company shall defend at its own expense any suits based upon such claims, except and provided that the Company shall not be liable or responsible and shall not hold the Village harmless from any damage or damages to any employee or employees, licensee or invitee of the Village who may go upon any structure, pole, tower or appurtenance of the Company or attempt to do anything to any line, appliance or apparatus of the Company.

SECTION VIII: Upon The Dayton Power and Light Company filing its written acceptance of the Ordinance with the Clerk of said Village within sixty (60) days from the taking effect thereof, this ordinance shall be and constitute a contract between the said Village and Company, its successors and assigns.

SECTION IX: 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 12th day of April, 1943.

(signed) Emory W. Bradstreet
Mayor

ATTEST:

(signed) George E. Howe