

ORDINANCE NO. C-17-76

AN ORDINANCE TO CONTRACT FOR THE OPERATION AND MAINTENANCE OF STREET LIGHTING SYSTEM OWNED BY THE CITY

WHEREAS, it is necessary for the City to contract with the Columbus and Southern Ohio Electric Company for energy, maintenance and operation of street lighting systems owned by the city;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The Administrative Assistant is hereby authorized and directed to enter into a contract between the Columbus And Southern Ohio Electric Company, a public utility incorporated under the laws of the State of Ohio (the "Company") and the City of Grove City, Ohio (the "City").

SECTION 2. For a period beginning with the effective date of this ordinance and terminating on March 1, 1981, the Company shall supply the energy for and shall operate and maintain the street lighting system owned by the City. The term "street lighting system" as used herein, includes the street lightingsystem of the City to be installed as provided for in Ordinance No. C-62-75.

SECTION 3. The Company shall have the right to charge and the City agrees to pay to the Company for the operation and normal maintenance of the street lighting system set forth in Section 6 of this ordinance, including energy supplied therefor, in accordance with the schedule of rates set forth below:

<u>Type and size in Lumen</u>	<u>Rate per Lamp per Month</u>
8,000 lumen, mercury vapor	\$2.90

SECTION 4. The amount of energy used by each lamp is calculated on the basis of all night burning every day of the year, or approximately 4000 hours per year (an average of 333.3 hours per month). In addition to the charges set forth in Section 3 above, the Company will, each month, apply the following fuel adjustment to the total average KWH per month for all the lamps billed during the period.

The energy charge applicable to all kilowatt-hours of energy consumed shall be increased or decreased .0011 cent per KWH per each full one-tenth cent increase or decrease above or below forty-one cents (41) in the average cost per million BTU of fuel consumed at the Company's generating stations during the most recent calendar month preceding the billing date.

SECTION 5. Payments for the service furnished hereunder shall be made monthly, in accordance with bills rendered therefor by the Company at the end of each period, each payment to be due within fifteen (15) days of the submission of the bill therefor, overdue payments to bear interest at the rate of six per cent (6%) per annum until paid. Should the municipality default in four (4) successive payments, the Company may at any time discontinue service hereunder without notice so long as any default exists; provided, however, that no charge shall be made by the Company for service hereunder during any period in which service is so discontinued. In the event of such default, the Company, upon written notice to the City, may terminate this Agreement.

SECTION 6. The charges provided for in Section 3 herein above shall include payment for all energy supplied by the Company for the street lighting system, and the normal maintenance of the street lighting system by the Company. "Normal maintenance" for purposes of this Agreement shall be limited to the following:

1. Relamping of all mercury vapor fixtures once every four years, and replacement of normal burnouts.

- 2. Replacement of broken lamp bulbs or other broken glassware which have been broken by accident or through vandalism.
- 3. Washing and cleaning of fixtures in accordance with the Company's standard practices.
- 4. Protection and control of circuits.

SECTION 7. Replacement of luminaires and metal standards found to be beyond repair, repair of metal standards, and replacement of or repairs to underground cables, and replacement of or repairs to such other of the City's property not cover in Section 6 above will be performed by the Company upon receipt of written request and authorization therefor from the Service Director. Before making any such repairs or replacements, the Company will furnish to the Service Director its estimate of cost thereof, if requested. The Company shall have the right, without prior authorization, to make such emergency repairs and replacements as it deems necessary for the safe operation of the system. The Company shall have the right to charge and the City shall pay the Company its cost for the repairs and replacements provided for in this Section.

The company agrees that, upon receipt of notice or authorization from the City of a light failure or other condition indicating need of repair, replacement or maintenance, it will, not later than three working days thereafter, commence the needed repair, replacement, or maintenance and prosecute the same diligently to completion.

SECTION 8. The Company shall make every effort to keep the street lighting system in operation during the time provided for herein. If, for any reason, the Company fails to do so for more than an aggregate of seventy two (72) hours in any one month, and upon written notice of such aggregate outage furnished to the Company by the City within ten (10) days of the end of such month, there shall be a pro-rata reduction from the bill, based upon the estimated number of kilowatt hours which would have been burned during such outage, at the rate of 1.75 cent (one and three quarters cents) per kilowatt hour. No other liabilities shall attach to the Company for any outage. Nothing contained in this section shall affect the right of the City to relief in the event of a material failure by the Company to perform its obligation hereunder, by cancellation of the Contract, or for recovery of damages.

SECTION 9. The Company shall save the Municipality harmless from any and all liability occasioned by the sole negligence of the Company in the maintenance and operation of the City street lighting system in the Municipality.

SECTION 10. All of the rights, privileges, and obligations granted to or imposed upon the Company, or the City as recited in the Ordinance shall inure to the benefit of and be binding upon its successors and assigns.

SECTION 11. This ordinance shall take effect at the earliest opportunity allowed by law.

Submitted: 2/2/76

  
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 James R. McDonald, President of Council

Passed: 2/16/76

  
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 Michael T. Brandt, Mayor

Effective: 3/17/76

Attest:

  
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 June A. Cook, Clerk of Council

I Certify that this ordinance is correct as to form:

  
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 Ronald E. Plymale  
 Director of Law