

By: J. Joehmert

An ordinance to authorize the City of Bexley to enter into a new contract with the Columbus & Southern Ohio Electric Company to be effective as of February 1, 1984 to provide electrical energy for traffic control equipment, to establish new rates and charges for such usage, to establish the manner and time for payments, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1: That the Mayor and the Auditor are hereby authorized to enter into a new contract with the Columbus and Southern Ohio Electric Company, a copy of which is attached hereto and incorporated herein as if fully rewritten, effective as of February 1, 1984, to provide unmetered electrical energy used for the traffic control equipment used within the City of Bexley, to establish the rate and charges for such electrical energy, and the time and manner of payment for such charges.

Section 2: That the necessary funds to cover the anticipated cost of the new contract for fiscal year 1984 have been set aside and appropriated from the unencumbered General Fund in the general appropriation ordinance, to be used for payments under said contract as such payments become due by the terms thereof.

Section 3: That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health, or safety in that the electrical service is now being provided, is absolutely necessary and the previous contract has been terminated due to changes in rates and costs; therefore, such Ordinance shall go into effect upon its adoption and its approval by the Mayor.

Passed: March 27, 1984

John H. Bage  
President of Council

ATTEST: John H. Bage  
Clerk of Council

APPROVED: March 27, 1984  
David H. Madison  
DAVID H. MADISON, Mayor

February 14, 1984 - First reading  
March 13, 1984 - Second reading  
March 27, 1984 - Third reading

CONTRACT FOR ELECTRIC SERVICE  
FOR UNMETERED TRAFFIC CONTROL EQUIPMENT  
(ENERGY ONLY)

City of Bexley, Ohio

Effective Date: February 1, 1983

This contract is made by and between Columbus and Southern Ohio Electric Company, a public utility incorporated under the laws of the State of Ohio (the "Company") and the Municipality of Bexley, Ohio.

SECTION 1: This contract shall be for an initial period of one (1) year from the effective date shown above and shall continue from month to month thereafter until cancelled by either party by 30 days written notice. The Company shall supply the energy for the Traffic Control Equipment owned by the Municipality. The term "Traffic Control Equipment", as used herein, includes the Traffic Control Equipment of the Municipality in existence on the effective date of the Contract and any extension of or addition to said system made after the effective date by the Municipality, as provided in Section 4 hereof.

SECTION 2: The Company shall have the right to charge and receive from the Municipality payment for the energy consumed by the Traffic Control Equipment at the calculated monthly charge at the base rate of 3.5 ¢ per KWH plus the applicable fuel component and an adjustment to allow for recovery of the Ohio Gross Receipts Tax.

The Base rate shall be subject to change whenever there is an increase or decrease (exclusive of fuel) in the price per KWH for energy subject to Supplement 10 of the Company's filed rate tariff (a copy of which is attached and marked "Exhibit A"). The 3.5 ¢ price per KWH stated above shall be increased or decreased and the base rates adjusted by the same percentage as the increase or decrease (exclusive

of fuel) in the price per KWH in Supplement No. 16, as the same may be amended from time to time and approved by the Public Utilities Commission of Ohio (PUCO).

SECTION 3: The fuel component charged under this agreement shall be determined in the same manner as the fuel costs for tariffs subject to the jurisdiction of the PUCO.

SECTION 4: The Traffic Control Equipment to be served under this agreement includes equipment listed in Exhibit B to this agreement, as the same may be supplemented or revised by the mutual agreement of the parties. Such exhibit is hereby incorporated into and made a part of this agreement. The estimated average consumption of each piece of equipment as listed on Exhibit B shall be used to calculate the monthly billings.

SECTION 5: Electric energy delivered hereunder shall be 60 cycle alternating current, single phase, at a nominal voltage of 120/240 volts, in quantities sufficient to properly operate the above equipment.

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of electric energy, but in case such supply should be interrupted or fail by reason of an act of God, public enemy, accidents, strikes, legal process, Federal or State or Municipal interference, extraordinary repairs, breakdowns, or damage to the Company's facilities, or for any other reason beyond its control, the Company shall not be liable for damage to the Consumer because of such interruption or failure.

The Company shall not be liable to Consumer for any loss, injury or damage resulting from the Consumer's use of his equipment or from the use of the energy of the Company, or from the connection of the Company's wires with the Consumer's wires and appliances.

SECTION 6: Consumer agrees to provide and maintain adequate switching and fusing facilities, and to notify the Company in advance of any change in Consumer's equipment or in the use thereof which would affect the amount of energy consumed.

SECTION 7: Payments for the services provided hereunder shall be made monthly in accordance with bills rendered by the Company. In the event the Municipality fails to make the monthly payments due, any such payments shall bear a late payment charge of five (5%) percent of the total amount billed. Should the Municipality default in making payments for a period of three months, then the Company may, at anytime thereafter, discontinue service without notice until such time as the full amount due has been paid. The Company, at its option, may or may not resume service to the Traffic Control Equipment.

SECTION 8: All of the rights, privileges, and obligations granted to or imposed upon the Company, as recited in this Contract, shall inure to the benefit of and be binding upon its successors and assigns.

SECTION 9: The Company shall make every effort to keep the supply of energy contracted for available during the time provided. If, however, the Company fails to do so for more than an aggregate of four (4) hours in any one month, and upon written notice of such aggregate outage furnished to the Company by the Municipality within ten (10) days of the end of such month, there shall be a pro rata reduction from the bill to cover such outages. No liability shall attach to the Company for any outage.

IN WITNESS WHEREOF, the Company has caused this Contract to be executed by its duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

WITNESS:

MUNICIPALITY OF Bexley, OHIO

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

COLUMBUS AND SOUTHERN OHIO  
ELECTRIC COMPANY

By \_\_\_\_\_

Vice President

First Revised Sheet No. 53-1  
Cancels Original Sheet No. 53-1

COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY

SUPPLEMENT No. 16  
to  
P.U.C.O. No. 2  
ELECTRIC SERVICE  
OPTIONAL UNMETERED COMMERCIAL SERVICE SCHEDULE  
FOR SMALL FIXED LOADS  
(Page of 1 of 2)

AVAILABILITY

Available to consumers using the Company's standard service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards which can be served by a standard service drop from the Company's existing secondary distribution system. This service will be furnished at the option of the Company.

CHARACTER OF SERVICE

Alternating current, 60 cycles, at nominal voltages of 120, 120/240 or 120/208 volts, single phase, unmetered.

SCHEDULE OF CHARGES (PER MONTH)

Applicable to each supply service:

5.50¢ per KWH of calculated energy use per month.

Minimum charge: \$5.00 per month.

ELECTRIC FUEL COMPONENT

In addition to the charges set forth in the above schedule, there shall be an Electric Fuel Component charge per kilowatthour as specified in the Electric Fuel Component Rider (Sheet No. 250-1).

INTERIM SURCHARGE ADJUSTMENT

Monthly charges computed under this schedule shall be adjusted in accordance with the interim surcharge for recovery of increased Ohio Gross Receipts Tax as set forth in Rider No. 3 (Sheet No. 270).

DELAYED PAYMENT CHARGE

The above tariff is net if full payment is received within 15 days of bill. On all accounts not so paid, an additional charge of five per cent (5%) of the total amount billed, but not less than twenty-five cents (25¢) will be made.

Filed pursuant to Order No. 81-1408-AU-UNC

Issued: November 25, 1981

Effective: January 1, 1982

Issued by  
Ben T. Ray, President  
Columbus, Ohio

Original Sheet No. 53-2

COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY

SUPPLEMENT No. 16  
to  
P.U.C.O. No. 2  
ELECTRIC SERVICE  
OPTIONAL UNMETERED COMMERCIAL SERVICE SCHEDULE  
FOR SMALL FIXED LOADS  
(Page 2 of 2)

SERVICE AND CONTRACT PROVISIONS

Each separate point of delivery of service shall be considered a Contract Location.

Only one supply service will be provided to a consumer under this Schedule at one Contract Location.

Each supply service shall be billed under a separate service contract.

The consumer shall furnish switching equipment satisfactory to the Company.

The consumer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the consumer's equipment at any time to verify the actual load. In the event of the consumer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the Contract Location thereafter under this Schedule, and shall be entitled to bill the consumer retroactively on the basis of the increased load for the full period such load was connected plus three months.

TERM OF CONTRACT

As provided in the individual contract, but in no case less than one year.

Filed pursuant to Order No. 81-817-EL-ATA

Issued: August 19, 1981

Effective: August 19, 1981

Issued by  
Ben T. Ray, President

12/7/83

CITY OF BEXLEY  
Traffic Equipment  
Exhibit B

1.	649 College at Mound 2 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	99 <u>10</u>	109 KWH
2.	710 S. Cassingham at Mound 4 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	199 <u>20</u>	219 KWH
3.	717 Montrose at Mound 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH
4.	2414 East Main at Cassady 8 - 69 Watt Lamps @ 720 hrs. 4 - 150 Watt Lamps (Ped) @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 432 <u>83</u>	912 KWH
5.	728 South Remington at Mound 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH
6.	2680 East Main at Roosevelt 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH
7.	2594 East Main at Remington 8 - 69 Watt Lamps @ 720 hrs. 4 - 150 Watt Lamps (Ped) @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 432 <u>83</u>	912 KWH

8.	2500 East Main at Cassingham 12 - 69 Watt Lamps @ 720 hrs. 4 - 150 Watt Lamps (Ped) @ 720 hrs. 10% Total watts Controller @ 720 hrs.	596 432 <u>103</u>	1131 KWH
9.	2353 East Main at Pleasant Ridge 6 - 69 Watt Lamps @ 720 hrs. 4 - 150 Watt Lamps (Ped) @ 720 hrs. 10% Total watts Controller @ 720 hrs.	298 432 <u>73</u>	803 KWH
10.	2282 East Main at Drexel 6 - 69 Watt Lamps @ 720 hrs. 6 - 150 Watt Lamps (Ped) @ 720 hrs. 10% Total watts Controller @ 720 hrs.	298 648 <u>95</u>	1041 KWH
11.	2200 East Main at College 8 - 69 Watt Lamps @ 720 hrs. 4 - 150 Watt Lamps (Ped) @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 432 <u>83</u>	912 KWH
12.	2111 E. Main at Parkview 8 - 69 Watt Lamps @ 720 hrs. 4 - 150 Watt Lamps (Ped) @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 432 <u>83</u>	912 KWH
13.	2461 Fair at S. Cassady 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH
14.	2699 Fair at S. Roosevelt 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH
15.	2265 S. Cassingham at Elm 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH
16.	215 S, Cassady at Elm 3 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	149 <u>15</u>	164 KWH



12/7/83

- 3 -

17.	2249 East Broad Street at Parkview 8 - 69 Watt Lamps @ 720 hrs. 10% Total watt Controller @ 720 hrs.	397 <u>40</u>	437 KWH
18.	2409 E. Broad Street at Drexel 8 - 69 Watt Lamps @ 720 hrs. 8 - 150 Watt Lamos Controller @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 864 <u>126</u>	1387 KWH
19.	2529 E. Broad St. at Cassady 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH
20.	2635 E. Broad St. at Cassingham 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH
21.	2795 E. Broad St. at Roosevelt 12 - 69 Watt Lamps @ 720 hrs. 2 - 150 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	596 216 <u>81</u>	893 KWH
22.	282 N. Remington at Maryland 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH
23.	298 N. Cassady at Maryland 8 - 69 Watt Lamps @ 720 hrs. 10% Total watts Controller @ 720 hrs.	397 <u>40</u>	437 KWH

School Flashers

1.	298 N. Cassady at Maryland 4 - 69 Watt Lamps 50/50 operation (During school hours)	55	55 KWH
2.	282 N. Remington at Maryland 8 - 69 Watt Lamps 50/50 operation (During school hours)	110	110 KWH
3.	226 S. Cassingham at Elm 4 - 69 Watt Lamps 50/50 operation (During school hours)	55	55 KWH
	Total per month		<u>14,422 KWH</u>

12/7/83

TRAFFIC SIGNAL  
Cost Comparison

Existing Contracts

Total KWH per Month - 14,417

14,417 x .032 (base rate) \$461.34  
14,417 x .01734 (fuel component) 250.00

Interim Surcharge - .0075

\$711.34  
5.34

\$716.68 per month

New Contract

Total KWH per Month - 14,422

14,422 x .035 (base rate) \$504.77  
14,422 x .01734 (fuel component) 250.09

Gross Receipts Tax

\$754.86  
42.06

\$796.92 per month

\$754.86 + .947225 = \$796.92  
(Gross Receipts Tax)

NEW \$796.92  
OLD 716.68

\$ 80.24 Increase per Month