

ORDINANCE NO. 53 - 86

By Art Schmitz

An Ordinance to authorize the Mayor and Auditor to enter into a contract with the Columbus and Southern Ohio Electric Company to supply energy for the street lighting system of the City of Bexley; to appropriate additional funds; and to declare an emergency.

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

Section 1. That the Mayor and Auditor of the City of Bexley are hereby authorized to enter into a contract, a copy of which is attached hereto and made a part hereof, with the Columbus and Southern Ohio Electric Company for electric energy for the street lighting system of the City of Bexley,

Section 2. That \$3,000.00 should be, and it hereby is, appropriated from the unencumbered General Fund to pay the increased cost of this contract.

Section 3. That this Ordinance is an emergency measure, necessary for the preservation of the public peace, health and safety, said emergency being the original energy contract expired in 1984 and it is advantageous for the City to secure this contract now before unanticipated cost increases may occur, and shall go into immediate force and effect on it's passage and approval by the Mayor.

Passed: September 9, 1986

J. F. Schmitz  
President of Council

Attest: J. H. Schmitz

Approved: Sept. 9, 1986

David H. Madison  
David H. Madison, Mayor

Sept. 9, 1986 - 1st reading  
Susp. & Adopt.



The above rates are calculated on the basis of .035 ¢/KWH with an estimated monthly KWH consumption per lamp as shown above. These Base rates are subject to change whenever there is an increase or decrease (exclusive of fuel) in the price per KWH for energy subject to Supplement No. 16 of the Company's filed rate tariff (a copy of which is attached and marked "Exhibit A"). The 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:

In addition to the charges set forth above, as the same may be adjusted, the Company will, each month, apply a fuel cost component and an adjustment to reflect the recovery of the Ohio Gross Receipts Tax.

**FUEL COST COMPONENT:** The fuel cost 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.

The amount of energy used by each lamp is calculated on the basis of all night burning every day of the year, or approximately 4,000 hours per year (an average of 333.3 hours per month).

Section 4:

Payments for the services provided hereunder shall be made monthly in accordance with bills rendered by the Company and as provided in Supplement No. 21 to PUCO No. 2 as it may be amended from time to time.

Payments for the street lighting service furnished hereunder shall be made monthly in accordance with bills rendered by the Company. If bill payment is not received by the Company in its offices on or before the specified payment date, an additional amount equal to 1.5% (one and one-half percent) of the unpaid balance, will become due and payable as part of the customer's total obligation. In no event shall the above delayed payment provision of 1.5% be applied to the same unpaid balance for more than three (3) consecutive months (or exceed 5.0% on any single month's bill for electric consumption to which the delayed payment provision has been applied). Also the amount of the delayed payment provision shall not be less than twenty-five cents (25¢) each month. This provision is not applicable to unpaid account balances existing on the effective date of the tariff pursuant to Case No. 84-486-EL-ATA.

Should payment not be received for a period of three (3) months, then the Company may, at any time 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 said service to street lighting.

Section 5:

All of the rights, privileges, and obligations granted to or imposed upon the parties, as recited in this Contract, shall inure to the benefit of and be binding upon their successors and assigns.

Section 6:

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 Customer 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 parties have caused this Contract to be executed by their duly authorized representatives as of the latest date specified below.

ATTEST:

CUSTOMER:

CITY OF BEXLEY, OHIO  
By: [Signature]  
Name: John W. Hornberger  
Title: City Auditor

9/9/86  
Date

By: [Signature]

Print Name David H. Madison

Title Mayor

ATTEST:

COLUMBUS AND SOUTHERN  
OHIO ELECTRIC COMPANY

[Signature]

9/23/86  
Date

By: T. R. Watkins [Signature]

Print Name Columbus Division Manager

Title \_\_\_\_\_

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Passed: September 9, 1986

[Signature]  
President of Council

Attest: [Signature]

Approved: Sept. 9, 1986

[Signature]  
David H. Madison, Mayor

Revised Sheet No. 53-1  
Cancels 1st Revised 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).

Filed pursuant to Order No. 83-314-EL-AIR

Issued: December 27, 1983

Effective: December 30, 1983

Issued by  
Ben T. Ray, President  
Columbus, Ohio