

ORDINANCE NO. 53 -94

BY: Richard F. Weber

An Ordinance to authorize the Mayor and Auditor to execute a contract with Columbus Southern Power to provide lighting for streets and other public places in the City of Bexley, Ohio.

Section 1. That the Mayor and the Auditor are hereby authorized to execute a contract with Columbus Southern Power, a copy of which is attached hereto and made a part hereof, to be effective with the passage of this Ordinance as provided for by law, to provide lighting for streets and other public places in the City of Bexley, Ohio.

Section 2. That the amount of \$55,000.00 has been appropriated and set aside from the unencumbered General Fund to Account Number 01-340-113 in the 1994 Appropriations Ordinance to be used to provide electric power for lighting for streets and other public places and that the contract shall not exceed that amount.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: October 11, 1994

John M. Brennan
President of Council

Attest: J.W. Weber
Clerk of Council

Approved: 10/11, 1994

D. H. Madison
David H. Madison, Mayor
colsopwr

September 13, 1994 - 1st reading
September 27, 1994 - 2nd reading
October 11, 1994 - 3rd reading, passed

Section 2:

For all street lights not covered by the "Schedule SL" tariff, payment for such services shall be in accordance with the following schedule of rates, and shall be increased or decreased by the same percentage as the increase or decrease (exclusive of fuel) in the rates provided in the "Schedule SL" tariff as the same may be amended from time to time and approved by the PUCO:

Schedule Of Rates

For the purposes of this list, Device is any pole, bracket, light or etc. for which the Company charges a monthly fee.

<u>Device</u>	<u>Size</u>	<u>Type</u>	<u>Rate Per Device Per Month</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The rates set forth in the above schedule shall be the base rates. The base rates will be adjusted to reflect the same percentage increase or decrease (exclusive of fuel) in the rates provided for in the "Schedule SL" tariff which may be amended from time to time and approved by the PUCO. The base "Schedule SL" tariff to be used in determining the percentage change in rates applicable shall be attached hereto and marked "Exhibit A". The effective date of any adjustment made under this section shall be the effective date of the tariff amendments.

Section 3:

In addition to the charges set forth in Sections 1 and 2 above, as the same may be amended from time to time, the Company will, each month, apply an Electric Fuel Component ("EFC"), an Interim Emergency and Temporary Rider for Recovery of Percentage of Income Payment Plan Arrearage ("Rider") and any other applicable adjustment ordered by the PUCO.

EFC And Rider: These adjustments charged under this agreement shall be determined in the same manner as adjustments for tariffs subject to the jurisdiction of the PUCO.

The amount of energy used by each luminaire 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 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 street lighting.

Section 5:

The Company agrees during the term hereof to install additional street lights of the type and size specified above when written orders and instructions are issued therefor and signed by the proper officials; provided, however, that if new street lights are to be located more than two hundred and fifty (250) feet from the nearest existing distribution circuit where a connection may be made, then the Customer shall pay the total expenses incurred in the construction of that part which exceeds the first two hundred and fifty (250) feet; whereupon such extension shall be and become a part of the property of the Company, and all new luminaires so required shall be maintained at the expense of the Company. Payment for said additional luminaires shall be in accordance with the foregoing provisions of this agreement.

The Company shall not be required to install additional luminaires or maintain same in the event that the Customer is in arrears in payment for services rendered.

Section 6:

It is further agreed that the Company shall move luminaires to new locations, or change the type of fixtures to another type specified above as requested by the Customer in writing; provided, however, that the actual cost to the Company in making such relocations or changes shall be paid for by the Customer.

The Customer may request removal of any street lights during the term of this contract by making the request in writing and fulfilling either a or b below:

- a) If the locations requested to be removed have been installed for at least 5 years, the Company will remove the facilities at no charge to the Customer.
- b) If the locations requested to be removed have been installed for less than 5 years, the Company will remove the facilities after payment of the monthly charges less fuel for the remaining time necessary to bring the locations up to 5 years.

The Customer may request a suspension of service for a maximum of six months of any street lights during the term of this contract by making the request in writing and by paying a disconnection and reconnection fee.

In the event removal or disconnection of street lights is requested by Customer, Customer does for itself and for its successors, assigns, directors, officers, employees, servants and agents, release and agree to indemnify and save and hold harmless the Company, American Electric Power Company, their subsidiary companies, and their successors, assigns, directors, officers, employees, servants, agents of and from any and all claims, demands, charges, suits or actions for property damage or loss or loss of use thereof, and personal injury and death, whether at law or in equity, brought by any person, entity, or agency, including but not limited to Customer's residents, or any judgments that may be entered therein, and all expenses of litigation including, but not limited to, reasonable attorneys' fees and litigation expenses that would or might result therefrom, arising from, or in any manner connected with but not limited to the removal or absence of lighting fixtures, poles or illumination within the Customer's city limits, except for liability arising from the sole negligence of the Company. In the event any such proceeding should be filed, Customer agrees that the Company shall have the right to select counsel to defend such proceedings, and that Customer shall make payment of any and all court costs, expenses of litigation, reasonable attorneys' fees and any judgments that may be entered therein.

Section 7:

The Company shall make every effort to keep the street lighting system contracted for in operation during the time provided. If for any reason the Company fails to do so for more than an aggregate of four (4) hours in any one (1) month, 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 reflect such outages. No liability shall attach to the Company for any outage.

Section 8:

The term of this Contract shall be from August 22, 19 94 through August 21, 19 99.

Section 9:

The Company at its own expense shall use reasonable diligence in maintaining the street lighting system in good order during the term of this agreement. The Company may refuse to install any lighting at a new location until the Customer shall trim or remove at the Customer's sole expense any trees for said new location which interfere with the proposed lighting to be installed by the Company. In addition, all clearance and/or trimming of trees designed to enhance light distribution upon the roadway, and the costs incident thereto, shall be the sole responsibility of the Customer. It is the Company's responsibility to perform all tree trimming and removal which, in the sole discretion of the Company, are necessary to provide proper line clearance and insure safety of the facilities. Under no circumstances shall the Customer perform any tree trimming around electrical conductors or facilities other than the lighting fixtures themselves.

Section 10:

The Company shall save the Customer harmless from any and all liability occasioned by the sole negligence of the Company in the construction, maintenance and operation of its street lighting system, including reasonable Attorney's fees and litigation expenses. Under such circumstances the Company agrees the customer shall have the right to select counsel to defend against such liability provided that the Company has refused to properly assume such defense on behalf of the customer.

Section 11:

Title to all wire, poles, lamps and appurtenances used by the Company in furnishing the service contemplated in this Contract is and shall be in the Company.

Section 12:

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

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:

Columbus Southern Power Company

_____ Date By D. M. Fenstermaker 10/19/94
 Print Name David M. Fenstermaker
 Title Columbus Region Manager

Attest:

Customer

Sharon Patterson 10/12/94 By DMJ
 Date Mayer

 Title Auditor

P.U.C.O. NO. 3

SCHEDULE SL
 (Street Lighting Service)

Availability of Service

Available to municipalities, counties and other governmental subdivisions, and community associations which have been incorporated as not-for-profit corporations for street lighting service supplied through Company-owned systems.

Service rendered hereunder, is predicated upon the existence of a valid contract between the Company and the customer specifying the type, number and location of lamps to be supplied and lighted.

Monthly Rate

<u>Type of Lamp</u>	<u>Nominal Lamp Wattage</u>	<u>Avg. Monthly KWH Usage</u>	<u>Rate Per Lamp Per Month</u> \$
<u>High Pressure Sodium (HPS)</u>			
Standard	100	40	6.95
Standard	150	59	7.90
Standard	200	84	10.15
Standard	250	103	11.20 ¹
Standard	400	167	12.65
Cut Off	100	40	9.95
Cut Off	250	103	16.00
Cut Off	400	167	20.45
<u>Mercury Vapor (MV)</u>			
Standard	100	43	6.35 ²
Standard	175	72	7.30 ³
Standard	400	158	11.85 ³

¹No new installations after October 1, 1982.

²No new installations after January 1, 1980.

³No new installations after May 21, 1992.

Other Equipment

When other new facilities are to be installed by the Company, in addition to the above charges, the customer shall pay:

1. For each lamp supported by a wood pole serving no other function than street lighting \$ 1.20 per month
2. For each aluminum pole \$12.45 per month
3. For each fiberglass pole \$18.55 per month
4. For each additional 150 foot overhead wire span or part thereof \$ 0.70 per month
5. For mounting other than standard bracket:
 - 12 foot mastarm \$ 1.05 per month
 - 16 foot mastarm \$ 1.40 per month
 - 20 foot mastarm \$ 2.45 per month
6. For each pole riser connection installed on or after May 21, 1992 \$ 3.60 per month
7. For each underground wire lateral not over 50 feet \$ 1.15 per month
8. The Company may require the customer to pay for or furnish duct under pavements or adverse soil conditions should this be necessary for initial installation or due to paving over underground feed after placement.

Delayed Payment Charge

Due Date and Delayed Payment Charge shall be pursuant to the provisions of Supplement 21.

(Continued on Sheet No. 40-2)

Filed pursuant to Order No. 91-418-EL-AIR dated January 13, 1994

Issued: January 18, 1994

Issued by
 Carl A. Erikson, President
 Columbus, Ohio

Effective: February 1, 1994

P.U.C.O. NO. 3

SCHEDULE SL (Continued)
(Street Lighting Service).Electric Fuel Component

In addition to the charges set forth in the above schedule, there shall be an Electric Fuel Component charge per KWH 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).

Interim Emergency and Temporary Rider Adjustment

Monthly charges computed under this schedule shall be adjusted in accordance with the Interim Emergency and Temporary Rider for recovery of Percentage of Income Payment Plan arrearages as set forth in Rider No. 5 (Sheet No. 290).

Emissions Fee Recovery Rider

Monthly charges computed under this schedule shall be adjusted with the rider for recovery of emissions fees as set forth in Rider No. 6 (Sheet No. 300).

Phase-in Deferral Recovery Rider

Monthly charges computed under this schedule shall be adjusted with the rider for recovery of phase-in deferrals as set forth in Rider No. 7 (Sheet No. 310).

Ownership of Facilities

All facilities necessary for street lighting service hereunder, including but not limited to, all poles, fixtures, street lighting circuits, transformers, lamps and other necessary facilities shall be the property of the Company and may be removed if the Company so desires, at the termination of any contract for service hereunder. The Company will maintain all such facilities.

Electric Energy Rate

The Company will furnish electric energy for a street lighting system owned and maintained by the customer at the following rate:

Customer Charge	\$ 4.10
Energy Charge	3.8636¢ per KWH

The applicable KWH per lamp shall be stated under the monthly rate.

Hours of Lighting

Dusk to dawn lighting shall be provided, approximately 4,000 hours per annum.

Lamp Outages

For all aggregate outages of four (4) hours or more in any month which are reported in writing within ten (10) days of the end of the month to the Company by a proper representative of the customer, there shall be a pro-rata reduction from the bill to reflect such outages.

Term of Contract

Contracts under this schedule will ordinarily be made for an initial term of five years with self-renewal provisions for successive terms of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of any term. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

The customer shall provide such cleared rights-of-way, licenses and permits as may be required to enable the Company to supply the service applied for.

(Continued on Sheet No. 40-3)

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Columbus, Ohio

P.U.C.O. NO. 3

SCHEDULE SL
(Street Lighting Service)

Service will not be provided hereunder if in the judgment of the Company a danger or nuisance will be created thereby. Service will be terminated if after installation it proves to be a danger or nuisance.

Rates contained herein are based upon continuous use of facilities and are not applicable to seasonal use.

Tree trimming is performed by the Company only when doing so prevents damage to Company facilities.

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Issued: January 18, 1994

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Issued by
Carl A. Erikson, President
Columbus, Ohio

P.U.C.O. NO. 3

SCHEDULE AL
(Private Area Lighting Service)

Availability of Service

Available to residential and general service customers where appropriate existing secondary distribution facilities are readily available for the lighting of private areas. This service is not available for street and highway lighting.

Monthly Rate

For each lamp with luminaire and an upsweep arm not over 7 feet in length or bracket mounted floodlight, controlled by photoelectric relay, where service is supplied from an existing pole and secondary facilities of the Company (a pole which presently serves another function besides supporting an area light):

Type of Lamp	Nominal Lamp Wattage	Avg. Monthly KWH Usage	Rate Per Lamp Per Month	
			Luminaire \$	Floodlight \$
<u>High Pressure Sodium (HPS)</u>				
Standard	100	40	6.75	7.35
Standard	150	59	7.65	--
Standard	200	84	9.85	--
Standard	250	103	10.55 ¹	12.20
Standard	400	167	12.95	16.05
Post Top	100	40	14.05	--
Post Top	150	59	15.05	--
Cut Off	100	40	10.00	--
Cut Off	250	103	16.00	--
Cut Off	400	167	20.40	--
<u>Mercury Vapor (MV)</u>				
Standard	100	43	7.05 ¹	--
Standard	175	72	7.50 ²	--
Standard	400	158	12.05 ²	--
Post Top	175	72	12.55 ²	--
<u>Metal Halide (MH)</u>				
Standard	250	100	--	13.05
Standard	400	158	--	16.05

¹No new installations after October 1, 1982.

²No new installations after May 21, 1992.

Other Equipment

When other new facilities are to be installed by the Company, in addition to the above monthly charge, the customer shall pay in advance the installation cost of such new overhead facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp. In lieu of such payment of the installation cost, for the following facilities, the customer may pay:

1. For each additional wood pole \$ 2.30 per month
2. For each aluminum pole \$12.60 per month
3. For each fiberglass pole \$18.80 per month
4. For each additional 150 foot overhead wire span or part thereof \$ 0.75 per month
5. For mounting other than standard bracket:
 - 8 foot mastarm \$ 0.60 per month
 - 12 foot mastarm \$ 1.05 per month
 - 16 foot mastarm \$ 1.40 per month
 - 20 foot mastarm \$ 2.45 per month
6. For each additional riser pole connection \$ 3.70 per month
7. For each underground wire lateral not over 50 feet \$ 1.10 per month

(Continued on Sheet No. 42-2)

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Effective: February 1, 1994

Issued by
Carl A. Erikson, President
Columbus, Ohio

P.U.C.O. NO. 3

SCHEDULE AL (Continued)
(Private Area Lighting Service)Other Equipment (Cont'd)

8. The Company may require the customer to pay for or furnish duct under pavements or adverse soil conditions should this be necessary for initial installation or due to paving over underground feed after placement.

Delayed Payment Charge

For non-residential customers, the above schedule is net if full payment is received in the Company's offices, or at an authorized agent, within 15 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.

Electric Fuel Component

In addition to the charges set forth in the above schedule, there shall be an Electric Fuel Component charge per KWH 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).

Interim Emergency and Temporary Rider Adjustment

Monthly charges computed under this schedule shall be adjusted in accordance with the Interim Emergency and Temporary Rider for recovery of Percentage of Income Payment Plan arrearages as set forth in Rider No. 5 (Sheet No. 290).

Emissions Fee Recovery Rider

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Phase-in Deferral Recovery Rider

Monthly charges computed under this schedule shall be adjusted with the rider for recovery of phase-in deferrals as set forth in Rider No. 7 (Sheet No. 310).

Ownership of Facilities

All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company.

Hours of Lighting

Dusk to dawn lighting shall be provided, approximately 4,000 hours per annum.

Term of Contract

Contract under this schedule will ordinarily be made for an initial term of one year with self-renewal provisions for successive terms of one year until either party shall give at least 60 days notice to the other of the intention to discontinue service at the end of any term. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

Rates contained herein are based upon continuous use of facilities and are not applicable to seasonal use.

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