

ORDINANCE NO. 3 - 86

AN ORDINANCE PROVIDING FOR A NEW STREET AND ROAD LIGHTING SYSTEM
CONTRACT WITH LORAIN-MEDINA RURAL ELECTRIC COOPERATIVE, INC.,
AUTHORIZING AND DIRECTING THE MAYOR AND THE CLERK TO EXECUTE
SAID CONTRACT AND DECLARING AN EMERGENCY

BE IT ORDAINED, by the Counsel of the Village of Spencer, Ohio,
three-fourths of its members concurring herein as follows:

1. A new contract for street and road lighting system within the
Village of Spencer, a copy of which is attached hereto and made a part
hereof, is hereby approved and adopted.

2. The Mayor and the Clerk of the Village of Spencer are hereby
authorized and directed to execute said contract and to forward a copy
of same to the Lorain-Medina Rural Electric Cooperative, Inc.

3. This Ordinance is hereby declared to be an emergency measure
necessary for the public peace, health, safety and welfare of the Village
of Spencer, Ohio and for the particular reason that a new contract is
necessary to guarantee a maintenance of the municipal street lighting with-
out penalty for late payment and that this Ordinance shall be in full force
and effect from and after its passage.

PASSED:

Mayor

ATTEST:

Clerk

STREET AND ROAD LIGHTING SYSTEM CONTRACT

AGREEMENT made this _____ day of _____, 1986

between Lorain-Medina Rural Electric Cooperative, Inc.

(hereinafter called the "Seller"), a corporation organized and existing under the laws of Ohio, and The Village of Spencer, Ohio

(hereinafter called the "Consumer"), a municipal corporation, the Township Trustees organized and existing under the laws of Ohio.

WITNESSETH:

1. a The Seller shall construct, maintain and operate an electric street lighting system (hereinafter called the "System") as shown on the maps, drawing and specifications attached hereto and made part hereof, and furnish all of the electric power and energy necessary for the operation of the System.

1. b However where maintenance (i.e. replacement or repairs) of lights are the result of malicious destruction and / or vandalism the Seller shall bill the Consumer and the Consumer shall pay to the Seller the amount of the charges necessary to make the lights operational.

2. The initial billing period shall start when the Consumer begins using electric power and energy, or

--- days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

3. The Consumer shall pay the Seller for all services furnished hereunder at the rates and on the terms and conditions set forth in the schedule "SL" (hereinafter called the "Schedule") attached hereto and made part hereof, such rates being subject to revision from time to time by the board of trustees. Such payment shall be due on the LAST day of each month for services furnished during the preceding month. If the Consumer shall fail to make any such payment within thirty days after such payment is due, the Seller may discontinue service to the Consumer upon giving fifteen (15) days' written notice to the Consumer of its intention so to do, provided, however, that nothing herein contained shall relieve the Consumer of its obligation to receive service in accordance with the provisions of this Agreement.

4. The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God,

Governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefor or for damages caused thereby.

5. The Seller, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or equipment, shall have the right to suspend temporarily service hereunder, but in all such cases reasonable notice thereof shall be given to the Consumer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

6. The Consumer shall report promptly to the Seller failure of any lamp to give light. For each failure of a lamp so reported, the Seller shall deduct from the charges for service an "outage" allowance, the amount of which shall be determined by the number of hours duration of the failure (commencing from the time when the report thereof is received by the Seller) and the rate per hour as computed from the attached Schedule.

7. The Consumer shall grant to the Seller all permits, franchises, or authority, including a free and continuous right-of-way, necessary to construct and operate the System in the streets of or upon the property of the Consumer. Upon termination of this Agreement in any manner, the Seller shall have right to remove from the streets or property of the Consumer any equipment which the Seller may have installed to provide service hereunder.

8. The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the provisions of the articles of incorporation and by-laws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.

9. This Agreement shall become effective on the date first above written and shall remain in effect until 5 years following the start of the initial billing period and thereafter until terminated by either party giving to the other 6 months' notice in writing.

However, should it be mutually agreed by the Consumer and the Seller that charges for maintenance of the lights as shown in P 1b have placed an undue financial burden on the Consumer, the Seller shall at the request of the Consumer waive the notice and meet with the Consumer to determine the appropriate action to be taken.

10. This Agreement shall be binding upon and inure to the benefits of the successors, legal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective corporate seals to be hereunder affixed and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST:

Lorain-Medina Rural
Electric Cooperative, Inc.
SELLER

Ralph J. Kulp

By

Ralph H. Gray
GENERAL MANAGER

CONSUMER

ATTEST:

By

SECRETARY

TITLE OF OFFICER