

A C C E P T A N C E

The Union Light, Heat and Power Company hereby accepts the terms and conditions of Ordinance No. 1976-12 passed by Council of the City of Dayton, Kentucky, September 7, 1976, entitled:

"ORDINANCE NO. 1976-12, Contracting with The Union Light, Heat and Power Company for lighting by electricity the streets and other public ways of the City of Dayton, Campbell County, Kentucky, for a period of three (3) years and fixing the price thereof."

Done at Covington, Kentucky, this 23rd day of September, 1976.

THE UNION LIGHT, HEAT AND POWER COMPANY

By /s/ Walter J. Ott
Vice President

ATTEST:

/s/ W. H. Zimmer, Jr.
Secretary

I, Mary Jo Fuchs, Clerk of the City of Dayton, Kentucky do hereby certify that the foregoing is a true and correct copy of the original acceptance by The Union Light, Heat and Power Company of the ordinance named therein, filed in my office as clerk of said city on the 28th day of Sept. , 1976.

Mary Jo Fuchs
Clerk

ORDINANCE NO. 1976-12

Contracting with The Union Light, Heat and Power Company for lighting by electricity the streets and other public ways of the City of Dayton, Campbell County, Kentucky for a period of three (3) years and fixing the price thereof.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DAYTON, CAMPBELL COUNTY, KENTUCKY:

For a term of three (3) years from and after the effective date of this ordinance, The Union Light, Heat and Power Company, (herein called "Company"), its successors and/or assigns, agrees to furnish, own, maintain, and operate a street lighting system in the City of Dayton, Campbell County, Kentucky, (herein called "Municipality"), and to supply electricity therefor, for which the Municipality agrees to pay the Company in accordance with the following terms, conditions, and rates:

Section I

Attached as Exhibit A is a list setting forth the type of street lighting units now existing in the Municipality, the number of each of such type units, the rating of each of such type units and the price per month per street lighting unit which the Municipality shall pay the Company during the three year term of this contract.

Section II

- (a) After the effective date of this Ordinance the Municipality, upon proper authorization and its written request to the

Company, may request the installation of any type of street lighting unit described in Exhibit B and shall pay therefor the price per month per street lighting unit set forth in Exhibit B. In the event that the Municipality requires the installation of a unit at a location which requires the extension of the Company's distribution system, the Municipality shall, in addition to the monthly charge made in accordance with Exhibit B, pay to the Company on a time and material basis, including overhead charges, the cost of the facilities necessary to construct the extension, unless in the judgment of the Company's Management no charges should be made.

- (b) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost of itself or the payment or consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company's Management shall have no obligation hereunder to install such units.

Section III

- (a) Should the Municipality order any street lighting to be relocated, replaced with another type of unit with the same or less rated lumen output, or removed, the

Municipality shall pay to the Company the sacrifice value of the unit removed less the salvage value of the unit removed plus the labor or removal, including overhead charges, unless in the judgment of the Company's Management no charges should be made.

- (b) In the execution of this contract, it is understood between the parties hereto that the time within which the Company will be able to commence or to complete the services to be performed hereunder is dependent upon the Company being able to secure the material with which to perform said service and that the Company shall not be responsible for failure to fulfill this contract for such reason.
- (c) All street lighting units will burn from dusk to dawn, approximately 4,160 hours per annum.
- (d) The Municipality shall notify the Company of any inoperative unit. The Company shall have a reasonable time (not to exceed twenty-four (24) hours) to restore operation. If repairs are not made within the time as above specified, deductions may be made for the full time of the outage. This contract shall not be construed as imposing upon either the Company or the Municipality responsibility for damage caused by an inoperative unit.
- (e) Lamps and reflectors shall be kept in good operating condition by and at the expense of the Company. In the case of vandalism, the Company will repair the damaged property and the Municipality shall pay for such repair, on a time and material basis, including overhead charges,

unless in the judgment of the Company's Management no charges should be made.

- (f) Payments for street lighting bills shall be made at the end of each month and all street lighting bills shall bear interest at the rate of eight percent (8%) per annum after thirty (30) days from date thereof until paid.
- (g) The Municipality agrees to make a sufficient appropriation annually to pay the cost of street lighting and if necessary, to levy a tax to meet such expenses, in the same manner that it levies taxes for other expenses.

Section IV

This Ordinance shall, upon acceptance in writing by the Company, filed with the Clerk of the Council , take effect and be in force from and after the earliest period allowed by law and shall then become a valid and binding contract by and between the Municipality and the Company, its successors and/or assigns.

Passed September 7, 1976

Mrs. P. Vane
Mayor

ATTEST:

Mary Jo Fuchs
Clerk

STATE OF KENTUCKY
COUNTY OF CAMPBELL
CITY OF DAYTON

I, Mary Jo Fuchs, Clerk of the
City of Dayton, Campbell County,
Kentucky, do hereby certify that the foregoing is a true
and correct copy of Ordinance No. _____, passed by the
Council of said City on the 7th day of
September, 19 76, and recorded in the official
journal of said City.

Given under my hand and the seal of the City of
Dayton, Campbell County, Kentucky, this 7th day
of September, 19 76.

Mary Jo Fuchs
Clerk

EXHIBIT A

Existing Street Lighting Units as of Sept. 7, 1976
Date of Contract

<u>No.</u>	<u>Rated Lumens</u>	<u>Type of Unit</u>	<u>Price per Month per Unit</u>
178	7,000	Mercury Vapor	\$4.25
20	10,000	Mercury Vapor	5.00
6	21,000	Mercury Vapor	6.00

EXHIBIT B

New Street Lighting Units Installed after Sept. 7, 1976
Date of Contract

Overhead Distribution Area

<u>Rated Lumens</u>	<u>Type of Unit</u>	<u>Price per Month per Unit Mounted on</u>		
		<u>Existing Facilities</u>	<u>Wood Pole</u>	<u>Embedded Steel Pole</u>
7,000	Mercury Vapor	\$4.25	\$7.25	\$14.25
10,000	Mercury Vapor	5.00	8.00	15.00
21,000	Mercury Vapor	6.00	9.00	16.00
50,000	High Pressure Sodium	9.50	13.00	19.50

Underground Distribution Area

<u>Rated Lumens</u>	<u>Type of Unit</u>	<u>Price per Month per Unit Mounted on</u>			
		<u>30 ft. Wood</u>	<u>28 ft. Direct Buried Alum.</u>	<u>27 ft. 11 gauge Steel</u>	<u>27 ft. 3 gauge Steel</u>
7,000	Mercury Vapor	\$7.00	\$8.50	\$15.00	\$15.50
10,000	Mercury Vapor	7.75	9.25	15.75	16.25
21,000	Mercury Vapor	8.75	-	16.75	17.25
50,000	High Pressure Sodium (includes 40' pole)	13.00	-	-	-

<u>Rated Lumens</u>	<u>Type of Unit</u>	<u>Fixture</u>	<u>Mounted on</u>	<u>Price per Month per Unit</u>
7,000	Mercury Vapor	Town & Country	17' Wood Laminated	\$7.75
7,000	Mercury Vapor	Holophane	17 foot Fibreglass	\$8.25

For each increment of twenty-five (25) feet of underground cable, the following price per month shall be added to the price per month per street lighting unit \$0.50