

AN ORDINANCE TO AUTHORIZE THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT WITH OHIO EDISON COMPANY WITH RESPECT TO TRAFFIC LIGHTING SERVICE AND RATES

Be It Ordained by the Council of the Village

of Richfield, Ohio:

Section 1:

The Mayor and Director of Finance are authorized and directed to enter into an agreement with Ohio Edison Company for lighting by electricity of the traffic control lights, traffic signs, and warning lights within the Village.

Section 2:

The form of the contract, now on file in the office of the Director of Public Service, is approved.

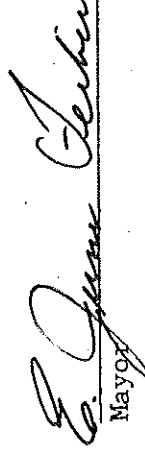
Section 3:

This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:

4/6/82


President of Council


Mayor

Dated:

4-6-82

Attest:


Clerk of Council

TRAFFIC LIGHTING CONTRACT
VILLAGE OF RICHFIELD

This contract between the Village of Richfield, an Ohio municipal corporation (to be referred to as the "Village"), and the Ohio Edison Company, an Ohio corporation (to be referred to as the "Company"),

WITNESSETH:

WHEREAS, the Council of the Village, by Ordinance No. 9-1982, adopted April 6, 1982, authorized and directed the Mayor and Finance

Director to make, on behalf of the municipality, a contract with the Ohio Edison Company for electric energy required for the operation of the Village's traffic control lights, traffic signs, and warning lights.

NOW, THEREFORE, the parties agree as follows:

1. This contract shall become effective as of January 1, 1982 and shall remain in force and effect for a period of two (2) years.
2. The Company shall furnish all the electric energy required for the operation of the Village's traffic control lights, traffic signs, and warning lights.
3. On or about the first day of each month, the Company will present to the Village a bill for electric energy furnished under this contract during the preceding month. The bill shall be due and payable within twenty days following its presentation. If the net amount of such bill is not paid within said twenty days, the gross amount, which is five percent (5%) more than the net amount, shall be due and payable.
4. The Village shall own, install, and maintain all traffic control lights, traffic signs, and warning lights and their associated wiring and equipment. The Company shall make all service connections.

5. The Village shall have the right to attach equipment for the police and fire signal system to any of the Company's poles. Such attachments shall not interfere with the Company's use of its property. Such attachments shall be made in accordance with accepted standards for safe construction. The Village shall indemnify and save harmless the Company from and against any and all liability arising from the Village's use of the Company's facilities.

6. A tabulation showing all the Village's traffic control lights and warning lights installed and in service on the effective date of this contract is attached hereto and made a part hereof. The Village agrees to notify the Company in writing if any additional traffic control light, traffic sign, or warning light is installed, if any change is made in the wattage of any such unit, or if any such unit is removed. The Company will provide service connections to any additional unit; provided, however, that no extension of the Company's system shall be required for such purpose if the cost thereof is unreasonable in relation to the revenue to be derived therefrom.

7. All the Company's obligations with respect to making extensions, furnishing service, and supplying electric energy shall at all times be subject to limitation or restriction by virtue of orders or regulations issued by governmental authorities other than the Village.

8. The terms, provisions, covenants, and conditions of this contract shall extend to, inure to, and bind the parties, their successors, and assigns.

9. This contract contains the complete agreement of the parties with respect to electric energy for the operation of traffic control lights, traffic signs, and warning lights. There are no other such agreements or understandings written, oral, or implied.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officials on April 7, 1982.

In the presence of:

VILLAGE OF Richfield

By: E. Gene Fisher
Mayor (title)
Subby P. Piths
Finance Director

OHIO EDISON COMPANY

By: Richard Gray
D.E. Jenkins
A.R. [unclear]
Division Manager