

ORDINANCE NO. 89

An ordinance authorizing and directing the Clerk to advertise for bids for lighting the streets, alleys and public places of the Village of Ottoville, Ohio.

Be it ordained by the Village Council of the Village of Ottoville, Ohio, and it is hereby ordained by authority of the same:

SECTION I

That the Clerk of said Village be and he hereby is authorized, directed and empowered to advertise for bids for lighting the streets, alleys and public places of the Village of Ottoville, Ohio, in accordance with the following specifications.

SPECIFICATIONS FOR STREET LIGHTING

DEFINITIONS

The person, firm or corporation supplying the service to be performed will be herein designated as "Contractor" and the Village of Ottoville, designated as "Village" and the terms "Contractor" and "Village" shall be deemed to include the respective successors and/or assigns of the said parties.

SERVICE TO BE PERFORMED

The Contractor shall furnish high efficiency lamps and light the same by electricity through a general system of overhead distribution and maintain and operate the same for a period of ten (10) years from and after the 1st day of September 1962.

The Village, as a further consideration for the promises and agreements made by the Contractor herein set forth, hereby grants to the said Contractor the privilege of the use of the streets, alleys and public places of said Village for the purpose of placing its poles and equipment for carrying out the agreement entered into pursuant to these specifications.

MAINTENANCE

Said lamps shall be so maintained and operated that they will give the maximum amount of illumination obtainable under commercial conditions.

HOURS OF LIGHTING

All lamps shall be burned from one-half hour after sunset until one-half hour before sunrise every night and all night, burning approximately Four Thousand (4000) hours per annum.

NUMBER AND TYPE OF LAMPS

The minimum number of lamps to be furnished, the size and type of same shall be as follows:



A. LAMPS IN SERVICE IN FIXTURES INSTALLED PRIOR TO

Sept 1, 1962

Number of Lamps	Size in Lumens	Type
<u>45</u>	<u>2500</u>	<u>Incandescent Open Fixture Wood Poles</u>
<u>8</u>	<u>4000</u>	<u>Incandescent Enclosed Fixture Wood Poles</u>
<u>5</u>	<u>6000</u>	<u>Incandescent Enclosed Fixture Wood Poles</u>
<u>9</u>	<u>10000</u>	<u>Incandescent Enclosed Fixture Wood Poles</u>

B. LAMPS INSTALLED OR TO BE INSTALLED ON OR SUBSEQUENT TO

Sept 1, 1962

Number of Lamps	Size in Lumens	Type
<u>0</u>	<u>2500</u>	<u>Incandescent Open Fixture Wood Poles</u>
<u>0</u>	<u>4000</u>	<u>Incandescent Enclosed Fixture Wood Poles</u>
<u>8</u>	<u>6000</u>	<u>Incandescent Enclosed Fixture Wood Poles</u>
<u>0</u>	<u>10000</u>	<u>Incandescent Enclosed Fixture Wood Poles</u>

LOCATION OF LAMPS

Said lamps shall be installed in the locations occupied by the present street lighting system and/or in accordance with Drawing No. \_\_\_\_\_, dated April 26, 1962 on file in the office of the Village Clerk.

To the extent that the agreement entered into pursuant to these specifications calls for the installation of new facilities, the parties will recognize that a period of time will necessarily elapse before all new facilities contemplated hereunder can be obtained and installed. The Contractor will make such changes in the existing system and install additional facilities called for hereunder as rapidly as labor conditions and material deliveries will permit, and the minimum lamp requirements set forth in the preceding section will not apply until all the lamps called for in the preceding section are installed and in operation. During the period of construction, Village will agree to pay for the lamps in operation each month at the prices quoted in the accepted bid.

MODIFICATION OF SYSTEM

The Contractor shall agree, during the term of the agreement entered into pursuant to these specifications, to make extensions to its street lighting system for the purpose of installing additional lamps of the size and type above specified when requested to do so by written notice from a duly authorized representative of the Village provided, however, that one additional lamp of not less than



2500 lumens shall be installed for each extension of 300 feet from the overhead wood pole street lighting system of the Contractor. Whenever additional lamps are so ordered, the minimum number of lamps to be furnished throughout the remainder of the period covered by the agreement entered into pursuant to these specifications shall be increased accordingly. Payment for additional lamps shall be at the prices quoted in the accepted bid.

Contractor shall agree to increase the size of the lamps above specified as the Village may from time to time require upon receipt of written notice from a duly authorized representative of the Village, provided, however, that when such lamps are increased in size in accordance with this provision the minimum number of lamps of the respective size and type shall be changed accordingly. Payment for the increased size lamps shall be at the prices provided in the accepted bid. Temporary lamps, if ordered, shall be furnished under special agreement.

Upon completion of the work necessary to conform the street lighting system to the actual number of lamps listed in these specifications, the Contractor shall not be further obligated to undertake what it considers to be a major rebuilding of the street lighting system described herein. If Village desires a major rebuilding during the term hereof, Contractor and Village shall negotiate a new agreement.

#### ADDITIONAL LAMPS FURNISHED LAST TWO YEARS OF AGREEMENT

Contractor shall not be required to furnish additional lamps or to increase the size of lamps, involving new fixtures, during the last two years of the period above specified, except under special negotiations.

#### MOVING LAMPS

Lamps shall be moved by the Contractor to such new locations as the Village Clerk may, by writing, direct, subject, however, to the following conditions:

Such moving of lamps shall be completed within ten (10) days after receipt by the Contractor of written notice from the Village Clerk (Sundays, legal holidays, and stormy days not to be counted), provided that the number of such removals shall not exceed one per day and provided, further, that such removals shall not be required on Sundays, legal holidays and stormy days. Notice that the work of such removals of such lamps has been completed shall be given by the Contractor to the Village Clerk within ten (10) days after completion of the work.

The actual cost to the Contractor of making such relocations shall be paid by the Village to the Contractor, within thirty (30) days after such notice has been given.

#### MATERIAL FURNISHED BY THE CONTRACTOR

All material furnished by the Contractor shall remain the property of the Contractor and may be removed at the termination of the agreement entered into pursuant to these specifications, if the Contractor so desires.



## OUTAGES

All outages shall be reported daily in writing by the proper officers of the Village to the Contractor and the Village Clerk may deduct from the total monthly amount which would have been paid for any lamp so reported had no outage occurred, a sum bearing the ratio to such total as the outage bears to the total time the lamp should have been lighted in any month, provided, however, that should the lighting of any lamp or lamps be stopped by burnouts, vandalism or unavoidable accident, the Contractor shall be allowed twenty-four (24) hours, after notice of the outage, in which to again light such lamp or lamps without being liable to deduction as above provided.

## PAYMENT FOR SERVICE

The Contractor shall receive payment for service rendered in accordance with the terms of these specifications the amount specified in the accepted bid, said payment to be due and payable on or before the Fifteenth day of each month succeeding that in which the service is rendered.

The Village agrees that it will provide in its annual budgets and estimates and levy of taxes sufficient funds to pay the Contractor any amounts due it for said service.

## GUARANTY OF BID

Each bidder must file with his bid a certified check in the sum of \$50.00, payable or duly endorsed to the order of the Village Treasurer, which checks will be returned to the unsuccessful bidders at the date of awarding the agreement and returned to the successful bidder at the date of the execution of an agreement for the service herein provided.

Should the successful bidder refuse to enter into an agreement for such service within thirty (30) days from the date of the award, the check deposited by him shall be forfeited to the Village as liquidated damages.

## REJECTION OF BIDS

The Village shall have the right to reject any and all bids.

## CANCELLATION OF AGREEMENT BY OPTION OF CONTRACTOR

If the Village shall make default in the payment of any bills as hereinbefore provided, the Contractor may at its option, after having given ten (10) days' written notice of its intention, so to do, discontinue the service herein contracted for and continue to withhold the supply of electric energy for street lighting until such time as the Village has made payment for all bills in which it is in arrears. Any such suspension of service by the Contractor shall not terminate the agreement, unless Contractor so elects.

## SECTION II

That the foregoing advertisement be made by the Village Clerk by posting notices for such bids in five (5) of the most public places in the Village, which five places are hereby deter-

mined to be as follows:

One at Village Hall  
One at Post Office  
One at Ottoville Bank  
One at Dew Drop Inn  
One at Jerry Hohlbien Barber Shop

SECTION III

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

Passed this 4<sup>th</sup> day of June, 1962.

Walter J. Bigelow  
MAYOR

Eugene Trust  
CLERK