

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 2016-13

Passed September 13, 2016

## AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK-TREASURER TO EXECUTE AN UNMETERED SERVICE AGREEMENT WITH OHIO POWER COMPANY AND THE DECLARATION OF AN EMERGENCY

WHEREAS, the Village of Thurston wishes to enter into an unmetered service agreement with Ohio Power; and

WHEREAS, an agreement must be signed by both the Village and the Ohio Power Company before an agreement can go into effect; and

WHEREAS, the ordinance will need to be passed on an emergency basis in order to record the necessary transactions in a timely fashion;

### NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF THURSTON, OHIO THAT:

SECTION 1: The Mayor and Clerk-Treasurer are hereby authorized and directed to enter into an agreement via an Unmetered Service Agreement, document attached hereto as Exhibit A and incorporated by reference, with Ohio Power Company to allow the Village to attach holiday decoration to poles owned by the Ohio Power Company.

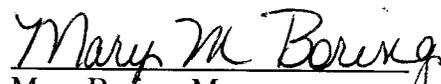
SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the Village of Thurston which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION 3: All prior Ordinances, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

SECTION 4: For the reasons noted in the preamble, this ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, morals, and welfare of the citizens of Thurston, Ohio. This ordinance shall become effective immediately in order to record the proper entries.

Passed in Council this 13<sup>th</sup> day of September, 2016.

First Reading: 8/9/2016  
Second Reading: 9/13/2016  
Third Reading: waived

  
Mary Bowling, Mayor

DATE OF PASSAGE: 9-13-16

EFFECTIVE DATE: 9-13-16

ATTEST:   
Aaron L. Reedy, Clerk-Treasurer

## UNMETERED SERVICE AGREEMENT

Pursuant to this Agreement dated **6/16/16**, AMERICAN ELECTRIC POWER COMPANY, (hereinafter referred to as "COMPANY"), agrees to provide small general service to account(s) in the name of **Village of Thurston**, (hereinafter referred to as "CUSTOMER"), on the OPTIONAL UNMETERED SERVICE TARIFF, as provided in tariff schedule 213 for the STATE OF OHIO. This tariff is available to customers who qualify and use the COMPANY'S electric service for commercial purposes consisting of small fixed electric loads which can be serviced by a standard service drop from the COMPANY'S existing secondary distribution system. This service will be furnished solely at the option of the COMPANY.

The CUSTOMER'S temporary unmetered seasonal lighting will be considered one point of delivery and all kilowatt-hours applied to one account and billed on the appropriate Unmetered Service Tariff. The COMPANY may require meters to be installed, at locations of its choosing, to determine the appropriate kilowatt-hour usage applicable.

The CUSTOMER shall notify the COMPANY in advance of every change in connected load and the COMPANY reserves the right to inspect the CUSTOMER'S equipment at any time to verify the actual load. In the event of the CUSTOMER'S failure to notify the COMPANY of an increase in load, the COMPANY reserves the right to refuse to serve the contract location thereafter and shall be entitled to bill the CUSTOMER retroactively on the basis of the increased load for the full period such load was connected, plus three months. The fixed billing amount is subject to change based on rate revisions.

Upon receipt of this authorization and the information on Exhibit 1 attached hereto (which information shall be updated annually by CUSTOMER), the COMPANY will initiate the unmetered service at the location (s) provided by the CUSTOMER. The fixed billing amounts will vary depending on load requirements for each service. Any questions will be directed to the Customer Services Representative for the assigned area.

This Agreement shall remain in effect for twelve months following the effective date noted above, and shall automatically renew for successive twelve month periods unless either COMPANY or CUSTOMER provides notice to the other of its intent to terminate the Agreement. In the event CUSTOMER fails to provide an updated Exhibit 1 at least 45 days prior to the end of the then-current twelve-month period, COMPANY shall terminate the Agreement.

Account Name: Village of Thurston

Contact Name: Mary Boring / Mayor

Date: June 25, 2016

Signature: Mary M Boring  
Co. Ready 6-25-16

OLD MilledSPORT Rd

REVISED

1930 Main ST 

767D3-3

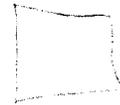
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Cemetery

Maple ST

High ST



2190 Main ST

767D3-14

→ #67D3-14

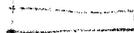


2202 Main ST

RR

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2324 MAIN