

I, R. E. Fortener, Clerk of Council of The Village of Ottoville, do hereby certify as follows:

1. That the following is a true copy of an ordinance enacted by the Council of the Village of Ottoville, Ohio, on the 4th day of September 1929:

Ordinance No. 46

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

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

Section 1. That the Clerk of said Village be and he hereby is authorized, directed and empowered to advertise for bids for lighting the streets, highways 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, Ohio, 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 incandescent 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 October 1929.

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, TYPE AND LOCATION OF LAMPS

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

<u>Number</u>	<u>Candle Power Manufacturer's Rating</u>	<u>Type</u>
25	100 C. P.	Incandescent

Said lamps shall be installed at the following locations:
As shown on blue print on file in the office of the Village

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Additional lamps of the respective candle power and types above mentioned may be added from time to time on written notice from the Village Clerk; and payment for the service of additional lamps shall be at the same rate provided in the accepted bid, commencing on the day on which the additional lamps are put in service, provided, however, that one additional lamp of not less than 100 candle power shall be installed for each extension of 100 feet from the street lighting mains of the contractor.

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 unavoidable accident, the Contractor shall be allowed twenty four (24) hours, after notice of the outage, in which to again light such lamps or lamp without being liable to deduction as above provided.

ADDITIONAL LAMPS FURNISHED LAST TWO YEARS OF CONTRACT

Contractor shall not be required to furnish additional lamps during the last two years of the period above specified unless the Village shall reimburse the Contractor for all expense incurred in the running of additional lines for such lamps, the cost of such lamps and the cost of installation.

MOVING LAMPS

Lamps shall be moved by the Contractor to such new locations as the Village Clerk, 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 Storm days.

Notice that the work of such removals of such lamps has been complete 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.

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; payment to be made in equal monthly installments, each installment to be due and payable on or before the tenth day of each month succeeding that in which the service was rendered.

WARRANTY OF BID

Each bidder must file with his bid a certified check in the sum of \$100.00 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 contract and returned to the successful bidder at the date of the execution of a contract for the service herein provided.

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Should the successful bidder refuse to enter into a contract for such service within thirty (30) days after 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 CONTRACT BY OPTION OF CONTRACTOR

If the Village shall make default in the payment of any bills as hereinbefore provided, the Contractor may at his 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 this contract unless contractor elects. Otherwise, upon payment by the Village of the amount it is in arrears, the contract shall remain in full force and effect for the period herein specified.

SECTION 2. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 4th day of September 1929.

(Clerks Seal)

J. C. Wannemacher
Mayor of the Village

L. E. Fortener
Clerk of the Village

LEGAL NOTICE

2. That the following is a true copy of the minutes of a meeting of the Council of the Village of Ottoville, Ohio, held on the 4th day of September 1929 and correctly sets forth the procedure of said Council on the passage of the ordinance mentioned in "1" above.

Ottoville, Ohio
September 4, 1929

Meeting continued from regular meeting of Monday, September 2, 1929 with the following members of Council present: Geo. Wannemacher, Geo. Reiger, Frank King, Ludwig Weber, W. T. Remlinger, Alex Odenweller.
Mayor Wannemacher presiding.

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W. T. Remlinger
Clerk