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SECTION 4: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for further reason that Council desires to authorize the LED conversion of 410 fixtures from NOPEC, therefore, provided this ordinance receives the affirmative vote of at least (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED:

September 5, 2023

Andy Habert
PRESIDENT OF COUNCIL

ATTEST:

Carol Johnson
CLERK OF COUNCIL

APPROVED:

Edith G. Galt
MAYOR

9-5-2023
DATE

CERTIFICATE

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance / Resolution

No. 11356-2023
passed on the 5 day of September
20 23 by said council.

Carol Johnson
Clerk of Council

I, Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Guple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing September 7, 2023
Carol Johnson
CAROL JOHNSON
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.

[Signature]
DIRECTOR OF LAW



WR: 62509567

First Energy - CREWS System

Billable ID: A

Billing Proposal

8/15/23

10:42 AM

Work Request Information

WR No: 62509567 SAP Order No: 17670440 SAP Notification No: 765895603 Entry Date: 3/29/23

WR Name: CITY OF BROOK PARK - WR # 1 OF 6

Street No: Street No Frac: Dir: Unit No:

Street * Street name not entered on CCS

Address:

City: BROOK PARK State: OH Zip: 44142

WR Desc: Brook Park LED Conversion

Bill To Information

Billable ID: A

Billing Entry Date 8/15/23

Bill To Name:

Attention:

Street No: 6161 Street No Frac: Dir: Unit No:

City: BROOKPARK OH Zip: 44142

Description:

CITY REQUEST FOR LED CONVERSION OF 410 LIGHTS

CUSTOMER CHARGES PER CEI P.U.C.O. NO. 13 TARIFF,
EXPERIMENTAL COMPANY OWNED LED LIGHTING PROGRAM,
\$242 PER LIGHT FIXTURE.

COST = (410 FIXTURES) X \$242/FIXTURE = 99,220.00.

REPLACEMENT WATTAGE BASED ON GE CONVERSION CHART.

Invoice Information

Invoice No:

Invoice Date:

Total: \$99,220.00

Total Amount: \$99,220.00

Est. Sales Tax \$0.00 0.00% County:

Invoice Amount: \$99,220.00

CUSTOMER NAME (Or DBA/INC)		CUSTOMER SIGNATURE	
SIGNEE'S TITLE IN THE COMPANY		DATE	
ILLUMINATING COMPANY (CEI) REPRESENTATIVE (Print) Autumn M Novak		ILLUMINATING COMPANY (CEI) REPRESENTATIVE (Signature) <i>Autumn M Novak</i>	

Ohio Line Extension Customer Work Approval and Payment Designation – Form X-3847

Terms and Conditions

Ohio Edison Company, Illuminating Company, or Toledo Edison Company ("Operating Company") and Owner agree the terms and conditions herein shall constitute the complete and final agreement between the parties, superseding all other agreements, written or oral. These terms and conditions may not be modified hereafter except by written agreement of Operating Company.

BILLING AND PAYMENT

In the event that Operating Company performs the agreed to work prior to payment, Operating Company will invoice Owner for the work performed pursuant to this Agreement. Payment shall be made to Operating Company upon Owner's receipt of invoice. All invoices past due thirty (30) days or more shall be charged the lesser of one and one-half percent (1 ½%) per month or the maximum rate of interest allowable by law. Owner agrees to reimburse Operating Company in full for all costs of collection, including attorney fees, incurred or paid by Operating Company in connection with collecting, or attempting to collect, any amounts due under this Agreement.

INDEMNIFICATION

Owner agrees for itself, its successors and assigns, to defend, indemnify and save Operating Company, its successors and assigns, harmless from all claims, demands, damages, losses, judgments, actions or causes of actions, costs or expenses, including litigation expenses and legal fees, in connection therewith or related thereto, including lack of authority to enter into this Agreement, asserted by or for any person or persons for personal injuries, death, or property damage caused by, arising out of, or in any way related to the work performed by Operating Company under this Agreement, unless initiated or proximately caused by the sole negligence of Operating Company. Notwithstanding the foregoing, Operating Company shall have no responsibility to the Owner or third parties if the work scope as defined by Owner violates the rights of or causes damage to any third party or governmental authority.

LIMITATION OF LIABILITY

Neither Operating Company, its affiliated companies, its subcontractors, nor its employees shall be liable for loss of anticipated profits, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation, service interruption, claims of Owner's customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue arising out of Operating Company's work or out of or in connection with Owner's use, or inability to use, the facilities, or for any special, incidental or consequential damages of any nature, arising at any time or from any cause whatsoever.

FORCE MAJEURE

Neither party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from causes beyond its reasonable control caused by fire, flood, accident, strike, civil commotion, governmental or military authority, insurrection, riots, embargoes, unavoidable delays in transportation, acts of God, or public enemy.

ASSIGNMENT

This Agreement shall be binding upon and insure to the benefit of the parties hereof, their successors and assigns. Owner, however, shall not assign to any other person or association not affiliated with Owner any rights or privileges hereby granted, or authorize any person or association not affiliated with Owner the exercise of any rights or privileges herein provided for, without the written consent of Operating Company.

ARBITRATION

Any question in dispute between the parties arising out of the Agreement (except any claim for damages because of bodily injuries, including death at any time resulting there from, except for any claim for damages because of injuries to or destruction of property and, except for major breach or repudiation with respect to this Agreement) which is not amicably settled shall be submitted to final and binding arbitration. Such arbitration shall be conducted in Akron, Ohio, before an arbitrator mutually acceptable to the parties; provided, however, that should the parties be unable to agree, the arbitrator shall be selected by the presiding Judge of the Court of Common Pleas of Summit County, Ohio. The request for arbitration shall be in writing setting forth the claim or claims to be arbitrated and the remedy sought. It shall be delivered to the other party within 90 days of the occurrence giving rise to the dispute. Any failure to request arbitration within such 90-day period shall be deemed a waiver of the right to arbitrate the claim upon which the dispute is based.

NON-WAIVER

The failure of either party to insist or enforce in any instance strict performance of any of the terms hereof or to exercise any of its rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms on any future occasion.

APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Ohio and only the Courts of Ohio, or Federal Courts in Ohio shall have jurisdiction.

Customer Initials _____ Date _____