

ORDINANCE NO. 310.15

**ORDINANCE AUTHORIZING A LIGHTING
AGREEMENT BETWEEN WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION AND THE OWNERS OF PROPERTY
IN EWING PROPERTIES SUBDIVISION**

WHEREAS, Simpson Fiscal Court by Ordinance No. 310.2 Enacted a Street Lighting Ordinance which provided for construction, operation, and payment for street lighting Systems in County Subdivisions; and

WHEREAS, under said Ordinance it is required that Warren Rural Electric Cooperative Corporation and property owners in subdivisions requesting street lights enter into an agreement to be approved by Simpson Fiscal Court pursuant to the terms and provisions of Simpson County Ordinance No. 310.2; and,

WHEREAS, an agreement has been entered into by and between the owners of property in Ewing Properties Subdivision and Warren Rural Electric Cooperative Corporation providing for street lighting services commencing on the 17th day of August, 2011.

NOW, THEREFORE, BE IT ORDAINED by the Simpson Fiscal Court of Simpson County, Kentucky, that certain agreements entered into by and between the property owner(s) in Ewing Properties Subdivision and Warren Rural Electric Cooperative Corporation is hereby ratified and approved pursuant to the provisions of Ordinance No. 310.2, and a street lighting district for said subdivision is hereby created and established.

September 20, 2011

FIRST READING

October 11, 2011

SECOND READING

At a meeting of the Fiscal Court of the County of Simpson, Kentucky, held on October 11, 2011, on motion made by Kelly Banton and seconded by Marty Chandler, the foregoing ordinance was adopted, after full discussion, by the following vote:

YES KELLY BANTON

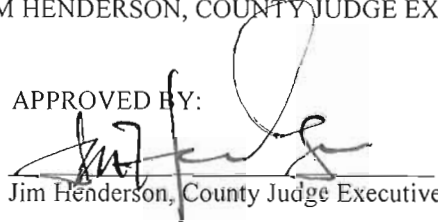
YES MARTY CHANDLER

YES LARRY RANDOLPH

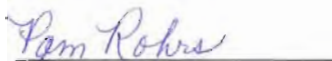
YES BLAKE TARPLEY

YES JIM HENDERSON, COUNTY JUDGE EXECUTIVE

APPROVED BY:


Jim Henderson, County Judge Executive

ATTEST:


Pam Rohrs, Clerk
Simpson County Fiscal Court

WARREN RURAL ELECTRIC COOPERATIVE CORPORATION

SUBDIVISION LIGHTING AGREEMENT

This agreement made and entered into this 17th day of August, 2011 , by and between Warren Rural Electric Cooperative Corporation, party of the first part, hereinafter referred to as the "Cooperative"; and Ewing Properties Subdivision , party(s) of the second part, hereinafter referred to as the "Customer."

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto for themselves, their heirs, successors, and assigns, have mutually agreed as follows:

FIRST: When signed by the Customer, by an authorized representative of the Cooperative, and approved by Simpson County Fiscal Court, this agreement shall become a contract under which the Cooperative agrees to furnish the street lighting service as provided in paragraph FOURTH to the Customer, and the Customer agrees to receive and pay for said service in accordance with the terms set forth in Simpson County Ordinance 310.2 .

The Cooperative shall continue street lighting services to the Customer in accordance with Ordinance 310.2, VI, 2; and lighting service shall not be terminated without authorization from Simpson County Fiscal Court. The street lighting charges shall comply with current regulations and rate schedules governing the Cooperative and on file in the office of the Cooperative, and the Tennessee Valley Authority having jurisdiction over the Cooperative. These regulations and rate schedules are hereby made a part of this contract as effectually as if fully set forth herein and the same may be modified from time to time.*

SECOND: The Cooperative will provide street lighting service as provided in paragraph FOURTH, but in the event that said service shall wholly or partially be interrupted or suspended, or fail by reason of lamps burning out or being broken, or by reason of any cause reasonably beyond the control of the Cooperative and not attributed to its neglect, or in the event the Cooperative shall deem it necessary to suspend said service for the purpose of inspecting its lines, substations, and other apparatuses, making repairs or alterations thereon or connection therewith; then, and in any such event, the Cooperative shall not be obligated to provide said service during such period of interruptions, suspension, or failure, and shall not be liable for any damage or loss resulting therefrom provided that the Cooperative will replace burned out lamps and otherwise maintain the fixtures during regular working hours as soon as practicable following notification by the Customer or others of the necessity.

THIRD: The Cooperative will begin to provide the street lighting service to the Customer as provided in paragraph FOURTH on the **30th day of November**, but is contingent upon the Primary Distribution Facilities being constructed. Initial payment for street lighting service is to be received by the Cooperative on or before the date set forth above. The amount of **\$4,272.73** will cover the prorated maintenance, and electric energy costs through **December 31st, 2012**. Successive annual street lighting assessments of **\$82.06**** per lot shall be due on the **1st day of January 2013**, and each year thereafter as provided in paragraph FIRST. Additionally a **\$1,500.00** refundable charge is required for each transformer serving lighting only and is refund eligible when a permanent residence's electric service is connected from said transformer within 5 years.

The subsequent street lighting assessments due the Cooperative shall be added to the Simpson County property tax bills within the Street Lighting District, and said charges shall be

apportioned equally for each lot within the boundaries of the Street Lighting District. Changes in the number of lots within the Street Lighting District, whether by lot consolidation or division, will affect the apportioned share for each lot, commencing the next annual street lighting assessment.

FOURTH: The street lighting system to be furnished by the Cooperative under the terms and conditions of this contract is as follows:

<u>15</u>	100-watt HPS fixtures or suitable replacements
<u>15</u>	Fiberglass Poles
<u>540</u>	Feet 12/2 Conductor

Subsequent Street Lighting Assessment:

Annual Facilities		<u>\$3,430.96</u>
Annual Energy Charge		<u>\$497.82</u>
	Subtotal	<u>\$3,928.78</u>
Sheriff's Fee (8.61%)		<u>\$338.27</u>
	Total Annual Cost	<u>\$4,267.05</u>
Annual Cost Per Lot		<u>\$82.06</u>

*Subject to change per kwh as shown on effective rate schedule, Article VI of Simpson County Ordinance 310.2.

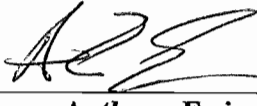
** Costs include state and local taxes, plus sheriff's fees applicable to this subdivision.

REFER TO EXHIBIT A (attached) FOR:

Subdivision Plat
Number of Lots
Location of Street Lights
Date recorded in Simpson County Court
House - Office of County Clerk
Plat Book and Page Number

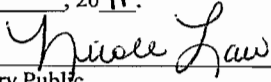
IN TESTIMONY WHEREOF witness the signatures below on the date first above entered.

Ewing Properties Subdivision

By: 
Anthony Ewing, Authorized Agent

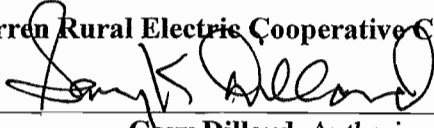
COMMONWEALTH OF KENTUCKY
COUNTY OF WARREN

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing contract was executed before me by **Anthony Ewing**, the authorized agent for **Ewing Properties Subdivision**, and acknowledged to be his/her free act and deed and that all statements contained therein are true and correct as of this 18th day of August, 20 11.


Notary Public
Kentucky State-at-Large

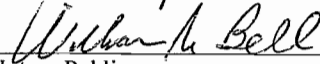
My Commission Expires: 2/9/12

Warren Rural Electric Cooperative Corporation

By: 
Gary Dillard, Authorized Agent

COMMONWEALTH OF KENTUCKY
COUNTY OF WARREN

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing contract was executed before me by **Gary Dillard**, the authorized agent for Warren Rural Electric Cooperative Corporation and acknowledged to be his/her free act and deed and that all statements contained therein are true and correct as of this 19th day of August, 20 11.

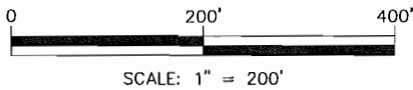
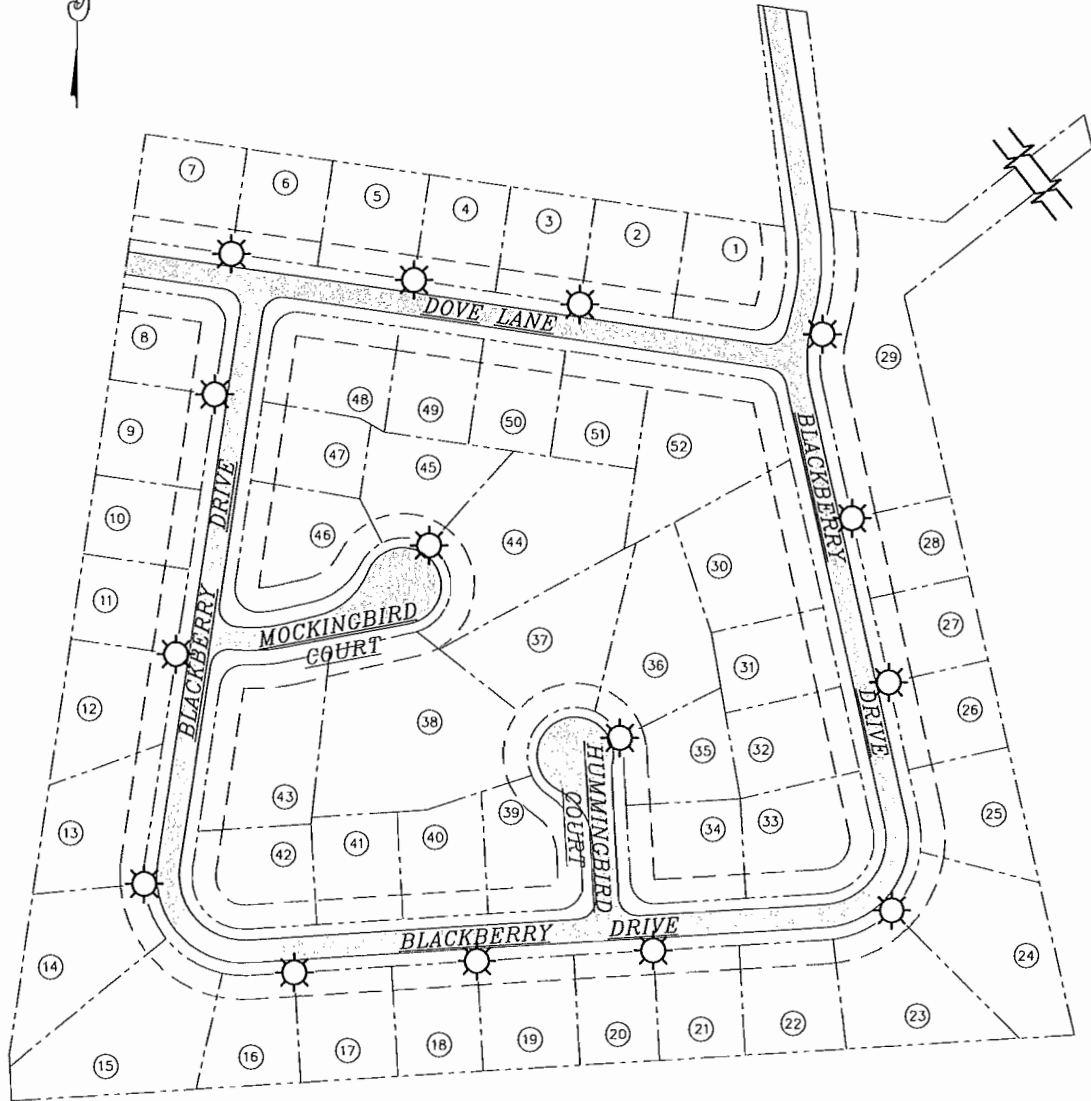

Notary Public
Kentucky State-at-Large

My Commission Expires: 12/17/11

This document prepared by: Warren Rural Electric Cooperative Corporation
Post Office Box 1118, Bowling Green, KY 42102

WILLIAM M. BELL
William M. Bell

NAME: Exhibit_A.dwg DATE: AUG 15, 2011 TIME: 3:30 PM



SCALE: 1" = 200'



PROPOSED SINGLE STREET LIGHT & POLE

BOOK CAB.

4

PAGE NO.

385-386

DATE:

12/02/10

**EWING
PROPERTIES
SUBDIVISION**

52 LOTS (# 1-52)

EXHIBIT "A"