

ORDINANCE NO. 95-101 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT WITH OBERLIN COLLEGE FOR THE
EXCHANGE OWNERSHIP OF ELECTRIC POWER CABLE

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio,
a majority of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into
an agreement with Oberlin College for the exchange of electric power cable, a copy of
said agreement being attached hereto and incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this
Council concerning or relating to the adoption of this ordinance were adopted in an open
meeting of this Council and that all deliberations of this Council and of any of its
committees that resulted in such formal action, were in meetings open to the public in
compliance with all legal requirements, including Section 121.22 of the Ohio Revised
Code.

SECTION 3. That this ordinance shall take effect at the earliest date allowed by
law.

PASSED: 1st Reading - November 6, 1995
2nd Reading - November 20, 1995 E
3rd Reading -

ATTEST:



CLERK OF COUNCIL



CHAIR OF COUNCIL

POSTED: November 22, 1995

EFFECTIVE DATE: November 20, 1995

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AGREEMENT FOR EXCHANGE OF CABLE OWNERSHIP

This agreement is made by and between The City of Oberlin, Ohio, an Ohio Municipal Corporation ("Oberlin"), 85 South Main Street, Oberlin, Ohio 44074, and OBERLIN COLLEGE ("the College"), c/o Director of Purchasing, Oberlin College, 173 West Lorain Street, Oberlin, Ohio 44074.

W I T N E S S E T H:

WHEREAS, Oberlin owns approximately 2,250 feet (3 cable runs of 750 feet each) of 15 KV, 350 MCM Concentric Neutral Aluminum Power cable located in a conduit from its Woodland Substation to switchgear inside of the College's Mudd Library;

WHEREAS, the College owns approximately 1,695 feet (3 cable runs of 565 feet each) of 15 KV, 350 MCM Concentric neutral Copper Power cable located in a conduit from the Woodland Substation to switchgear located in the Central Heating plant;

WHEREAS, the above-described cable runs owned by each party have approximately the same value; and

WHEREAS, the parties have determined that it would be to their mutual benefit to exchange the cables owned by them;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the parties agree as follows:

1. The parties hereby exchange, as of the date of this Agreement, said cable runs owned by them. The execution of this Agreement constitutes an exchange of possession and ownership by each of the respective parties.
2. It is the intention of Oberlin to, at its own expense, disconnect the cable it obtains in this exchange and utilize it to serve the other load. Oberlin has inspected this cable and is fully appraised of its condition, and agrees to indemnify and hold the College harmless from any claims, demands, actions, causes of actions, suits or damages of any kind and nature whatsoever asserted by it or by any third persons, as a result of its removal,

alteration, use, repair, or maintenance of the former College cable from and after the date of this exchange.

3. The College has inspected the cable it is receiving from Oberlin herein and is fully apprised of its condition and agrees to indemnify and hold Oberlin, its agents and employees, harmless from any claims, demands, actions, causes of actions, suits, or damages of any kind and nature whatsoever asserted by it or by any third persons, as a result of its removal, alteration, use, repair, or maintenance of said cable from and after the date of this exchange.
4. Neither party makes any warranty, express or implied, as to the cable being provided by it for this exchange, including the implied warranties or merchantability and fitness for use.
5. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. The parties agree that the appropriate venue for any action concerning claims arising out of this Agreement and the exchange of cable ownership shall be the Courts of Lorain County, Ohio.
6. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties. This Agreement may not be altered except in a writing signed by each of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicate counterparts of this Agreement on the dates written below their signatures.

The City of Oberlin, Ohio

By: _____
Gary A. Goddard, City Manager

Date: _____

Oberlin College

By: _____

Title: _____

Date: _____