ORDINANCE 85- 9

To Approve a Contract for the Treatment of Sewage and Maintenance of Sewage System between the City of Bloomington and the Town of Ellettsville

WHEREAS, The City of Bloomington, through its Utilities Service Board, and the Town of Ellettsville, through its Board of Trustees, have approved a Contract for the purchase of treatment and disposal of collected waste, and

WHEREAS, Resolution 79-31 provides that contracts for service that directly or indirectly affect the operations of the City of Bloomington shall, upon Council request, be approved by the Common Council, and

WHEREAS, I.C. 8-1.5-3-8 provides that the Utilities Service Board may recommend to the municipal legislative body rates and charges sufficient to include a reasonable return on the utility plant of the municipality, which rates and charges shall be approved by the municipal legislative body by ordinance;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

Section I.

The Common Council hereby approves and ratifies the Sewage Treatment Purchase Contract, a copy of which Agreement is attached hereto and made a part hereof.

Section II. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 20 day of February, 1985.

Patricia A. Gross

Patricia A. Gross, President
Bloomington Common Council

ATTEST:

Patricia Williams

Patricia Williams, City Clerk

PRESENTED by me to the Mayor upon this 21 day of February, 1985.

Patricia Williams

Patricia Williams, City Clerk

SIGNED and APPROVED by me upon this 25 day of February, 1985.

Tomilea Allison

Tomilea Allison, Mayor
City of Bloomington

SYNOPSIS

This ordinance approves a contract for the treatment of sewage and maintenance of sewage system between the City of Bloomington and the Town of Ellettsville.

2/25/85 Signed copies.
1. Utilities
2. Ellettsville Town Bd
3. Controller
4. Legal
5. Mayor

3/4/85
1. Carl Seaman, Ferguson, Ferguson & Lloyd

SEWAGE TREATMENT PURCHASE CONTRACT

THIS CONTRACT, for the treatment of sewage and maintenance of sewage system is entered into as of the 20 day of February, 1985, between the City of Bloomington, through its Utilities Service Board, hereinafter referred to as the Seller and the Town of Ellettsville, hereinafter referred to as the Purchaser,

WITNESSETH:

WHEREAS, the Purchaser is a governmental unit which constructs and operates a sewage collection system serving sewer users within the area described in plans now on file in the office of the Purchaser and to accomplish their purposes, the Purchaser requires the treatment and disposal of collected wastes above the amounts which the Purchaser's treatment facility will treat; and

WHEREAS, the treatment and disposal of wastes of Purchaser by Seller and the execution of this Contract carrying out the said treatment and disposal of collected wastes was duly authorized by the Bloomington Utilities Service Board on behalf of the City of Bloomington; and

WHEREAS, by Resolution of the Board of Trustees of the Town of Ellettsville, Purchaser, adopted a Resolution on the 4th day of July, 1984, authorizing the purchase of treatment and disposal of collected wastes from the Seller in accordance with the terms set forth in the said Resolution was approved, and the execution of this Contract by the Board of Trustees of the Town of Ellettsville, Indiana and attested by the Clerk-

Treasurer, was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, THE SELLER AGREES:

1. QUALITY AND QUANTITY. To treat all sewage collected by the Purchaser during the term of this contract or any renewal or extension thereof, treatment or disposal of collected wastes meeting applicable quality standards of the State of Indiana, in such quantity as may be required by the Purchaser. The Seller shall accept the sewage and waste delivered for treatment and disposal as herein provided subject to such reasonable rules and regulations as may be adopted from time to time by the Seller. The Purchaser agrees that it will exercise due diligence and effort to prevent storm water, ground water and infiltration from being introduced into Purchaser's collection system.

2. PLANS. The plans for delivery of the sewage collected by Purchaser to the Blucher Poole Plant showing location, size of mains and point of delivery for metering, shall be approved by Seller and be made a part of this Agreement.

3. POINT OF DELIVERY. The sewage and collected wastes will be delivered at a point located in accordance with the plans and specifications to the City of Bloomington sanitary system.

4. METERING EQUIPMENT. To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of the collected wastes delivered to the Seller and to calibrate such metering equipment whenever requested by the Purchaser but

not more frequently than once every twelve (12) months. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the two (2) months previous as mutually agreed between the Seller and Purchaser. If any meter fails to register for any period, the amount of waste treated during such period shall be deemed to be the amount of wastes delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

5. BILLING PROCEDURE. To furnish the Purchaser each month with an itemized statement of the amount of wastes delivered during the preceding month to the Seller for treatment.

THE PURCHASER AGREES:

1. RATES AND PAYMENT DATE. To pay the Seller, not later than thirty (30) days after receipt of bill for the volume of wastes treated in accordance with the schedule of rates set out in Schedule A.

2. INDUSTRIAL PRE-TREATMENT. To enact by ordinance and to enforce pre-treatment industrial discharge standards permitting no more classified chemical and heavy metal waste in the collection system than that permitted under the ordinances and regulations of the City of Bloomington as they now exist and as they may in the future be amended.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:

1. TERM OF CONTRACT. That this contract shall extend for a term of forty (40) years from the date of the initial delivery of any collected wastes as shown by the first bill submitted by the Seller to the Purchaser, and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. DELIVERY OF COLLECTED SEWAGE. The Purchaser will notify the Seller at least thirty (30) days in advance in writing the date for the initial delivery of sewage wastes.

3. FAILURE TO RECEIVE. That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to treat for the Purchaser such quantities of collected wastes and maintain the treatment facility required by this Agreement.

4. MODIFICATION OF CONTRACT. That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for the treatment and disposal of collected wastes delivered, are subject to modification only after six (6) years of this Agreement. Any increase or decrease in rates thereafter shall be based on a demonstrable increase or decrease in the costs of performance as set out in a cost of service study by an independent firm to be retained and paid by the Seller. This study shall be made under the standards of the Water Pollution Control Federation and shall be limited to the costs and requirements of the Blucher Poole Plant including but not limited

to, needed increase of capacity beyond the 2,000,000 gallons per day required by Purchaser and the cost for a change of treatment required by regulatory agencies. Other provisions of this contract may be modified or altered by mutual agreement.

5. ARBITRATION. Any unresolved controversy or claim arising out of, or relating to, this contract or the breach thereof, shall be settled by binding arbitration, in accordance with the rules then obtaining, of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

6. REGULATORY AGENCIES. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. SUCCESSOR TO THE PURCHASER. That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in 4 counterparts, each of which shall constitute an original.

CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD

By: Gary R. Kent
President

APPROVED:

TOWN OF ELLETTSVILLE
Purchaser

ATTEST:

By: G. L. Chandler Jr.
President

TREATMENT COST

All sewage supplied to the Seller will be treated at a charge of Ninety Cents ($.90) per every One Thousand (1,000) gallons.

TOWN OF ELLETTSVILLE,
Purchaser

By: G L Chandler
President

ATTEST:

CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD,
Seller

By: Barry R. Kent
President

ATTEST:

Eugene K Wolfe