

RESOLUTION 76-3

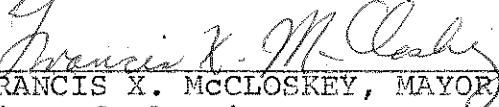
BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

It now ratifies and approves the attached amendment of the contract between the B & B Water Project, Inc. and the City of Bloomington, Indiana through the City of Bloomington Utilities Service Board, which amendment extends the said contract to a term of forty (40) years from the date of the completion of an improvement to be constructed in its water delivery system.

PASSED and ADOPTED this 15 day of January, 1976 by the Common Council of the City of Bloomington, Monroe County, Indiana.

  
Clem Blume, President  
Bloomington Common Council

PASSED this 20th day of January, 1976.

  
FRANCIS X. McCLOSKEY, MAYOR  
City of Bloomington

76-3  
AMENIMENT OF CONTRACT

The contract entered into upon August 1, 1966 between B & B Water Project, Inc., therein designated as Corporation and the City of Bloomington, Indiana, therein designated as City, is now by mutual agreement of the Corporation and the City amended so that that section of such contract entitled "Term of Contract" reads as follows:

"Term of Contract-That this contract shall extend for a term of forty (40) years from the date of the completion of an improvement to be constructed in its water delivery system by the Corporation, which improvement has heretofore been approved by the Public Service Commission of Indiana in Cause No. 33804 of such Commission, and there- after this contract may be renewed or extended for such term or terms as may be agreed upon by the City and the Corporation."

The contract shall remain unchanged as to any and all other terms and conditions.

Dated this \_\_\_\_ day of April, 1975:

City of Bloomington Utilities Service Board

By: \_\_\_\_\_

B & B Water Project, Inc.

By: Howard M. Berg, Pres.

Attest: \_\_\_\_\_

*Law Offices*

COTNER, MANN & CHAPMAN

JAMES R. COTNER  
ROBERT D. MANN  
RONALD L. CHAPMAN  
MARY E. HALL

411 EAST FOURTH STREET  
BLOOMINGTON, INDIANA 47401

*Bloomington, Indiana 47401*

322-8555  
AREA CODE 312

December 16, 1975

Mrs. Karel Dolnick  
City Clerk  
Bloomington, IN 47401

In compliance with Sec. 2.04.560 of the Bloomington Municipal Code, I now deliver to you twelve (12) copies of a resolution to be submitted to the Common Council of the City of Bloomington for its consideration at the regular meeting of such council upon Thursday, December 18, 1975.

COTNER, MANN & CHAPMAN

By: James R. Cotner  
Attorney for B & B Water  
Project, Inc.

The undersigned acknowledges receipt of 12 copies of the above proposed resolution upon December 16, 1975 at \_\_\_\_\_.

Karel Dolnick  
Karel Dolnick, City Clerk

CONTRACT FOR SALE OF WATER

THIS CONTRACT for the sale and purchase of water is entered into as of the 1st day of August, 1966, between the CITY OF BLOOMINGTON, Monroe County, Indiana, hereinafter referred to as the CITY, and B & B WATER PROJECT, INC. OF MONROE COUNTY, hereinafter referred to as the CORPORATION, WITNESSETH:

WHEREAS, the Corporation has been organized and established under the provisions of the Indiana Not for Profit Act for the purpose of constructing and operating a water supply distribution system for the benefit of the members of the Corporation and to accomplish this purpose, the Corporation will require, and must obtain, a supply of water, and

WHEREAS, the City owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City system and the estimated number of 1,500 domestic and small business water customers to be served by the said Corporation, and

WHEREAS, the City is expanding its water system to serve potential users in Bloomington Township, Monroe County, Indiana and, the City can fulfill its obligations by utilizing the main, if enlarged, required to serve Corporation's needs; and

WHEREAS, by resolution enacted on the 28th day of July, 1966, by the Board of Works of the City, the sale of water to the Corporation in accordance with the provisions of the said resolution was approved, and the execution of this contract carrying out the said resolution by the Mayor, and attested by the Clerk-Treasurer, was duly authorized;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE PERFORMANCE OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH. IT IS AGREED AS FOLLOWS:

THE CITY AGREES:

(1) QUALITY AND QUANTITY - To furnish the Corporation, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable water meeting applicable purity standards of the State Board of Health in such quantity as may be required by the

Corporation, and in return said Corporation agrees to purchase a minimum of fifty thousand (50,000) gallons of water per month.

(2) POINT OF DELIVERY AND PRESSURE AND CONNECTION CHARGE - That water will be furnished at a reasonably constant pressure from master meters located at Griffey Creek and State Road 37. If a greater pressure than that available at the point of delivery is required by the Corporation, the cost of providing such greater pressure shall be borne by the Corporation.

(3) 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 water delivered and to calibrate such metering equipment at least once every twelve (12) months. A meter registering not more than two percent (2%) above or below normal shall be deemed to be acc. rate. The readings of any meter disclosed by test to be inaccurate shall be corrected for the thirty (30) days previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and Corporation shall agree upon a different amount. The metering equipment shall be read on the first (1st) day of each month.

(4) BILLING PROCEDURE - To furnish the Secretary of the Corporation, at such address as may be from time to time furnished to the City, not later than the tenth day of each month, with an itemized statement of the amount of water furnished the Corporation during the preceding month.

(5) RATES - That the rate as herein agreed shall be the rate existing at the time of the execution of this contract for the sale of water by the City of Bloomington Water Department for resale purposes. It is agreed that said rate may be increased or decreased from time to time during the term of this contract as such rate may be changed by ordinance and subject to the approval of the Public Service Commission of Indiana.

It is agreed that no modification of such rate for resale shall be effected by the City prior to January 1, 1969.

All other provisions of this contract may be modified or altered by the mutual agreement of the City and the Corporation.

THE CORPORATION AGREES:

(1) PAYMENT AND RATES - To pay the City, not later than the thirtieth (30th) day of each month, for water delivered during the previous month, in accordance with the terms hereof at the rate of \$0.35 per One Thousand (,000) gallons of water.

(2) CONNECTION FEE - To pay as an agreed cost, a connection fee to connect the City system with the system of the Corporation, the sum TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800.00).

IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE CORPORATION 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 water by the City to the Corporation, and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the City and Corporation.

(2) FAILURES TO DELIVER - That the City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Corporation with quantities of water required by the Corporation (not to exceed 3, 276,000 gallons per month) and temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to Corporation consumers shall be reduced or diminished in the same ratio or proportion as the supply to City consumers is reduced or diminished. An Act of God or other disaster resulting in inability of performance under this contract by either the City or the Corporation shall operate to suspend the obligations of this contract until such time as remedial action will permit a resumption of performance.

(3) REGULATORY AGENCIES - That this contract is subject to such rules and regulations of the Indiana Public Service Commission and the City and Corporation will collaborate in obtaining such permits and approval as may be required to comply therewith.

(4) BOUNDARIES - It is agreed that the territory and boundaries for consumer use as between the City and Corporation, as in accordance with the map attached hereto and denominated exhibit "A", which is hereby incorporated as a part of this contract. The boundaries therein can be altered by agreement of the parties.

(5) MISCELLANEOUS - That the construction of the water supply distribution system by the Corporation is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Corporation are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration. Similarly, any modification of the provisions of this contract, including any increase in the schedule or rates to be paid by the Corporation for the delivery of water shall be conditioned upon the prior approval, in writing, of the State Directors of the Farmers Home Administration, except as may be ordered by the Indiana Public Service Commission.

(6) CROSS-CONNECTIONS - It is further agreed that no cross-connections between private and individual systems shall be permitted by the Corporation.

(7) RULES AND REGULATIONS - It is further agreed that the rules and regulations of the Corporation, as they apply to minimal health and sanitation standards for connections by users, shall be in accordance with the standards of the Indiana State and the Monroe County Boards of Health and all other ordinances of local governing bodies.

(8) SUCCESSOR TO THE CORPORATION - That in the event of any occurrence rendering the Corporation incapable of performing under this contract, any successor of the Corporation, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Corporation hereunder.

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

CITY OF BLOOMINGTON

By \_\_\_\_\_

ATTEST:

Marian H. Jardy  
Clerk-Treasurer

*James W. Young*  
Howard A. Young, City Controller

B & B WATER PROJECT, INC. OF  
MONROE COUNTY

By Robert R. Radwood, Jr.

ATTEST:

Walter J. Wood

This contract is approved on behalf of the Farmers Home Administration,  
this \_\_\_ day of \_\_\_\_\_, 196\_\_.

\_\_\_\_\_  
State Director of Indiana

