

ORDINANCE NO. \_\_\_\_\_

24

CITY OF BLOOMINGTON, INDIANA

AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE ACTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF BLOOMINGTON, INDIANA, IN ENTERING INTO A CONTRACT FOR ELECTRIC ENERGY FOR POWER AND LIGHT FOR OPERATING A MUNICIPAL WATER PUMPING AND SEWAGE DISPOSAL SYSTEM WITH PUBLIC SERVICE COMPANY OF INDIANA, INC., AN INDIANA CORPORATION.

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WHEREAS, HERETOFORE, to-wit: On the 15 day of July 1963, the BOARD OF PUBLIC WORKS AND SAFETY of the CITY OF BLOOMINGTON INDIANA, acting for and in behalf of said CITY OF BLOOMINGTON entered into the following contract for electric energy for power and light for operating a municipal water pumping and sewage disposal system with PUBLIC SERVICE COMPANY OF INDIANA, INC., which said contract is in words and figures as follows, to-wit:

AGREEMENT  
FOR ELECTRIC ENERGY FOR POWER AND LIGHT  
FOR OPERATING A MUNICIPAL  
WATER PUMPING AND SEWAGE DISPOSAL  
SYSTEM

Between

CITY of BLOOMINGTON, INDIANA

And

PUBLIC SERVICE COMPANY OF INDIANA, INC.

Date entered into ----- 7-15-63  
Date service commenced ----- 7-1-63  
Date of expiration of fixed term ---- 7-1-68

(After last date, agreement continues and is binding  
until 60 days' notice by either party).

AGREEMENT  
FOR ELECTRIC ENERGY FOR POWER AND LIGHT  
FOR OPERATING A MUNICIPAL  
WATER PUMPING AND SEWAGE DISPOSAL  
SYSTEM

THIS AGREEMENT made and entered into this 15 day of July, 1953, by and between the City of Bloomington, a municipal corporation in Monroe County and organized under the laws of the State of Indiana, acting by and through its Board of Public Works and Safety (hereinafter sometimes called "Municipality"), party of the first part, and PUBLIC SERVICE COMPANY OF INDIANA, INC., a corporation organized under the laws of the State of Indiana (hereinafter sometimes called "Company"), party of the second part,

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

SECTION I. Subject to the terms and conditions hereinafter set forth, Company shall furnish to Municipality, and Municipality shall take from Company, under and pursuant to the provisions of the attached schedule of tariff, rules and regulations designated WP-M and attached hereto as "Exhibit A", all such amounts of electric energy as Municipality shall require for power and light for operating a municipal water pumping and sewage disposal system in and adjacent to Municipality.

SECTION II. Municipality agrees to take and pay for, in accordance with the provisions of said schedule WP-M, all electric energy furnished it by Company for any of the above purposes.

SECTION III. The locations of service connections and description of electrical equipment installed at the respective locations to be covered initially under the terms of this agreement are shown on the list attached hereto as "Exhibit B". Municipality may request additional points of delivery for electric energy under the provisions of Section V, Paragraph 2 hereof, and the rate herein referred to shall be applied to electric energy used at all locations actually in operation during the period for which payment is to be made. Municipality shall issue a legal order in writing to Company covering all such alterations in the original list of locations and descriptions.

SECTION IV. The "General Terms and Conditions Applicable to Electric Service" of the Company, which are from time to time filed with and approved by the Public Service Commission of Indiana, shall be deemed a part of this agreement and the conditions of service provided for herein the same as if such terms and conditions were specifically set forth herein.

SECTION V. The supplying of electric energy hereunder by Company shall be in accordance with the following provisions:

1. Delinquency. If Municipality makes default in the payment, when due, of any bill for service hereunder, or violates any other term or condition of this agreement, then, upon such default or violation, Company shall have the right, after due notice to Municipality, to discontinue service to Municipality hereunder. A written notice of the intention of Company to discontinue the supply of electric energy hereunder at the expiration of twenty (20) days from the date of such notice, unless within such twenty (20) days Municipality shall have made good the default or violation specified in such notice, shall be considered due notice. Discontinuance of the supply of electric energy for any such cause pursuant to any such notice, shall, at the option of Company, have the effect of terminating this agreement. Whenever this agreement shall be terminated for any cause whatsoever, Company shall have the right to remove its meters and other property.

2. Additional Points of Delivery. If, from time to time, it becomes desirable to add to those points of delivery herein specified additional points of delivery for electric energy, the location of such additional points shall be mutually agreed upon between the parties. Company shall not, in any such case, be required to agree to extend service lines to any such additional point of delivery if Company would thereby be required to expend, in order to supply electric energy to such additional point, any sum of money in excess of five times the annual revenue estimated to be derived from the service to be rendered at such additional point of delivery. In every case where such cost is in excess of five times the estimated annual revenue to be derived from the service to be rendered at such additional point of delivery, and Company, nevertheless, extends the lines to such point, Municipality shall reimburse Company for the full amount in excess of five times the estimated annual revenue to be derived from the service to be rendered at such additional point of delivery of Company's costs in making such extension.

3. Should any change in the rate provided for in Section I hereof be ordered by the Public Service Commission of Indiana, payments for service by Municipality to Company as provided for in Section II hereof shall thereafter be made upon the basis of such new rate as changed and approved by the Public Service Commission of Indiana.

SECTION VI. The obligation of Company to supply, and of Municipality to accept and pay for, electric service under the terms of this agreement shall commence when, and as soon as, Company is ready to supply electric energy to Municipality and Municipality is ready to receive service under the terms hereof (such date to be on or about July 1, 1963). Company shall notify Municipality, in writing, as to the date on which service hereunder will be commenced. The fixed term of this agreement shall be five (5) years from the date when service is commenced hereunder, and after said original fixed term this agreement shall continue in full force and effect until one of the parties hereto gives to the other sixty (60) days' written notice of its intention to discontinue the furnishing or receiving of electric energy hereunder.

SECTION VII. All terms and stipulations heretofore agreed to, in respect to the supplying of electric energy by Company to Municipality for the purposes stated herein are merged into this written agreement and no previous or contemporaneous representations or agreements made by any officer, agent or employee of either party in regard thereto shall be binding after the effective date of this agreement unless they are written herein. From and after the date when service is commenced under the provisions hereof, this agreement shall supersede any and all existing

agreements between the parties hereto relative to Company supplying electric energy to Municipality for the purposes stated herein.

SECTION VIII. Municipality represents and covenants that all things required by law, precedent to the lawful execution by Municipality of this agreement, have been prepared, given, held, submitted, furnished and properly done and performed.

SECTION IX. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF, the said parties have caused quadruplicate copies of this agreement to be duly executed and acknowledged all as of the day, month and year first above written.

CITY of BLOOMINGTON, INDIANA

By Board of Public Works and Safety

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Treasurer

SIGNATURES UNNECESSARY ON THIS PAGE

PUBLIC SERVICE COMPANY OF INDIANA, INC.  
an Indiana corporation

By \_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Secretary

**RATE WP-M—SCHEDULE FOR MUNICIPAL WATER PUMPING AND/OR SEWAGE DISPOSAL.**

**Availability**

Available, under contract of not less than five years, to municipalities (hereinafter referred to as "Municipality") for the electric energy for operation of a water pumping system and/or a sewage disposal system at such locations as are within the corporate limits of the municipality to which said water service and/or sewage disposal service is supplied, or within territory adjacent to said municipality in which Company has, or can secure, a declaration of public convenience and necessity to serve. Municipality may, however, have an auxiliary source of energy, other than electric energy, for the purpose stated herein which may be used during (a) periods of emergency; (b) periods of test, provided such periods shall not exceed eight (8) hours in any calendar month; and (c) periods in which the use of such auxiliary source of energy supply is made necessary by insurance requirements.

**Character of Service**

Alternating current having a frequency of sixty cycles at any standard distribution voltage supplied by Company and available in the area to be served.

**Rate**

For the first 2,000 kwh used per month.....3.0¢ per kwh  
For all over 2,000 kwh used in the same month.....1.25¢ per kwh

**Minimum Monthly Bill**

The total Minimum Monthly Bill shall be \$1.00 per horsepower or fraction thereof for the first 10 horsepower of connected power load and \$.50 per horsepower or fraction thereof for all connected power load in excess of 10 horsepower.

Connected power load shall be the sum of:

1. the horsepower rating of all connected motors, and
2. the rated input capacity of all power equipment other than motors, each kilovolt-ampere of such input rating being considered as one horsepower of connected load.

"Power Load" is defined as electric energy used for any purpose other than lighting.

**Measurements of Energy**

Energy shall be measured by suitable integrating instruments.

**Terms of Payment**

Bills shall be rendered and due monthly.

**Terms and Conditions for Rendering Service**

1. When Municipality requires electric energy at more than one location for water pumping and/or sewage disposal in and adjacent to the municipality served and all such locations are supplied electric service by Company under the terms of one contract for the combined service, the sum of the measurements of all electric energy delivered to such locations shall be used in calculating the monthly bill.
2. The rate schedule herein contained is predicated upon a load factor such as is ordinarily developed by a municipal water pumping system and/or a municipal sewage disposal system, and, therefore, contemplates serving as an integral unit the total requirements of electric energy necessary to operate all locations comprising the system. The rate herein will not be available for any part of a system which obtains electric energy for the purposes stated herein from any source other than Company at (1) locations designated in the contract at which electric service is provided by Company; (2) such locations as may be added under the provisions of the contract covering such service; or (3) locations in territory for which Company does not have, or cannot secure, a declaration of public convenience and necessity to serve, except that at the option of Company, the Municipality will be permitted to enter into a supplemental agreement with Company which will delete the provisions under the caption "Minimum Monthly Bill" hereinabove and substitute in lieu thereof:

*Minimum Monthly Bill*

The minimum monthly bill shall be an amount calculated under the rate herein for such number of kilowatt-hours as are equal to 150 times the connected load whether or not such number of kilowatt-hours are delivered by Company to Municipality during the month. In determining the kilowatt-hours to be so billed, the following formula will be used:

$$\frac{\text{Connected Load (hp)} \times 746 \times 150}{1,000}$$

3. Company, where necessary, will supply and maintain at each location required for the water pumping system and/or sewage disposal system of Municipality, the complete transformation equipment that is necessary in order to make one transformation to a standard voltage, required by Municipality, from the voltage of such available distribution line as the Company deems adequate and suitable to serve the required capacity. Not more than one such transformation to one voltage will be installed at Company's expense at any single location of Municipality, provided, however, that when the voltage required on the load side of the power transformation is approximately 460 or 230 volts and Municipality requires approximately 115 volts 2-wire (or 115-230 volts 3-wire) for lighting purposes, Company, at the same location, will supply the transformation to obtain such lighting voltage.
4. Service at each location required by Municipality shall be furnished through one meter, except that, at the option of Company, service may be furnished through not more than one meter for the lighting service and one meter for the power service when service is metered at 460 volts or less.
5. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond each point of connection of Municipality's service lines with the lines of Company shall be considered the distribution system of Municipality and shall be furnished, owned, and maintained by Municipality, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned and maintained by Company and installed beyond each said point of connection.
6. In case fire or other casualty shall render a part of the equipment of Municipality temporarily incapable of use, such portion of the minimum charge as applies to the equipment incapable of being used, shall, commencing with the first full billing month thereafter, be suspended until the beginning of the billing month in which said equipment shall have been restored to service by Municipality, but Municipality shall be liable for all electric energy actually used by said equipment during such period and shall be billed therefor on the basis of the energy rate provided for herein.

EXHIBIT B

List of Locations and Descriptions  
of Electrical Equipment installed  
in connection with a Municipal  
Water Pumping and Sewage Disposal  
System in  
BLOOMINGTON, Indiana.

GRIFFEY CREEK PLANT - Located approximately 3 miles north of Bloomington.

Service for power shall be furnished at approximately 460 volts, 3 phase for the following motores.

CITY OF BLOOMINGTON FILTERING PLANT AND PUMPING STATION GRIFFEY CREEK

1 - 100 H.P.	Main Pumps	100 H.P.
1 - 125 H.P.	Main Pumps	125 H.P.
1 - 200 H.P.	Main Pumps	200 H.P.
1 - 300 H.P.	Main Pumps	300 H.P.
1 - 400 H.P.	Main Pumps	400 H.P.
1 - 40 H.P.	Wash Pumps	40 H.P.
2 - 100 H.P.	Wash Pumps	200 H.P.
1-7-1/2 H.P.	Humidifier	7.5 H.P.
4 - 1 H.P.	Agitators	4 H.P.
7- 1/2 H.P.	Dry Feed-Match	3.5 H.P.
1 - 3 H.P.	Hoist	3 H.P.
2 - 1 H.P.	Sump Pumps	2 H.P.
3 - 1 H.P.	Compensator	3 H.P.
1 - 7-1/2 H.P.	Elevator	7.5 H.P.
1 - 3 H.P.	Elevator	3 H.P.
2 - 1 H.P.	Primer's	2 H.P.

Exhibit B (Cont)

Carried Forward 1400.5 H.P.

2 - 10 H.P.	Pumps	20 H.P.
1 - 5 H.P.	Air-Comp.	<u>5 H.P.</u>

Total 1425.5 H.P.

Service for power shall be furnished at approximately 120 volts single phase for the following motor:

CITY OF BLOOMINGTON FILTERING PLANT AND PUMPING STATION GRIFFEY CREEK

15 - 1/8 H.P.	Fans	<u>1.88 H.P.</u>
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Total 1.88

BEAMBLOSSOM PUMPING STATION - Located 4 miles north of Bloomington on St. Rd. 37.

Service for power shall be furnished at approximately 460 volts, 3 phase for the following motors:

CITY OF BLOOMINGTON BEANBLOSSOM PUMPING STATION NORTH ON STATE ROAD 37

2 - 60 H.P.	Pumps	120 H.P.
2 - 75 H.P.	Pumps	<u>150 H.P.</u>

Total 270 H.P.

PUMPING STATION - Located at State Road 48 and Cory Lane

Service for power shall be furnished at approximately 460 volts, 3 phase for the following motors.

CITY OF BLOOMINGTON WATER BOOSTER PUMP LOCATED ON STATE ROAD 48 AND CORY LANE

1 - 75 H.P.	Pump Motor	75 H.P.
1 - 20 H.P.	Pump Motor	20 H.P.
1 - 20 H.P.	Pump Motor	<u>20 H.P.</u>

Total 115 H. P.

Service for power shall be furnished at approximately 120 volts single phase for the following motors.

2 - 1/8 H.P.	Fans	<u>.25 H.P.</u>
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Total .25 H.P.

Total Water Pumping 1812.63 H.P.

SEWER LIFT STATION - Located north of 17th between College and Walnut.

Service for power shall be furnished at approximately 460 volts, 3 phase for the following motors.

CITY OF BLOOMINGTON SEWER LIFT STATION NORTH OF 17th BETWEEN COLLEGE AND WALNUT STS.

1 - 50 H.P.	Pump	50 H.P.
1 - 50 H.P.	Pump	<u>50 H.P.</u>
Total		100 H.P.

Service for power shall be furnished at approximately 120 volts single phase for the following motor.

1 - 1/2 H.P.	Blower	.5 H.P.
1 - 1/4 H.P.	Pump	.25 H.P.
1 - 1/8 H.P.	Heater	<u>.13 H.P.</u>
Total		.88 H.P.

SEWER LIFT STATION - Located on Sare Road

Service for power shall be furnished at approximately 460 volts, 3 phase for the following motors.

CITY OF BLOOMINGTON SEWER LIFT STATION LOCATED ON SARE ROAD

2 - 40 H.P.	Pump Motor	80 H.P.
1 - 1/2 H.P.	Pump Motor	<u>.5 H.P.</u>
Total		80.5 H.P.

Service for power shall be furnished at approximately 120 volts, single phase for the following motors.

1 - 1/8 H.P.	Blower	.13 H.P.
1 - 1/2 H.P.	Blower	<u>.5 H.P.</u>
Total		.63 H.P.

SEWER LIFT STATION - Located at 2215 East 8th Street

Service for power shall be furnished at approximately 460 volts, 3 phase for the following motors.

CITY OF BLOOMINGTON SEWER LIFT STATION LOCATED 2215 EAST 8th STREET

2 - 20 H.P.	Pump Motor	40 H.P.
1 - 1/2 H.P.	Pump Motor	<u>.5 H.P.</u>
Total		40.5 H.P.

Service for power shall be furnished at approximately 120 volts, single phase for the following motors.

1 - 1/8 H.P.	Fan	.13 H.P.
1 - 1/2 H.P.	Blower	<u>.50 H.P.</u>
	Total	.63 H.P.

DISPOSAL PLANT - Located South on State Road 37.

Service for power shall be furnished at approximately 460 volts, 3 phase for the following motors.

CITY OF BLOOMINGTON DISPOSAL PLANT LOCATED SOUTH ON STATE ROAD 37

7 - 7-1/2 H.P.	Pumps	52.5 H.P.
5 - 1/2 H.P.	Pumps	2.5 H.P.
6 - 1/2 H.P.	Drag Pumps	3 H.P.
2 - 1 H.P.	Sump Pumps	2 H.P.
2 - 1 H.P.	Fan Pumps	2 H.P.
1 - 3 H.P.	Water Pumps	3 H.P.
1 - 3 H.P.	Air Comp.	3 H.P.
2 - 1 H.P.	Drag Motors	2 H.P.
3 - 3/4 H.P.	Drag Motors	2.25 H.P.
1 - 1-1/2 H.P.	Drag Motors	1.50 H.P.
1 - 5 H.P.	Air Blower	5 H.P.
1 - 3/4 H.P.	Grit Conveyor	<u>.75 H.P.</u>
	Total	79.50 H.P.

Service for power shall be furnished at approximately 120 volts, single phase for the following motors.

1 - 1/2 H.P.	Air Comp.	.50 H.P.
4 - 1/6 H.P.	Fan Motors	<u>.67 H.P.</u>
	Total	1.17 H.P.

Exhibit B (Cont)

SEWER LIFT STATION - Located at Cascade Park.

Service for power shall be furnished at approximately 460 volts, 3 phase for the following motors.

CITY OF BLOOMINGTON SEWER LIFT PUMP AT CASCADE PARK

1 - 20 H.P.	Pump	20 H.P.	
1 - 20 H.P.	Pump	<u>20 H.P.</u>	
	Total		40 H.P.

Service for power shall be furnished at approximately 120 single phase for the following motors.

1 - 1/2 H.P.	Blower	<u>.50 H.P.</u>	
	Total		.50 H.P.

SEWER LIFT STATION - Located at State Road 48 and Joint School

Service for power shall be furnished at approximately 230 volts, 3 phase for the following motor.

CITY OF BLOOMINGTON SEWER LIFT STATION STATE ROAD 48 and JOINT SCHOOL

2 - 15 H.P.	Pump Motor	<u>30 H.P.</u>	
	Total		30 H.P.

SEWER LIFT STATION - Located on R. R. 4

Service for power shall be furnished at approximately 230 volts, 3 phase for the following motors.

CITY OF BLOOMINGTON - SEWER LIFT STATION R. R. 4

2 - 7-1/2 H.P.	Pumps	<u>15 H.P.</u>	
	Total		15 H.P.

SEWER LIFT STATION - Located at Fritz Terrace Addition.

Service for power shall be furnished at approximately 230 volts, 3 phase for the following motors.

CITY OF BLOOMINGTON SEWER LIFT STATION - FRITZ TERRACE ADDITION

1 - 10 H.P.	Pump	<u>10 H.P.</u>	
	Total		10 H.P.

SEWER LIFT STATION - Located at R. R. 1 Kinser Pike

Service for power shall be furnished at approximately 230 volts 3 phase for the following motor.

CITY OF BLOOMINGTON - SEWER LIFT STATION KINSER PIKE R. R. 1

1 - 10 H.P.	Pump	<u>10 H.P.</u>	
	Total		10 H.P.

SEWER LIFT STATION - Located at Blue Ridge Estates

Service for power shall be furnished at approximately 230 volts 3 phase for the following motor.

CITY OF BLOOMINGTON - SEWER LIFT STATION - BLUE RIDGE ESTATES

2 - 20 H.P.	Pumps	<u>40 H.P.</u>	
	Total		40 H.P.

SEWER LIFT STATION - Located at Highland Village Addition

Service for power shall be furnished at approximately 230 volts 3 phase for the following motors.

CITY OF BLOOMINGTON - SEWER LIFT STATION - HIGHLAND VILLAGE ADDITION

2 - 10 H.P.	Pumps	<u>20 H.P.</u>	
	Total		20 H.P.

SEWER LIFT - Located at Blue Ridge Estates.

Service for power shall be provided at approximately 230 volts single phase for the following motor.

CITY OF BLOOMINGTON SEWER LIFT STATION - BLUE RIDGE ESTATES

1 - 3 H.P.	Compressor	<u>3 H.P.</u>	
	Total		3 H.P.

SEWER LIFT - Located at Arden Place.

Service for power shall be provided at approximately 115-230 volts single phase for the following.

CITY OF BLOOMINGTON - SEWER LIFT STATION - ARDEN PLACE

1 - 1-1/2 H.P.	Compressor	1.5 H.P.	
1 - 1320 Watt	Space Heater	<u>1.77 H.P.</u>	
	Total		3.27 H.P.

SEWER LIFT - LOCATED ON SOUTH CURRY PIKE

Service for power shall be furnished at approximately 120 volts single phase for the following motors.

CITY OF BLOOMINGTON SEWER LIFT STATION CURRY PIKE

1 - 1/6 H.P.	Sump Pump	.16 H.P.
1 - 1/6 H.P.	Dehumidifier	<u>.16</u> H.P.
	Total	.32 H.P.

Total Sewage Disposal 475.90 H.P.

Total Original Connected Load 2,288.53 H.P.

Service for lighting shall be furnished, provided such lighting is incidental to pumping and storage of water and sewage disposal and for no other purpose.

; and

WHEREAS, all acts, conditions and things precedent to the execution of the contract hereinbefore set forth have happened and been properly done in regular and due form as required by law;

and

WHEREAS, said contract has been submitted by said BOARD OF PUBLIC WORKS AND SAFETY of the CITY OF **BLOOMINGTON** INDIANA, to the COMMON COUNCIL of said City for its consideration and action thereon;

NOW, THEREFORE, Be It Ordained by the COMMON COUNCIL of the CITY OF **BLOOMINGTON** in **MONROE** County, Indiana, as follows, to-wit:

Section 1. The foregoing contract made and entered into on the 15 day of July, 19 63, between the BOARD OF PUBLIC WORKS AND SAFETY of the CITY OF **BLOOMINGTON** INDIANA, and the PUBLIC SERVICE COMPANY OF INDIANA, INC., be and the same is hereby in all things ratified, confirmed and approved.

Section 2. This ordinance is passed on the same day and at the same meeting at which it is introduced and it is passed by the unanimous consent of all members of the COMMON COUNCIL present and there are present and voting at least two-thirds of the members elect of said COMMON COUNCIL.

Section 3. This ordinance shall be in full force and effect from and after its passage.

Passed by the COMMON COUNCIL this 6 day of August, 19 63.

PRESIDING OFFICER OF THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON INDIANA.

Mary M. Dunlap

ATTEST:

T. D. Ellis  
Clerk-Treasurer

Presented by me to the Mayor this 7 day of August, 19 63.

T. D. Ellis

Approved and signed this 7 day of August, 19 63.

Mary M. Dunlap  
Mayor of the City of **Bloomington**  
Indiana