

ORDINANCE NO. 26, 1956

An Ordinance of the City of Bloomington ratifying, confirming and approving action of the Board of Public Works and Safety concerning the purchase, construction, and acquisition of a sanitary sewer and pumping station ratifying and confirming a contract for purchase of sanitary sewer with Bloomington Advancement Association, Inc., an Indiana not-for-profit corporation, and a contract for reimbursement for contribution on sewer construction cost with Westinghouse Electric Corporation, of Pittsburgh, Pennsylvania, establishing sewer connection charges and rates.

WHEREAS, it is the opinion of the Board of Public Works and Safety, and the Common Council of the City of Bloomington, that it would be advisable and to the best interests of the City, to extend the sewer mains without the City of Bloomington, to the west so as to provide sewage to the residents along Whitehall Pike and particularly to the industrial area in that locality, and

WHEREAS, in order to provide this sewage service, certain trunk lines will be necessary to be constructed beyond the present corporate limits of said city, in order to provide for future growth, and to provide industrial areas for the City of Bloomington and in the vicinity thereof, and

WHEREAS, the engineering firm, of Consoer, Townsend & Associates, consulting engineers, has submitted a preliminary report and plans and specifications and estimates, for the construction of a sewer trunk line and pumping station to service said area, and

WHEREAS, Chapter 61 of the Acts of the General Assembly, State of Indiana, 1932, as amended, authorizes cities or towns to acquire, enlarge and extend within and without the corporate limits of such city or town, intercepting sewers, main sewers, sub-main sewers, local and/or lateral sewers, outfall sewers, force mains, pumping stations, and all other appurtenances necessary or useful for the collection and disposal of sewage and further provides that the Common Council shall enact ordinances in connection therewith for the purchase thereof and fixing the rates to be charged, and

WHEREAS, said area will be without the city limits of the City of Bloomington and will be providing sewage facilities to residents of Monroe County who are not taxpayers of the City of Bloomington, and

WHEREAS, it is the opinion of the Council that a flat charge should be made for each sewer connection; and

WHEREAS, the Bloomington Advancement Association, Inc., an Indiana not-for-profit corporation, has agreed to build and construct a ten and twelve inch vitrified clay and pipe sanitary sewer, including an eight inch cast iron force main and pumping station, with a capacity of 650,000 gallons of sewage per day all as set out and described in a preliminary estimate dated December 27, 1955, prepared for the Bloomington Advancement Association, Inc., by Consoer, Townsend and Associates, Consulting Engineers, the same being located in Monroe County and being an extension of the present sewer facilities of the City of Bloomington to the west thereof, all as shown on said preliminary estimate, at an estimated cost of One Hundred Thirty-seven Thousand Dollars (\$137,000.00), and

WHEREAS, Westinghouse Electric Corporation, of Pittsburgh, Pennsylvania, agrees to advance the sum of Eighty Thousand Dollars (\$80,000.00) as a contribution toward the cost of the construction of said sanitary sewer, and

WHEREAS, the Bloomington Advancement Association, Inc. agrees to pay for the construction thereof and to sell the same to the City of Bloomington at the actual cost of construction and acquisition of easements and rights of way, the sale price thereof to be paid for by the City of Bloomington over a period of fifteen (15) years, and

WHEREAS, the plans, specifications and construction are to be under the supervision and approval of the City of Bloomington, and

WHEREAS, the Board of Public Works and Safety have entered into agreements with the Bloomington Advancement Association, Inc. and Westinghouse Electric Corporation, of Pittsburgh, Pennsylvania, which agreements are subject to the acceptance and approval of the Common Council of the City of Bloomington:

BE IT ORDAINED BY THE COMMON COUNCIL
OF THE CITY OF BLOOMINGTON THAT:

Section 1. The contracts entered into by the Board of Public Works and Safety with the Bloomington Advancement Association, Inc. and the Westinghouse Electric Corporation of Pittsburgh, Pennsylvania, as hereinafter set out, to wit:

"CONTRACT FOR PURCHASE OF SANITARY SEWER

"THIS CONTRACT, made and entered into by and between City of Bloomington, Indiana, by and through its Board of Public Works and Safety, hereinafter referred to as City, and Bloomington Advancement Association, Inc., an Indiana not for profit corporation, hereinafter referred to as BAA, WITNESSETH:

"BAA hereby agrees that it will construct, and pay for, in accordance with plans and specifications, approved by City, a ten and twelve inch vitrified clay pipe sanitary sewer, including an eight inch cast iron force main and pumping station, with a capacity of 650,000 gallons of sewage per day as set out and described in a preliminary written estimate dated December 27, 1955, prepared for BAA by Consoer, Townsend and Associates, Consulting Engineers, such sanitary sewer to be located in Monroe County, Indiana, and is to run from a point in Curry Pike, which point is to be chosen by Westinghouse Electric Corporation but which point shall not be farther south than the southwest corner of land owned by Westinghouse Electric Corporation, nor farther north than a point in Curry Pike which is 500 feet south of the Northwest corner of land now owned by Westinghouse Electric Corporation, thence south in Curry Pike to its intersection with Indiana Highway 48, thence east along Indiana Highway 48 to a point near Adams Street and thence in an easterly direction to the point of intersection with the large outfall sewer line recently constructed in a northwesterly and southeasterly direction by City, the estimated cost of said sewer line to be constructed by BAA being the sum of One Hundred Thirty-seven Thousand Dollars (\$137,000.00).

"BAA agrees to begin construction of said sewer line as above described on or before October 1, 1956, and to complete the same on or before April 1, 1957.

"Immediately after the completion of the sewer line above referred to, and the approval of the same by City, BAA agrees to transfer all of its right, title and interest in and to said sewer line to City and after such transfer said sewer line shall be the exclusive property of City and shall be, and become, a part of the sanitary sewer system of City, and after such transfer BAA shall have and hold no title or proprietary interest in, nor control over, said sewer line, and from and after the acquisition of the sewer line covered by the terms of this Contract, City agrees, at its own expense, to operate and maintain the same in the same manner and for the same length of time as are other sanitary sewer lines which are a part of City's sanitary sewer system operated and maintained by City, whether located within or without the Corporate limits of the City of Bloomington, Indiana.

"In consideration of the promises heretofore made by BAA, and upon the performance of the things herein agreed to be performed by BAA, all as hereinbefore set out and described, City agrees to pay to BAA, in the manner and under the terms and conditions hereinafter set out, as the purchase price for the sewer hereinbefore described, a sum equal to all of the cost incurred by BAA in the construction of said sanitary sewer, which cost shall include, but not be limited to, the cost of all labor performed and materials furnished in such construction, all engineering fees and the cost, if any, of the securing of any real estate or easements for the location of said sewer line, or any part of the same, including the cost of a site for any pumping station, or stations, constructed as an adjunct of said sewer line, there to be deducted from the sum which otherwise would be paid by City

to BAA under the terms of this Contract the sum of Eighty Thousand Dollars (\$80,000.00), such Eighty Thousand Dollar (\$80,000.00) deduction being the sum which Westinghouse Electric Corporation, of Pittsburgh, Pennsylvania, hereinafter referred to as Westinghouse, has contributed to BAA toward the cost of said sewer construction, which Eighty Thousand Dollars (\$80,000.00) is to be refunded to Westinghouse by City under the terms of a separate written Contract between City and Westinghouse.

"City agrees that after the completion of said sewer line and the transfer of the legal title to the same to City by BAA in the manner hereinbefore referred to, City will collect, initially, the sum of Three Hundred Dollars (\$300.00) from each prospective sewer patron who desires to hook onto said sewer, or such sum as the Board of Public Works and Safety, with the approval of the Common Council of the City of Bloomington, may, from time to time, charge for such hook-on, which hook-on charge is to be only for the privilege of hooking onto said sewer and is exclusive of any cost to said sewer patron for a service line for said sewer to the property of said sewer patron; only one sewer service to be permitted for each such hook-on. The hook-on charge hereinbefore referred to also to be in addition to the regular monthly charge for sewer service as now provided for, or to be provided for in the future, for the use by patrons of the sewer system of City.

"City will pay to BAA, for a period of fifteen (15) years from the date when the first hook-on on said sewer is effected, a sum equal to forty per cent (40%) of the total of each of said hook-on charges and will pay to BAA a sum equal to forty per cent (40%) of fifty per cent (50%) of all service charges collected by City from sewer patrons on said sewer line (the other fifty per cent (50%) of said monthly sewer service charges to be retained by City for the operation, maintenance and depreciation of its entire sanitary system, including the sewer line referred to in this Contract), settlement by City with BAA to be made once each year, the first of which such settlement to be made one year from the date of the first of said hook-ons, and the remainder of such settlement to be made on the same date of each year thereafter until all of the cost of said sewer incurred by BAA as hereinbefore set out and described, less said Eighty Thousand Dollars (\$80,000.00), has been paid by City to BAA without any interest whatsoever on said sum. If, at the end of said fifteen (15) year period all of said cost so incurred by BAA in the construction of said sewer, less the said Eighty Thousand Dollars (\$80,000.00), has not been paid in full, then, in such event, and at said time at the end of said fifteen (15) year period, City agrees to pay to BAA all of the balance of BAA's said cost, less said Eighty Thousand Dollars (\$80,000.00). It is expressly agreed and understood that in no event is City obligated, under the terms of this Contract, to pay to BAA any sum in excess of BAA's cost of said sewer construction less Eighty Thousand Dollars (\$80,000.00).

"It is agreed and understood that the obligation of City to make payments under the terms of this Contract is not a general obligation of the civil City of Bloomington, Indiana, but is an obligation only of the City of Bloomington, Indiana, to make the payment in the sum, or sums, hereinbefore referred to, and under the terms and conditions hereinbefore set out and described, insofar as the same concerns payments by City during the fifteen (15) year period hereinbefore referred to, from revenues received from the sewer line referred to in this Contract, but the deficiency, if any, owing by City to BAA at the end of the said fifteen (15) year period will be paid from all of the revenues received by the Department of Sanitation of City.

WITNESS OUR HANDS This 27 day of July 1956."

"CONTRACT FOR REIMBURSEMENT FOR CONTRIBUTION ON SEWER CONSTRUCTION COST"

"THIS CONTRACT, made and entered into by and between the City of Bloomington, Indiana, by and through its Board of Public Works and Safety, hereinafter referred to as City, and Westinghouse Electric Corporation, of Pittsburgh, Pennsylvania, hereinafter referred to as Westinghouse, WITNESSETH:

"In consideration of the fact that as of this date Bloomington Advancement Association, Inc. entered into a written Contract with City, under the terms of which said written Contract Bloomington Advancement Association, Inc. agreed that it would construct, and pay for, in accordance with plans and specifications, approved by City, a ten and twelve inch vitrified clay pipe sanitary sewer, including an eight inch cast iron force main and pumping station, with a capacity of 650,000 gallons of sewage per day, which said sewer line would be constructed between a point in Curry Pike adjacent to land now owned by Westinghouse, which said land consists of 147.87 acres and is situated in a part of the Southeast quarter and a part of the Northeast quarter of Section 36, Township 9 North, Range 2 West, in Monroe County, State of Indiana, on the one hand, and a point near Indiana Highway 48 and Adams Street near the west corporate limits of the City of Bloomington, Indiana, on the other hand, all of which said sewer lines to be located within four miles from the corporate limits of the City of Bloomington, Indiana; and all of which said written Contract between City and Bloomington Advancement Association, Inc. is incorporated into this Contract by reference and made a part of the same, and is binding upon the parties hereto, with the same force and effect as if the same was copied into this Contract in its entirety.

"In further consideration of the fact that Westinghouse has paid to Bloomington Advancement Association, Inc. the sum of Eighty Thousand Dollars (\$80,000.00) as its contribution toward the cost of the construction of said sanitary sewer, it is agreed as follows:

"City agrees that after the completion of said sewer line and the transfer of the legal title to the same to City by Bloomington Advancement Association, Inc., in the manner referred to in said written Contract between City and Bloomington Advancement Association, Inc., City will collect, initially, the sum of Three Hundred Dollars (\$300.00) from each prospective sewer patron who desires to hook onto said sewer, or such sum as the Board of Public Works and Safety, with the approval of the Common Council of the City of Bloomington, may, from time to time, charge for such hook-on, which hook-on charge is to be only for the privilege of hooking onto said sewer and is exclusive of any cost to said sewer patron for a service line from said sewer to the property of said sewer patron; only one sewer service to be permitted for such hook-on. The hook-on charge hereinbefore referred to also to be in addition to the regular monthly charge for sewer service as now provided for, or to be provided for in the future, for the use by patrons of the sewer system of City.

"City will pay to Westinghouse, for a period of ten (10) years from the date when the first hook-on on said sewer is effected, a sum equal to sixty per cent (60%) of the total of each of said hook-on charges and will pay to Westinghouse a sum equal to sixty per cent (60%) of fifty per cent (50%) of all service charges collected by City from sewer patrons on said sewer line (the other fifty per cent (50%) of said monthly sewer service charges to be retained by City for the operation, maintenance and depreciation of its entire sanitary system, including the sewer line referred to in this Contract), settlement by City with Westinghouse to be made once each year, the first of which such settlement to be made one year from the date of the first of said hook-ons, and the remainder of such settlement to be made on the same date of each year thereafter until Eighty Thousand Dollars (\$80,000.00) has been paid by City to Westinghouse, without any interest whatsoever on said sum. If, at the end of said ten (10) year period, all of said Eighty Thousand Dollar (\$80,000.00) contribution made by Westinghouse toward the construction of said sanitary sewer has not been paid in full, then, in such event, and at said time at the end of said ten (10) year period, City agrees to pay to Westinghouse all of the balance of said Eighty Thousand Dollar (\$80,000.00) contribution which is yet unpaid by City to Westinghouse. It is expressly agreed and understood that in no event is City obligated, under the terms of this Contract, to pay to Westinghouse any sum in excess of Eighty Thousand Dollars (\$80,000.00).

"It is agreed and understood that the obligation of City to make payments under the terms of this Contract is not a general obligation of the civil City of Bloomington, Indiana, but is an obligation only of the City of Bloomington, Indiana, to make the

payments in the sum, or sums, hereinbefore referred to, and under terms and conditions hereinbefore set out and described, insofar as the same concerns payments by City during the ten (10) year period hereinbefore referred to, from revenues received from the sewer line referred to in this Contract, but the deficiency, if any, owing by City to Westinghouse at the end of the said ten (10) year period will be paid from all of the revenues received by the Department of Sanitation of City.

"Notwithstanding any provisions contained in this Contract, or contained in the written Contract between City and Bloomington Advancement Association, Inc. hereinbefore referred to, Westinghouse is not obligated to construct or pay for the sanitary sewer, or any part of the same, referred to in this Contract and referred to in the said Contract between City and Bloomington Advancement Association, Inc., and by the execution of this Contract it is recognized by City that Westinghouse has contributed toward the construction of said sanitary sewer by paying the sum of Eighty Thousand Dollars (\$80,000.00) to Bloomington Advancement Association, Inc.

"WITNESS OUR HANDS This 27 day of July 1956."

be and they are hereby ratified and confirmed;

Section 2. The Board of Public Works and Safety be, and it is hereby, authorized and directed to proceed with said Contracts and the Bloomington Advancement Association, Inc. be authorized and directed to construct said sanitary sewer and force main pumping station in accordance with the preliminary plans and estimate dated December 27, 1955, as prepared for the Bloomington Advancement Association, Inc. by Consoer, Townsend and Associates, Consulting Engineers.

Section 3. Each person desiring to connect to said sewer line, shall apply to the City for connection privileges, and before connecting onto said line shall pay the sum of \$300.00 to the Clerk-Treasurer of the City of Bloomington.

Section 4. Monies received from connection charges shall be deposited in the Sewage Works General Fund, and shall be distributed and applied as other revenue of the City's Sewage Works.

Section 5. The service charge to users outside the limits of the City of Bloomington shall be the same as presently charged for in City users; however, nothing contained in this ordinance shall be construed as obligating the City of Bloomington to the same use charges for sewage service beyond the corporate limits of the City, as exist within the corporate limits of said City; and the City hereby reserves to itself the right, at any future time, to charge an increased amount for sewage treatment service beyond the corporate limits of the City of Bloomington, in the manner as water users beyond the corporate limits are charged.

Section 6. This ordinance shall be in full force and effect from and after its passage and public hearing thereon, and signing by the Mayor.

Passed and adopted by the Common Council of the City of Bloomington on the 4th day of September 1956.

S/Thos. L. Lemon
Thos. L. Lemon, Presiding Officer

ATTEST:

S/Mary Alice Dunlap
Mary Alice Dunlap, Clerk-Treasurer

Presented by me to the Mayor of the City of Bloomington, on the 18th day of September 1956, at the hour of 9 o'clock P.M.

S/Mary Alice Dunlap
Mary Alice Dunlap, Clerk-Treasurer

This ordinance approved and signed by me on the 18th day of September 1956, at the hour of 9 o'clock P.M.

S/Thos. L. Lemon
Thos. L. Lemon, Mayor