

ORDINANCE NO. 16,1954

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/OR SEWAGE DISPOSAL SYSTEM WITH PUBLIC SERVICE COMPANY OF INDIANA, INC., AN INDIANA CORPORATION.

WHEREAS, HERETOFORE, to-wit: On the 20th day of September, 1954, 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/or 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/OR
SEWAGE DISPOSAL SYSTEM

THIS AGREEMENT made and entered into this 20th day of September, 1954, 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 & 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:

I. SERVICE TO BE FURNISHED

Subject to the terms and conditions hereinafter set forth, and at the price hereinafter provided, Company shall furnish to Municipality, and Municipality shall take from Company, all such amounts of electric energy as Municipality shall require for power and light for operating a municipal water pumping and/or sewage disposal system in and adjacent to Municipality.

The electric energy supplied hereunder by Company to Municipality shall be in the form of alternating current at a frequency of

approximately sixty (60) cycles per second and shall be furnished at the voltages set out for the service locations enumerated hereunder:

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 motors:

1 - 300	H.P. Motor on pressure pump	300	H.P.
1 - 200	" " " " "	200	"
1 - 125	" " " " "	125	"
1 - 100	" " " " "	100	"
1 - 40	" " " filter	40	"
1 - 15	" " " booster "	15	"
1 - 10	" " " " "	10	"
1 - 5	" " " primer "	5	"
1 - 2	" " " air compressor	2	"
3 - 1.5	" " " paddle machine	4.5	"
1 - 1	" " " sump pump	1	"
3 - 0.25	" " " alum machine	0.75	"
1 - 0.25	" " " muchar pump	0.25	"
1 - 400	" " " pressure pump	400	"
2 - 100	" " " back wash pump	200	"
1 - 15	" " " elevator	15	"
1 - 5	" " " for up flow basin	5	"
2 - 1.5	" " " on bacuum primer pumps	3	"
1 - 0.5	" " " Chlorine exhaust fan	0.5	"
1 - 5	" " " hoist	5	"
1 - 0.75	" " " dehumidifier pump	0.75	"
1 - 7.5	" " " " fan	7.5	"
1 - 1	" " " regenerator fan	1	"
5 - 0.16	" " " chemical feeder	0.80	"
12	Kw. Chlorine evaporator	16	"
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TOTAL		1458.05	H.P.

CITY DISPOSAL PLANT - located near State Road #37, approximately 3 miles south of Bloomington.

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

5 - 3	H.P. Motor on sludge pump	15	H.P.
1 - 3	" " " hoist pump	5	"
2 - 2	" " " bar screens	4	"
3 - 1.5	" " " primary tanks	4.5	"
2 - 1	" " " sludge pump	2	"
1 - 0.75	" " " vacuum pump	0.75	"
1 - 0.5	" " " ash hoist	0.5	"
1 - 0.5	" " " conveyor	0.5	"
1 - 0.25	" " " blower	0.25	"
1 - 0.25	" " " blower	0.25	"
1 - 1	" " " circulating pump	1	"
1 - 0.25	" " " air compressor	0.25	"
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TOTAL		34.0	H.P.

BEAN BLOSSOM PUMPING STATION - Located near new State Road #37, approximately 4 miles north of Bloomington. Service for power shall be furnished at approximately 230 volts, 3 phase for the following motors:

2 - 75	H.P. motors on pressure pump	150	H.P.
1 - 0.75	" " " cleaner	0.75	"
1 - 0.5-	" " " oil filers	0.5	"
2 - 0.75	" " " fan	1.5	"
	TOTAL	<u>152.75</u>	"

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

TOTAL ORIGINAL CONNECTED HORSEPOWER - 1744.80

II. PAYMENT FOR SERVICE

Municipality agrees to pay Company monthly, within fifteen (15) days from due date of bills rendered monthly by Company, for all electric energy used by Municipality for any of the above purposes at the designated locations, in accordance with the following rate:

Rate

For the first 2,000 K.W.H. used in any month - 3.00¢ per K.W.H.
For all over 2,000 K.W.H. used in the same month - 1.25¢ per K.W.H.

The minimum payment shall be \$1.00 per horsepower or fraction thereof per month for the first 10 horsepower of the total connected power load, and 50¢ per horsepower or fraction thereof per month for all connected power load in excess of 10 horsepower.

III. TERMS AND CONDITIONS OF SERVICE

The supplying of electric energy by Company for power and light for operating a municipal water pumping and/or sewage disposal system, at the rate set out in Section II hereof, shall be in accordance with the following provisions:

1. The term "month" as used in this agreement, shall mean the period between any two consecutive regular readings by Company of the meter or meters used in determining the amount of electric energy supplied to Municipality by Company hereunder. Such regular readings shall be taken by Company as nearly as practicable every thirty (30) days.

2. Company will designate each point at which the service lines of Company will be connected to the wires of Municipality. Such wires of Municipality, at the point of connection with the Company's service lines, shall extend at least three feet (3') beyond the outer end of any conduit, weatherproof fitting or insulator, in order to facilitate the connection.

Company shall not be required to furnish or provide any underground service connections from the overhead distribution system of Company, and Municipality must, at its sole expense, install any such underground service wires and maintain same, including the necessary riser running up the Company's pole to the height specified by Company. All such equipment installed by Municipality shall be of a type approved by Company.

Any change made in service connections at the request of Municipality, after the original installation, shall be at the expense of Municipality.

3. Municipality shall provide, near the service entrance for each point of connection, a suitable place for the installation

by Company of the meter or meters and any necessary metering transformers and appurtenant devices which may be furnished by Company.

Each meter used in determining the amount of electric energy supplied hereunder shall, by comparison of the same with accurate standards, be tested and calibrated by Company at intervals of not to exceed three years. The results of all tests and calibrations of any meter shall be open to examination by Municipality.

If as a result of any such test any meter shall be found to be incorrect or inaccurate, it shall be restored to an accurate condition or a new meter shall be substituted.

Any meter tested and found to be registering not more than 2% above or below normal shall be considered to be correct and accurate. Any meter tested and found to be registering in excess of 2% either above or below normal shall be considered inaccurate, and readings of such meter taken for billing purposes within the thirty days immediately prior to such test shall be corrected according to the percentage of inaccuracy so found; but no such correction shall extend back beyond thirty days previous to the day on which inaccuracy is discovered by such test, and in the event that during such previous thirty days a prior test of such meter shall have been made and such meter shall have then been found to be correct or registering within 2% of normal, or, if not found to be correct, in case after such prior test such meter shall have been made to register correctly, then the correction of the readings of such meter shall not extend back beyond the date of such prior test.

In the event Municipality believes that any meter is registering incorrectly, Municipality shall have the right to request Company in writing to make a test of such meter and, thereupon, such meter shall be tested and calibrated by Company. If such meter is found to be inaccurate, it shall be restored to an accurate condition or a new meter shall be substituted; and the procedure and limitations with reference to adjustment of meter readings, as provided for in the case of regular periodical tests of meters under the provisions hereof hereinabove set forth, shall, likewise, be followed and be controlling in the case of any such test made upon written request of Municipality. If any test made at Municipality's request discloses that the meter tested is registering correctly, or within 2% of normal, Municipality shall bear the expense of such test. The expense of all other tests shall be borne by Company.

If any meter fails to function at any time, it shall be assumed that the electric energy delivered hereunder, during the period of such meter failure, was the same as the average for a period of like operation during which such meter was in service and

correctly functioning, and the monthly meter readings for such period shall be adjusted accordingly.

4. All meters and other equipment furnished by and at the expense of Company, and which may be installed or located on the premises of Municipality, shall be and remain the property of Company, and Municipality shall protect such property from loss or damage, and only the authorized agents of Company shall remove such property or tamper therewith.

5. The properly authorized agents of Company shall have the right to enter upon the premises of Municipality at all reasonable times for the purpose of reading, inspecting, testing, repairing and replacing any meter or meters, or other equipment owned by Company and used in connection with its service, and/or removing the same upon the termination of this agreement or the discontinuance of service for any reason.

6. All wiring, pole lines, conductors, conduits, transformers and other electrical equipment and apparatus beyond the point of connection of Company's lines with the wires of Municipality shall be considered the distribution system of Municipality, and shall be furnished, owned and maintained by Municipality. Municipality shall install and maintain suitable protective devices on its equipment in order to afford reasonably adequate protection to Company's lines against trouble originating on the equipment of Municipality, and such protective devices shall be in accordance with standard practices.

7. 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 specified in this agreement as applies to the equipment incapable of being used, shall be suspended until such time as said equipment shall be 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 in this agreement.

8. Company does not guarantee that the supply of electric energy furnished hereunder will be constant at all times, and the temporary cessation of Company's service because of fire, strike, casualty, accident, the necessity of making repairs to the transmission lines or other facilities of Company, breakdown of or injury to the transmission lines or other facilities of Company not due to Company's neglect, act of public authorities, or act of God, shall not constitute a breach of the obligations of Company under this agreement, and Company shall not in any such case be liable to Municipality for any damages resulting from such temporary cessation of service; but Company shall make all reasonable efforts to renew the service promptly in the event of any interruption thereto.

9. 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 the 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.

10. If, from time to time, it becomes desirable to add to those points herein specified additional points of delivery for electric energy for power and light for operating a municipal water pumping and/or sewage disposal system, 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 three 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 three 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 three 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.

11. All terms and stipulations heretofore agreed to, in respect to the supplying of electric energy by Company to Municipality for power and light for operating a municipal water pumping and/or sewage disposal system 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 power and light for operating a municipal water pumping and/or sewage disposal plant, and, as of such date, all such agreements are terminated and cancelled.

IV. TERM OF AGREEMENT

This agreement shall be and become effective and binding upon the parties hereto when and as soon as it is approved by the Public

Service Commission of Indiana, and the supplying of electric energy hereunder shall be commenced as soon as practicable thereafter. Company shall notify Municipality, in writing, as to the date on which service hereunder will be commenced.

Unless and until otherwise ordered by said Public Service Commission, 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 the intention of the notifying party to discontinue the furnishing or receiving of electric energy hereunder.

V. LEGAL REQUIREMENT

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.

VI. BINDING AS TO SUCCESSORS

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, INDIAN

By BOARD OF PUBLIC WORKS AND SAFETY

EMMETT KELLY

ROBERT F. McCREA

J. M. CASON

ATTEST:

ESTHER F. LEAVITT
CLERK-TREASURER

PUBLIC SERVICE COMPANY OF INDIANA, INC.,
an Indiana corporation

By _____
Vice President

ATTEST:

Secretary

; 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 20 day of SEPTEMBER, 1954, 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 21 day of SEPTEMBER, 1954.

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

EMMETT KELLY

ATTEST:

ESTHER F. LEAVITT
Clerk-Treasurer

Presented by me to the Mayor this 21 day of SEPTEMBER, 1954.

ESTHER F. LEAVITT
Clerk-Treasurer

Approved and signed this 21 day of SEPTEMBER, 1954.

EMMETT KELLY
Mayor of the City of Indiana.