

ORDINANCE NUMBER 86

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION BY THE MAYOR OF A CONTRACT BETWEEN THE CITY OF BONIFAY, FLORIDA AND HUSTON POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR POWER FOR PUMPING OR MUNICIPAL WATER SUPPLY OF SAID CITY.

BE IT ORDAINED BY THE CITY COUNCIL OF BONIFAY, AS FOLLOWS:

Section 1. That the Mayor be and is hereby authorized, empowered and directed, for and on behalf of the City, to enter into a contract with Huston Power Company, a corporation its successors, and assigns, the terms of which are herein set out and approved in all things by the City Council, to-wit;

MUNICIPAL WATER PUMPING CONTRACT

110-220-440-2,400 volts

AGREEMENT made this the _____ day of _____ 192 , by and between Huston Power Company, hereinafter called the Company, and the City of Bonifay, Florida, hereinafter called the Consumer.

IN CONSIDERATION of the mutual agreements hereinafter contained, It is agreed:

First: That during the term of five years from the beginning of service (not later than the 1st day of April 1926) and thereafter until the expiration of at least thirty (30) days' written notice by either party to the other of intention to terminate this agreement, the Company shall maintain sufficient line and transformer capacity to enable it to deliver electric power to the Consumer in the form of three phase alternating current at a potential of approximately twenty-two hundred twenty (2220 volts and at approximately sixty (60) cycles, at Consumer's premises at Bonifay in Holmes County Florida, for the operation of water pumps, a total of not to exceed forty (40) horsepower rated capacity, for which the Consumer agrees to pay the following rates:

RATES:

Demand Charge:

\$2.00 per month per KW of demand, entitling the Customer for this payment to use during the month 20 KWH of energy: Plus

Energy charge; for KWH in excess of that included above:

3.0 cents per KWH in for the next 1,000 KWH consumed per month; plus

2.0 cents per KWH for the next 4,000 KWH consumed per month; plus

1.0 cents per KWH for the Next 15,000 KWH consumed per month; plus

.9 cents per KWH for the next 20,000 KWH consumed per month.

DETERMINATION OF DEMAND

The demand shall be determined, at the option of the Company, by inspection or by test, but in no case shall it be for less than one (1) kilowatt.

(1) By inspection, the kilowatt demand shall be taken as follows:

70% of the rating in horsepower of the largest capacity motor: plus

55% of the rating in horsepower of the next largest capacity motor; plus

46% of the rating in horsepower of all other motors; plus'

100% of the KW rating of all power apparatus other than motors.

(2) by test, the maximum integrate fifteen minute load at any time.

The demand billed shall be the demand as determined by one of the above methods but not less than the greatest demand established during any of the eleven preceding months, nor less than the capacity required to be maintained.

Second. Bills shall be rendered monthly, and if not paid at the Company's office within fifteen (15) days the Company may, at its option treat this agreement as cancelled and at an end, where upon all rights of the Consumer hereunder shall cease.

The Company may, however, extend the time of paying any one of more bills, or any part thereof, and its action in so doing, whether by taking the note of the Consumer, or of any one else, with or without security, or by merely extending the time for paying such bill or bills, shall be without prejudice to its right thereafter to terminate service as herein provided, and by so doing the Company shall not be held or considered as waiving its right at its option thereafter to terminate service, and or treat this agreement as cancelled and at an end.

Third: If at any time the Consumer desire to increase the Capacity of Consumer's connected equipment he shall give thirty (30) days' written notice thereof to the Company, which will then permit the desired increase to be made subject to the rules, regulations and condition under which the Company may then be operating.

Fourth: The Consumer shall not use any electric power other than that furnished here under without the written consent of the Company; nor shall the Consumer sell or dispose of any power furnished hereunder, or which may be generated directly or indirectly therefrom.

Fifth: All transformers, distribution and service lines, switches, machinery and Materials up to the point of contract with the exterior of Consumer's Property, and all the Company's metering equipment wherever placed, shall be maintained and owned by the Company, and shall at all times be subject to its inspection, repair or alteration, and removable at its option; and the Consumer shall supply without charge suitable building and accommodations therefor; everything beyond the point of contract, except meters, shall be supplied maintained and operated by the Consumer, and shall be subject at all times to the inspection testing and approval of the Company in so far as the same may in any way effect, the safe, economical and successful operation of the Company: and no change which might affect such operation shall be made without the Company's approval.

The Consumer shall use reasonable diligence to protect the property of the Company, and shall reimburse the Company for injury or damage suffered by its resulting from defects beyond such point of contact, or from the negligence of the Consumer, and shall indemnify the Company against liabilities for injury or damage so suffered by third parties; and the Company shall not be liable for any accident, damage or injury to any person or property

whatsoever arising out of or in any way connected with the service furnished or to be furnished hereunder. The Consumer shall allow the Company free access to the Consumer's premises at all reasonable hours for the purpose of examining, repairing or removing its transformers, meters, switches, machinery, materials or other property.

Sixth: The obligations of the Company are dependent upon its securing and retaining the necessary rights, privileges, franchise, permits, material and apparatus; and the service here under shall also be subject to all laws, rules and regulations under which the Company may from time to time be operating, In the event the Company is delayed in delivering power from any of the above causes, the time fixed for the commencement of the term of this agreement shall be extended for a period to such delay and if the service is interrupted from injunction, strike, riot, invasion, flood, fire, accident, breakdown or from maintenance of repairs of its system or of any part thereof, or from cutting in new consumers or from any cause beyond the Company's control. The Company shall not be liable to the Consumer for such interruptions but shall use the utmost speed in restoring the service, and during such interruptions the Consumer shall have the right to use such other power as may be available.

Seventh: A waiver of one or more defaults shall not be considered a waiver of any other or subsequent defaults.

HUSTON POWER COMPANY

BY _____, PRESIDENT.

CITY OF BONIFAY, FLORIDA by _____ Mayor

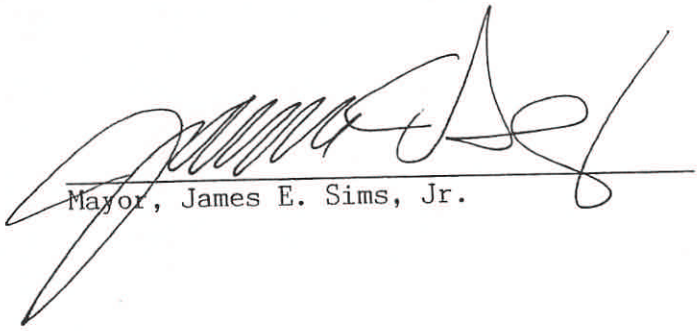
Attest: _____ City Clerk.

Section 2. Be it further ordained that the Mayor of the City is hereby authorized; empowered and directed to execute the foregoing contract in duplicate in the name and on behalf of the City and to affix the corporate seal of the City thereto, and the same is executed by said Huston Power Company, its successors or assigns, in duplicate; said Mayor shall deliver one copy of the executed contract to said Huston Power Company, its successors or assigns, and retain the other copy.

Section 3. The said Huston Power Company, its successors or assigns, shall within ninety (90) days from the approval of this ordinance by the Mayor, file a written acceptance hereof and execute the contract herein contained.

Attest _____ Clerk. Adopted this the day of 192 _____ President City

Council. Approved this day of 192 _____ Mayor.



Mayor, James E. Sims, Jr.

ATTEST:



City Clerk, Shirley Mitchell

Re-adopted this 27 day of July, 1992.