
ORDINANCE # 253

An Ordinance authorizing and directing the execution by the Mayor of a contract between the City of Roanoke and the Alabama Power Co., its successors and assigns, for the entire supply of electric power to the Municipal water works of the City.

BE IT ORDAINED by the City Council of the City of Roanoke, Alabama, 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 the Alabama Power Company, a corporation, its successors and assigns, the terms of which are hereinafter set out and approved in all things by the City Council, towit:

CONTRACT FOR ELECTRIC POWER
"Off - Peak Pumping Service"

Agreement made this 9th day of November, 1933, by and between ALABAMA POWER COMPANY, hereinafter called the Company, and City of Roanoke, Alabama, a municipal corporation, hereinafter called the Consumer:

IN CONSIDERATION OF the mutual agreements hereinafter contained, IT IS AGREED:

FIRST: That during the term of five (5) years from the beginning of service (not later than the 10th day of November, 1933), and thereafter until the expiration of at least six (6) months 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 to the Consumer at or near Consumer's pumping station on Government Street in the City limits of Roanoke in Randolph County, Alabama, fifty (50) kilowatts of electric power in the form of three phase alternating current at approximately sixty cycles periodicity and approximately 2300 volts pressure, for which the Consumer shall pay a charge of seven and one-half (7-1/2) mills per kilowatt hours for the number of kilowatt hours actually consumed each month; provided, however, that the minimum monthly payment under this agreement shall not be less than \$1.50 per month per kilowatt for the first 100 kilowatts, plus \$1.25 per month per kilowatt for all over 100 kilowatts, based on the Consumer's maximum integrated fifteen minute demand during any month of this agreement, and in no case shall the minimum charge be based on a demand less than the capacity required to be maintained hereunder.

SECOND: That the power provided for in this agreement shall be used only for pumping purposes and only during the Company's "off-peak" hours, and no power hereunder shall be used by the Consumer between the hours of 7:00 a.m. and 6:00 p.m., on Mondays, Tuesdays, Wednes-

days, Thursdays, and Fridays, and between the hours of 7:00 a.m. and 12:00 noon on Saturdays, which hours are hereinafter referred to as "peak hours"; the Company shall, however, have the right from time to time, upon ten days notice in writing to the Consumer, to rearrange the "peak hours" as may be deemed necessary or advisable for the satisfactory operation of its system, but in no event shall the "peak hours" exceed sixty hours per calendar week.

Should the Consumer use power hereunder during any of the "peak-hours", except as permitted during the emergency of fire, the Company may notify the Consumer thereof in writing, and upon any subsequent or other failure of the Consumer to keep within the "off-peak" hours, the, and without further notice, the Consumer for and during the then service month, and the eleven succeeding service months, shall pay for and receive power for said pumping service in accordance with the rates, terms, and conditions of the Company's standard primary contract then applicable, and on file with and approved by the Alabama Public Service Commission; provided that the Company has available in its system for sale the capacity mentioned in this agreement, otherwise the Company may discontinue the service herein agreed to be maintained and cancel this agreement. At the expiration of the twelve months' period above mentioned, this agreement not having been cancelled as herein provided, then the Consumer shall be entitled to receive service hereunder at the rate and under the terms of this agreement, and upon subsequent or other failures of the Consumer to keep within the "off-peak" hours as herein provided, the Company may give further notice as above provided, and the consumer shall be subject to the same conditions as hereinabove set out. The Consumer, however, may use power hereunder during the "off-peak" hours, for pumping purposes during the emergency of fire; however, the Consumer shall discontinue the use of power during "peak hours" immediately upon the

termination of such emergency; and the minimum charge herein provided for shall not be based on a demand established during "peak hours" or during "off-peak" hours on account of such emergency, but during such emergency such demand shall not exceed the capacity required to be maintained hereunder by more than Twenty-Five per cent (25%).

The Consumer's maximum demand and the electric energy used by the Consumer shall be measured by meters and instruments installed and owned by the Company, and the Consumer agrees to pay the Company monthly for the same in accordance with the terms and provisions of this agreement. In the event a new and reduced rate for the class of service herein contracted for is made effective and the Consumer is entitled under the terms of this agreement to such class of service, the Consumer agrees to pay for such service delivered during the remainder of the term of this agreement at the new rate. If the rate set forth herein is cancelled and an increased rate is substituted in place thereof and the Consumer is then entitled under the terms of this agreement to said class of service, the Consumer may cancel this agreement, but in case the Consumer does not cancel this agreement within thirty days after receipt of notice of such increase, the Consumer agrees to pay for the service delivered during the remainder of the term of this agreement in accordance with the new rate. In the event the class of service herein contracted for is withdrawn or cancelled by the Alabama Public Service Commission or other authority having jurisdiction over the matter and whenever under the terms of this agreement the Consumer is entitled to said class of service, then this agreement shall terminate.

THIRD: Bills shall be rendered monthly, and if not paid at the Company's office within ten (10) days, the Company may, at any time thereafter, upon five (5) days' written notice, suspend service; and if not paid within a further period of fifteen (15) days the Company

may, at its option, treat this agreement as cancelled and at an end, whereupon all rights of the Consumer hereunder shall cease.

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

FOURTH: If at any time the Consumer desires to increase the capacity required to be maintained, three months' notice thereof shall be given to the Company, which will then make the required increase subject to the rules, regulations and conditions under which the Company may then be operating.

Should the capacity herein required to be maintained exceed the twenty-five per cent, or over, for a period of twelve consecutive months, the Consumer's maximum integrated fifteen minutes load during the same period, the Company may, upon thirty (30) days' written notice, decrease the said capacity by the amount of the over-excess, subject to increase again only as above provided. In the event the Consumer's maximum integrated fifteen minutes load exceeds the capacity then required to be maintained, the Company may so notify the Consumer, and, upon any subsequent excess, without further notice, suspend service until such time as it is satisfied that the Consumer will thereafter keep within said capacity, and the Consumer shall be liable for all damages resulting to the Company by reason of any such excess or excesses. The Company may interrupt the service without notice at any time a momentary over-load shall exceed said capacity by more

than fifty per cent.

FIFTH: The Consumer shall not use any electric power other than that furnished hereunder, 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, without the written consent of the Company.

SIXTH: All transformers for reducing the pressure of delivered voltage to the voltage of Consumer's installation viz: 2500 volts, all transmission lines, switches, machinery and material up to and including the division switch, 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 buildings and accommodations therefor. Everything beyond the division switch shall be supplied, maintained and operated by the Consumer with the view of securing a power factor of as near ninety per cent, as may be deemed satisfactory to the Company, 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 affect the safe, economical and successful operation of the transmission system 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 it resulting from defects beyond the division switch, or from the negligence of the Consumer, and shall indemnify it against liability 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 and entry to the Consumer's properties and premises, and shall, upon request, convey to the Company in fee, or to the fullest extent that the Consumer's interest in such properties and premises may permit, convenient locations and rights of way for such transmission lines and substations as may be required for service to the Consumer and to others who may be most economically served therefrom.

SEVENTH: The obligations of the Company are dependent upon its securing and retaining the necessary rights, privileges, franchises, permits, material and apparatus, and the Company shall not be liable to the Consumer in the event it is delayed in the delivery of power or is prevented from furnishing the service herein provided for by its failure to secure and retain such rights, privileges, franchises, permits, material and apparatus, and the service hereunder shall also be subject to all laws, rules and regulations under which 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 equal to such delay, and if the service is interrupted from injunction, strike, riot, invasion, flood, fire, accident, breakdown or from maintenance or repairs of its system, or any part thereof, or from cutting in new customers, 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 other power as may be available.

The obligations of the Company under the terms of this agreement are further dependent upon and subject to the conditions brought about by war, the necessities of war, or of the United States Government, and the Company assumes no obligations to continue the delivery of any quantity of power when or in the event it is required to supply such

power to the United States Government, or to any person, firm, corporation, business, or industry designated by the United States Government.

In the event the Consumer shall make an assignment for the benefit of the Consumer's creditors, or voluntary or involuntary proceedings in bankruptcy are instituted seeking to adjudge the Consumer a bankrupt, or if the Consumer be adjudged a bankrupt, or if the Consumer's affairs be placed in the hands of any court for administration, or if the Consumer shall fail to comply with the terms hereof, this agreement shall, at the Company's option, terminate and be at an end.

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

NINTH: All previous communications between the parties hereto, whether verbal or written, with reference to the subject matter of this agreement, are hereby abrogated, and no modification hereof shall be binding unless it shall be in writing duly accepted by the Consumer and approved by an officer of the Company. This agreement shall not be assigned by the Consumer without the written consent of the Company.

Approved:

By: ALABAMA POWER COMPANY,
Vice President.

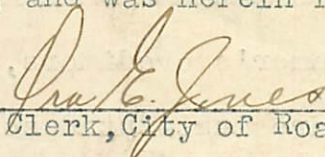
By: ALABAMA POWER COMPANY,
Manager of Power Sales.
CITY OF ROANOKE, ALABAMA.
Consumer.

By: W.H.Mann,
Its Mayor, Official Capacity.

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 in behalf of the City and to affix the corporate seal of the City thereto, and when the same is executed by said Alabama Power Company, its successors or assigns, in duplicate, said Mayor shall deliver one copy of the executed counterpart to said Alabama Power Company, its successors or assigns, and retain the other copy.

Attest: Ora E. Jones, Clerk, City of Roanoke, Ala. W.H.Mann, Mayor,
City of Roanoke, Ala.

I, Ora E. Jones, Clerk of The City of Roanoke, Alabama, hereby certify that the above and foregoing Ordinance No.253 was passed and adopted by the Mayor and City Council of the City of Roanoke, Alabama, on the 9th day of November, 1933, and was herein recorded.


Clerk, City of Roanoke, Ala.