

ORDINANCE NUMBER 262
ELECTRIC POWER CONTRACT
FOR CEMETERY PUMPING PLANT
LAS ANIMAS, COLORADO

AN ORDINANCE authorizing the City of Las Animas, Bent County, Colorado, and the proper officials thereof, to enter into a contract with the Western Public Service Company for the purchase of electric power by the City of Las Animas for operating pumps for supplying water for the Las Animas Cemetery.

BE IT ORDAINED by the Mayor and the Council of the City of Las Animas, Bent County, Colorado as follows:

SECTION 1.

That the proper officials of the said City of Las Animas, Bent County, Colorado, be and they hereby are authorized and directed to enter into a contract with the Western Public Service Company for the purchase of electric power by the City of Las Animas for operating pumps for supplying water for the Las Animas Cemetery for a period of ten (10) years, which contract shall be in the following form:

CONTRACT

This contract made and entered into this 5th day of March, 1928, by and between the Western Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereinafter called the Company, and the City of Las Animas, Bent County, Colorado, hereinafter called the City.

WITNESSETH:

That Whereas the said Company owns and operates an electric distributing system and furnishes and supplies electric service within and adjacent to the City of Las Animas, Colorado and

Whereas the City proposes to install and operate a pump station at or near the Las Animas cemetery and

Whereas the City desires to purchase electric power for operating the said pump station and

Whereas the Company is willing to undertake to extend its lines from the City Limits to the Cemetery and to supply sufficient power for the operation of the pumping station.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein after contained, it is agreed by and between the parties hereto as follows, to-wit:

(1) The City agrees to purchase, pay for and receive from the Company electric energy transmitted to it in an amount sufficient to meet, during the life of this contract, all of the needs of the said City for all of the power to be used to operate the said pump station,

(2) The electric energy purchased by the City shall be delivered by the Company to the City at its pump station at approximately 220 volts, 3 phase, 60 cycles.

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(3) The Company shall use all diligence in providing a regular and uninterrupted supply of electric service but the City hereby agrees to indemnify and save harmless the Company from any liability for, or on account of, its failure or for any interruption or defect in its supply which may be caused through the act of God or the public enemy or State, municipal or other public authority or caused by any accident, strikes, fuel shortages or any other cause beyond the reasonable control of the Company.

(4) The Company, during the life of this contract, shall, at its own expense, install maintain and undertake to keep in operation and good working order suitable meter or meters for the purpose of recording the electric energy supplied under this contract. For the electric energy furnished by the Company to the City under this contract the City agrees to pay the Company monthly at the following rates:

SERVICE CHARGE - For and in consideration of the construction, maintenance and operation of an electric line by the Company from the City Limits to the Cemetery the City hereby agrees to pay the Company a service charge of \$30.00 per month.

ENERGY CHARGE- For the energy consumed the City agrees to pay the Company under its standard retail rates as now filed with the Public Utilities Commission of the State of Colorado as follows:

First	200 KWH monthly consumption	7¢	per KWH
Next	200 " " " "	6¢	" "
Next	600 " " " "	5¢	" "
Next	1000 " " " "	4½¢	" "
Next	1000 " " " "	4¢	" "
Next	2000 " " " "	3½¢	" "
All over	5000 " " " "	3¢	" "

Penalty- Subject to added penalty of ½¢ per KWH if bills are not paid on or before the 10th of the month following that in which service is rendered.

In consideration of the Service Charge guaranteed by the City, the Company agrees to credit the City each month an amount equal to one-half of the amount received from the sale of energy to the City or to other consumers which may now or hereafter be supplied from the line constructed under this agreement, provided, however, that such credit shall at no time exceed the amount of the service charge as defined in Rate Section A, and provided further, that no credits shall be given for or on account of energy supplied to consumers which may be furnished from any line or lines extended from or beyond the line constructed under this agreement.

(5) It is agreed and understood that the rates, terms and conditions specified in this contract shall be subject to such changes from time to time as may be required or ordered by the Public Utilities Commission of the State of Colorado.

(6) This contract shall take effect and be in force on and after the day of its execution by both parties hereto and shall continue in force for a period of ten (10) years from that date.

(7) Whenever this contract mentions the Company it is understood that the same shall be taken to be the said Western Public Service Company, its successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers the day and year first above written.

Attest:
By--Marjorie Merritt-----

WESTERN PUBLIC SERVICE COMPANY
By--S. E. MacFadden-----
Manager.

