CITY OF BILOXI
AGENDA ITEM
FACT SHEET

Item No.: 5

Council Meeting Date: 07/21/15

ITEM TITLE: RESOLUTION

INTRODUCED BY: MAYOR ANDREW “FO FO” GILICH

CONTACT PERSON/TELEPHONE: CAO David Nichols ext. 6314
	Director Dan Gaillet ext. 6271

SUMMARY EXPLANATION: Resolution authorized to accept, enter into and execute Agreement For The Purchase Of Power with Coast Electric Power Association (CEPA) for running the necessary power supply to lift station sites inside the Holly Bluff & Cedar Lake Area Sewer, City of Biloxi Project No. 943, SRF-C280756-07. Resolution X Ordinance ____ Public Hearing Routine Agenda

Exhibits for Review

Contract X Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Letter of Recommendation, Exhibit “A”

Submittal Authorization: Council President ____ Mayor X

STAFF RECOMMENDATION:

Staff Recommends Approval

COUNCIL ACTION: Motion By: ________________ Second By: ________________

Vote: Councillmber Yes No Other Councillmber Yes No Other

Lawrence _____ _____ _____ Tisdale _____ _____ _____
Gines _____ _____ _____ Glavan _____ _____ _____
Newman _____ _____ _____ Fayard _____ _____ _____
Deming _____ _____ _____

ACTION TAKEN:

tt/072115CCP
RESOLUTION NO.

WHEREAS, it is in the City of Biloxi’s best interest to enter into the attached Agreement For The Purchase Of Power with Coast Electric Power Association (CEPA) for running the necessary power supply to lift station sites inside the Holly Bluff & Cedar Lake Area Sewer, City of Biloxi Project No. 943, SRF-C280756-07; and

WHEREAS, the construction cost associated with the work is estimated at $18,620.00; and

WHEREAS, funds for said work are available in Account Number 40653-6649.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor and/or Municipal Clerk be and are hereby authorized to accept, enter into and execute Agreement For The Purchase Of Power with Coast Electric Power Association (CEPA), attached hereto as Exhibit “A”, for running the necessary power supply to lift station sites inside the Holly Bluff & Cedar Lake Area Sewer, City of Biloxi Project No. 943, SRF-C280756-07.
MEMORANDUM

TO: DAVID NICHOLS  
CAO  

FROM: DAN GAILLET, P.E.  
PUBLIC WORKS DIRECTOR  
CHRISTY LEBATARD, P.E.  
ACTING CITY ENGINEER  

RE: HOLLY BLUFF & CEDAR LAKE AREA SEWER  
CITY PROJECT NO. 943, SRF-C280756-07  

DATE: JULY 13, 2015  

Attached and submitted for approval is an agreement for the Purchase of Power to be entered into with Coast Electric Power Association (CEPA) for running the necessary power supply to lift station sites inside the above referenced project area.

The construction cost associated with the work is estimated at $18,620.00. Funds for said work are available in Account Number 40653-6649. An invoice submitted by CEPA to the City for said work is also attached. Please make payment in order for Public Works to direct CEPA to start the work needed to run the necessary power supply.

Please have this Agreement placed on a City Council agenda. If you need any further information, please do not hesitate to call.

DG/CL/eo  

Attachments  

cc: Mayor Gillich  
Toby Trahan, Contracts  
File  

780 Esters Blvd.,  
P. O. Box 429  
Biloxi, MS 39533  
228-435-6271  
Fax: 228-435-6179  

Visit online at  
biloxi.ms.us
AGREEMENT FOR THE PURCHASE OF POWER

This Agreement made and entered into on this the 13th day of May, 2015 by and between the COAST ELECTRIC POWER ASSOCIATION, a Corporation organized and existing under and by virtue of the laws of the State of Mississippi, and whose home address is Kiln, Mississippi (hereinafter referred to as the "Association") and the City of Biloxi – Attention Mr. Ed Ott, W.O.# 150661

(hereinafter referred to as the "Consumer"). Provides for the following:

1. The Association will construct approximately 16 miles of electric distribution line to serve the Consumer's premises located in Harrison County identified by the Association as being an extension from the Association's pole no. N/A to proposed pole, N/A more particularly described as Upgrading existing service to provide three phase underground power to two (2) locations within Holly Bluff Subdivision.

2. Electric Energy to be delivered shall be of the type commonly known as alternating current, three (3) phase, and approximately 60 cycles with voltage of approximately 240 volts, and of a capacity not to exceed 15 K.W.

3. For all current consumed the Association shall bill the Consumer on its regular established rates, a copy of which is on file at the office of the Association, or such other superseding rate schedule as may become effective.

4. Notwithstanding any provisions of the said rate schedule, the Consumer agrees to make a minimum monthly payment of $ N/A. plus all applicable taxes to the Association for a period of N/A months from date service is first made available.

5. In the event the Consumer does not occupy the premises for the full period of N/A months, it is hereby stated and understood that such absence will in no way relieve or release his obligation to the Association to continue monthly payments, even though the Consumer does not use electric energy made available by the Association.

6. The Consumer agrees to make application to the Association for Membership, and abide by such rules and regulations as apply to Members of the Association.

7. Upon application Consumer shall pay to the Association the sum of $ 18,629.00 which amount shall be construed as payment for the following:

   A. $ ___________ Membership Fee
   B. $ ___________ Service Charge plus applicable tax
   C. $ 18,629.00 Non-Refundable Aid to Construction
   D. $ ___________ Advance Payment to be applied at the rate of $ ___________ per month to the member's account, beginning with the first monthly billing. The last sum of $ ___________ shall have been applied for energy consumed or in payment of the stipulated minimum.
   E. $ ___________ Advance Payment in the amount of $ ___________ will be retained by the Association until such time as the member has paid the stipulated minimum for a period of N/A months. At the end of the N/A months the member's account will be credited with the Advance Payment at the rate of $ ___________ per month. At the close of the N/A month, the full amount of $ ___________ shall be applied for energy consumed or in payment of the stipulated minimum.
   F. $ ___________ Other:

8. The Association shall use reasonable diligence to provide a constant uninterrupted supply of electric power and energy, but if such shall fail or be interrupted, or become defective through act of God, or the public enemy, or by strike, labor troubles, or by action of the elements, or inability to secure rights-of-way or other permits, or for any other cause beyond the reasonable control of the Association, then the Association shall not be liable therefor.

9. The Association reserves the right to make additions to or extensions from this or any connecting lines which are constructed or to be constructed to additional Consumers from this or connected locations, and such service and additions shall in no way affect the terms of this contract. It is agreed and understood that Consumer has no right, title or interest whatever in the lines, poles or attachments.

   HOWEVER,

If and whenever the Association desires to discontinue the minimum charge temporarily or otherwise, the Association may do so at any time, but notice of the discontinuance of the minimum rate shall be sent to the Consumer thirty days prior to the discontinuance or the re-establishment of said minimum rate.

10. The electric energy supplied under this agreement is supplied upon the express condition, that after it passes the point of delivery, it becomes the property of the Consumer and the Association shall not be liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use, or misuse or presence of said electric energy on the Consumer's premises, or elsewhere after it passes the point of delivery to the Consumer. The Consumer agrees to keep its lights, apparatus, appliances and other equipment in a safe condition at all times.

11. This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

12. In the event of a breach of this agreement by member, or failure to pay for the service herein provided, then all payment made by member pursuant to this agreement shall be forfeited to Association as liquidated damages for breach of contract, and the Association is authorized to enter upon the premises of member and to remove therefrom all its wires, poles, equipment and appurtenances.

IN WITNESS WHEREOF, the above terms and conditions being mutually agreed upon, the parties hereto have caused this agreement to be properly executed by them, or their legal and/or authorized representative, and all such parties as may be concerned, all as of the date and year first written.

COAST ELECTRIC POWER ASSOCIATION

__________________________  __________________________
Member                        President and CEO
By: ________________________  By: _______________________
Title: ______________________  Title: ________________
## Invoice

**COAST ELECTRIC POWER ASSN**  
18020 HWY 603  
PO BOX 1028  
KILN, MS 39556

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<th>DATE</th>
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### BILL TO

CITY OF BILOXI  
ATTN: ED OTT  
PO BOX 429  
BILOXI, MS  
39533

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### QUANTITY | DESCRIPTION |
|-------------|-------------|
| 1.00        | Upgrading existing service to provide 3 phase UNG power to 2 liftstations within Holly Bluff Subdivision. W/O 150663 Tax ID 64-6000153  
             | PLEASE INCLUDE THE INVOICE NUMBER ON YOUR PAYMENT. |

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