

1 **BILL NO. S-26-04-30**

2 SPECIAL ORDINANCE NO. S-46-26

3 **AN ORDINANCE** approving CONTRIBUTION-IN-AID-  
4 OF-CONSTRUCTION AGREEMENT – W.O. #77327 -  
5 (\$208,447.42) – between INDIANA MICHIGAN POWER  
6 COMPANY and the City of Fort Wayne, Indiana, by and  
through its Board of Public Works.

7 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
8 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

9 **SECTION 1.** That the CONTRIBUTION-IN-AID-OF-  
10 CONSTRUCTION AGREEMENT – W.O. #77327 - between INDIANA MICHIGAN  
11 POWER COMPANY and the City of Fort Wayne, Indiana, by and through its Board  
12 of Public Works, is hereby ratified, and affirmed and approved in all respects,  
13 respectfully for:  
14

15 All labor, insurance, material, equipment, tools, power, transportation,  
16 miscellaneous equipment, etc., necessary for CONSTRUCTION OF  
17 IMPROVEMENTS TO I&M OWNED INFRASTRUCTURE TO  
EXTEND NECESSARY 3-PHASE POWER TO PUMPING  
18 FACILITY;

19 involving a total cost of TWO HUNDRED EIGHT THOUSAND FOUR HUNDRED  
20 FORTY-SEVEN and 42/100 DOLLARS - (\$208,447.42P). A copy of said Contract  
21 is on file with the Office of the City Clerk and made available for public inspection,  
according to law.

22 **SECTION 2.** That this Ordinance shall be in full force and effect from  
23 and after its passage and any and all necessary approval by the Mayor.

24 

25 Council Member

26 APPROVED AS TO FORM AND LEGALITY

27   
28 Malak Heiny, City Attorney  
29  
30

# Indiana Michigan Power Company - IN

## Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service

Contract #: DWMS00000640991      Work Request # 89229451  
 Customer Name: CITY OF FORT WAYNE  
 Service Address 9822 E PAULDING RD  
 FORT WAYNE, IN

Date: 12/8/2025  
 Tariff: GS-Sec

**Project Description:** The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: New 3phase OH line to service lift station.

Indiana Michigan Power Company - IN (hereinafter referred to as "Company") agrees to install, own and maintain facilities as designed to provide electric service as outlined above. This includes all poles, equipment, wire and trenching from existing Company facilities to the Customer's meter socket.

Customer agrees to provide all necessary easements; ensure that the site is to grade as defined on this agreement; provide all necessary property pins and Right-of-Way staking as required by Company; locate and identify any/all privately owned and installed utilities prior to installation of Company facilities; and provide Company approved meter socket(s) installed to Company specifications.

1. Customer Revenue Credit - Customer hereby agrees that the following electrical load and/or housing units will be installed A) within three (3) months from completion of extension unless stated otherwise in the comments above; or B) within six (6) years from completion of extension if customer is developing a subdivision or manufactured housing park.

RESIDENTIAL				
NUMBER OF SUBDIVISION LOTS 0				
NUMBER OF LOTS USED TO DETERMINE REVENUE 0.00				
House Size	Base Load	Geothermal & ASHP (# units)	Resistance & ETS (# units)	AOHP (# units)
0				
0				
0				
COMMERCIAL / INDUSTRIAL				
Demand kW	Monthly kWh	Load Factor %		

Customer agrees to pay to the Company the potentially refundable amount of \$208,447.42, which is the difference between the Company's cost of installing the necessary facilities and the estimated revenue credit. In addition, the customer agrees to pay a non-refundable amount of \$0.00, for any work requested that exceeds what is required to provide adequate service.

**Total amount due including both the refundable and the non-refundable amount is \$208,447.42**

Payment shall be made prior to the start of Company's construction of facilities.

2. Recalculated Revenue - If the customer has not installed or contracted for the installation of the electric equipment as stated in paragraph #1, then the Company shall recalculate the estimated revenue. If the recalculated revenue is less than the Company's cost of facilities, then the customer shall, within thirty (30) days of receiving an invoice from the Company, pay to Company as aid to construction, the difference between the estimated revenue and the Company's cost of the facilities. The fact that the customer may no longer be associated with or have a property interest in the project served under this agreement does not release the customer from this obligation.

3. Customer Refund - If the customer made an aid to construction payment, then the customer shall, after the number of services used in the original revenue calculation has been installed, receive a refund for any additional permanent customers utilizing the same line extension within six (6) years from completion of the extension. Refunds will be made for each additional permanent customer equal to 2-1/2 times the estimated annual revenue, less the estimated cost of service drop or laterals and metering equipment required to serve the new permanent customer(s). The total of all refunds or allowances shall not exceed the total payment made by the customer. Refunds will be made once customer has notified the Company of any new customers that are added to this extension.

4. Underground Service

a. The customer shall provide, at no cost to the company, the necessary right of way for the underground electric service and shall make the right of way accessible to the company's equipment. The owner shall remove all obstacles, grade the right of way to within 4" of finished grade, and provide continuing access to the Company for expansion, operation, and maintenance of all electric service facilities. Seeding and restoration or replacement of all trees, shrubs, and landscaping, shall be the responsibility of the customer.

b. The Company may provide the necessary excavation, trenching and backfill and shall install the electrical conductors and related facilities. The customer may elect to do all trenching and backfill in order to reduce company charges for installing underground service. All trenching and backfill must be done in accordance with

Company specifications.

c. Where abnormal site or soil conditions are found to exist after Contribution-In-Aid-Of Construction Agreement For Electric Distribution Service has been accepted, the customer shall pay those charges resulting from the abnormal conditions which are in excess of the original customer payment.

d. The customer hereby agrees to install an approved electric service entrance of sufficient capacity for present requirements of the building to be erected on the property. Service shall normally terminate on the building exterior at a location suitable to the Company. Service entrance capacity shall be as indicated on the Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service.

e. The customer shall coordinate the installation of underground electric facilities with other utilities and services to permit efficient completion of Company's work, unimpeded access to the installation site, and installation of underground facilities at proper depth to avoid accidental dig-ins or other installation problems.

f. Customer understands that in order for Company to perform the above described work, Company (and/or its contractor) may be required to excavate, dig, bore or bring large, heavy equipment onto the property. This presents a danger to hidden underground structures/facilities. It is the customer's responsibility to locate and/or expose all privately owned structures/facilities located within the proposed work area. The Company (and/or its contractor) will not assume responsibility for damage to water lines, drain tiles, septic systems, etc., that have not been properly identified and/or exposed by the customer.

Customer understands that all facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers.

Other utilities may have lines and/or equipment that utilize Company's pole or other facilities. Company is not responsible for the installation, relocation or removal of lines and/or equipment owned by other utilities at this location. Each utility is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged by other utilities are the responsibility of the customer, not the Company. The customer is responsible for contacting the other utilities and making arrangements with them for any work that must be done to facilitate this contract.

Nothing herein contained shall be construed as a waiver or relinquishment by Company or any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder or for any reason or cause stated in the Company's Tariff.

It is agreed and understood that, if Customer alters the terms of this Agreement, it may be voided at the discretion of the Company.

It is further understood and agreed that should circumstances, on the part of either the Company or the customer, delay rendering service beyond 90 days after this Agreement is signed, the terms of this agreement may be renegotiated at the request of either party.

The quoted price and terms set forth in this Contribution-In-Aid-Of-Construction Agreement For Electric Distribution may be withdrawn if not accepted before 01/07/2026

Terms of this agreement begin upon Company's completion of the line extension

Binding Authority - The individual executing this Agreement hereby warrants to the Company that he or she has full authority to do so and has authority to bind the customer.

Customer agrees to accept above described terms and conditions and further agrees that the Company shall not be liable for any claim of loss, injury, or damage, caused by the installation of service to the customer or for work on behalf of customer under this Agreement except that which results from the negligence of the Company.

CUSTOMER USE:  
Date: See signature page attached below.  
Customer Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

COMPANY USE:  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Accepted By: \_\_\_\_\_  
Title: \_\_\_\_\_

Please send signed agreement to:  
American Electric Power  
I&M CIAC  
PO Box 371883  
Pittsburgh, PA 15250-7883

Company No: 170

Bill To:  
CITY OF FORT WAYNE

Contract No: DWMS00000640991

Date: 12/8/2025

## PRO FORMA

Invoice No:  
Customer No:  
Work Request #: 89229451

Description	Quantity	UOM	Init Amt	Net Amount
New 3phase OH line to service lift station.	1.0	EA	208,447.42	208,447.42

Amount Due: 208,447.42

**Agreement instructions:**

**Step 1:** A signed agreement is required regardless of how payment will be made. Email your signed agreement to your AEP Representative.

**Step 2:** Once the agreement has been processed, your AEP Representative will provide you with an invoice (**this may take 3-5 business days**).

**Step 3:** Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.

**APPROVALS**

**APPROVED FOR CITY  
BOARD OF PUBLIC WORKS**

BY: \_\_\_\_\_  
Shan Gunawardena, Chair

BY: \_\_\_\_\_  
Kumar Menon, Member

BY: \_\_\_\_\_  
Chris Guerrero, Member

ATTEST: \_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

DATE: \_\_\_\_\_

# Interoffice Memo

Date: April 22, 2026  
To: Common Council Members  
From: Eric Ruppert, City Utilities Engineering  
RE: Indiana Michigan Power Company – Contribution in Aid of Construction Agreement  
W.O. # 77327

*Eric Ruppert*  
4/23/2026

Council District #

Indiana Michigan Power Company (I&M) is the electric utility provider for City Utilities (CU) facilities. Construction of improvements to I&M owned infrastructure is being completed to extend necessary 3-phase power to this pumping facility. Improvements to I&M infrastructure are included as part of the overall Paulding Road Lift Station project (WO #77327) and are included in the project plan and budget.

Implications of not being approved: Power supply is a necessary component of pumping facilities operation. If not approved, the lift station cannot be operated as necessary to function as designed and intended.

If Prior Approval is being Requested, Justify: N/A

Indiana Michigan Power Company is the sole electric provider at this location. I&M has been working closely with the project team to coordinate and finalize implementation of these necessary upgrades. The project cost is \$208,447.42.

The cost of said project funded by Sewer Utility.

Council Introduction Date: April 28, 2026

CC: Matthew Wirtz  
Jill Helfrich  
File

**BILL NO. S-26-04-30**

**REPORT OF COMMITTEE ON CITY UTILITIES**

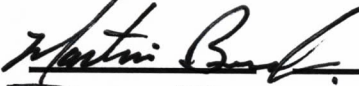
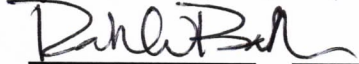




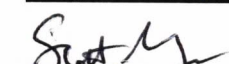
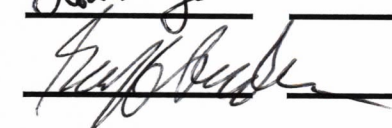
**May 5, 2026**

**Russ Jehl Chair  
Thomas Freistroffer Co-Chair  
All Council Members**

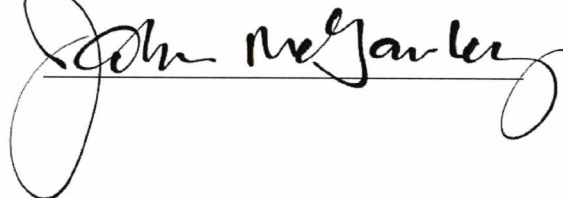
An Ordinance approving Contribution-In-Aid-Of-Construction Agreement – W.O. #77327 – between Indiana Michigan Power Company and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$208,447.42*

**COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>BENDER</u>			
<u>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**JOHN D. MCGAULEY  
CITY CLERK**



Public Hearing Date: N/A

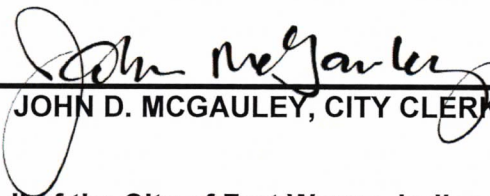
Read the first time in full and on motion by Councilperson Jehl.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilperson Jehl, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MYERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

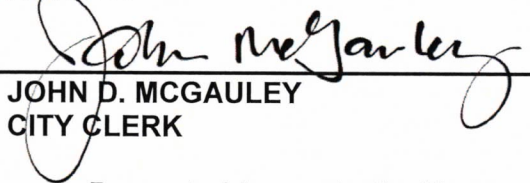
DATED: May 12, 2026

  
 \_\_\_\_\_  
 JOHN D. MCGAULEY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-26-04-30 on the 12th day of May, 2026

ATTEST:

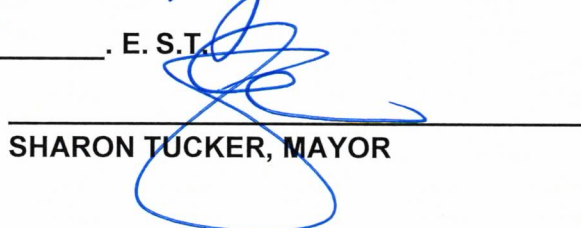
  
 \_\_\_\_\_  
 JOHN D. MCGAULEY  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th of May 2026, at the hour of 9:00 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 JOHN D. MCGAULEY, CITY CLERK

Approved and signed by me this 13th day of May 2026, at the hour of 12:10 o'clock p.m. E. S.T.

  
 \_\_\_\_\_  
 SHARON TUCKER, MAYOR

Fort Wayne Indiana  
 Office of the City Clerk  
 MAY 13 2026  
 RECEIVED