

TITLE 18
UTILITIES

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Chapter 18.02

INDIANA UTILITY REGULATORY COMMISSION

Sections:

18.02.010 Removal from IURC jurisdiction

18.02.010 Removal from IURC jurisdiction. The Town of Gentryville and the Gentryville Water Utility Board, Spencer County, Indiana, wish to be removed from the jurisdiction of the Indiana Regulator Commission.

As of, final signature, of this ordinance Gentryville municipality and utility will no longer need subject of approval for issuance of stocks, bonds, and notes, or other evidence of indebtedness or for the approval of rates and charges. (Ord. 3-94, Aug. 17, 1994)

Chapter 18.06

WATER RULES AND REGULATIONS

Sections:

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18.06.010 Application for water service. Property owner or his agent, hereinafter called customer, must make written application for water service at the office of the municipality, and said application including service received thereunder is unassignable by the customer. (See Chapter 18.07 for Water User's Agreement) (Ord. 1967-3, S1, Feb. 13, 1967)

18.06.020 Connections made under the supervision of waterworks personnel. All taps and connections to the mains of the municipality shall be made by

and/or under the direction and supervision of waterworks personnel. (Ord. 1967-3, S2, Feb. 13, 1967)

18.06.025 Tap-in fee. The charge for tap in fee shall be \$350.00 (Three hundred fifty dollars). (Ord. 1980-2, June 9, 1980)

18.06.030 Town's line maintenance/Customer's line maintenance. The municipality shall install and maintain at its expense that portion of the service from the main to the lot or easement line, including the necessary tap, fittings, and shut-off valve; and the customer shall install and maintain at its expense that portion of the service from said lot or easement line to his premises, including a stop and waste cock at the end of the house side of his service. The minimum earth cover of the customer's service shall be five (5) feet. The company shall determine the size and kind of service to be installed. (Ord. 1967-3, S3, Feb. 13, 1967)

18.06.040 Discontinuance of service. Application may be cancelled and/or water service discontinued by the municipality for any violation of any rule, regulation or condition of service, and especially for any of the following reasons:

- (1) Misrepresentation in the application as to the property or fixtures to be supplied or use to be made of water.
- (2) Failure to report to the municipality addition to the property or fixtures to the supplies or additional use to be made of water.
- (3) Resale or giving away of water.
- (4) Waste or misuse of water due to improper or imperfect service pipes, and/or fixtures, or failure to keep same in suitable state of repair.
- (5) Tampering with meter, meter seal, service, or valves, or permitting such tampering by others.
- (6) Connection, cross-connection, or permitting same, of any separate water supply to premises which receive water from the municipality.
- (7) Non-payment of bills. (Ord. 1967-3, S4, Feb. 13, 1967)

18.06.050 Notice of discontinuance. Any customer desiring to discontinue the water service to his premises for any reason must give notice of discontinuance in writing at the business office of the waterworks system; otherwise, the customer shall remain liable for all water used and service rendered by the municipality until said notice is received by the municipality. (Ord. 1967-3, S5, Feb. 13, 1967)

18.06.060 Bills and notices. Bills and notices relating to the conduct of the business of the municipality will be mailed to the customer at the address listed on the application, unless a change of address has been filed in writing at the business office of the municipality; and the municipality shall not otherwise be responsible for delivery of any bill or notice, nor will the customer be excused from non-payment of a bill or from any performance required in said notice. Where the name of a User is changed, in response to a change of residence, a fee of Three Dollars (\$3.00) shall be charged for re-adjusting the service and mailing address. (Ord. 1995-1, Aug. 16, 1995) (Ord. 1967-3, S6, Feb. 13, 1967)

18.06.070 Bills due/Delinquent bills/Meters read.

- (1) Non-payment from the due date will be subject to a penalty of ten percent (10%) of that part of the delinquent account which does not exceed three dollars (\$3.00), plus three percent (3%) of any delinquent amount in excess of three dollars (\$3.00). (Ord. 1995-1, S(A), Aug. 16, 1995)
- (2) Non-payment within thirty (30) days from due date will result in the water being shut off from the User's property. Disconnect letters, Five Dollars (\$5.00) will be mailed on a sliding scale. If delinquent bill is equal or greater than the water deposit, a notice of disconnect will be mailed. (Ord. 1995-1, S1(B), Aug. 16, 1995)
- (3) Meters will be read monthly between the 15th and the 25th day of each month. (Ord. 1967-3, S7, Feb. 13, 1967)

18.06.080 Reconnection fee. In the event it becomes necessary for the Town to shut off the water from a residence, a fee of Twenty-five Dollars (\$25.00) shall be charged for a reconnection of the service.

In the event a User is delinquent in payment of the water bill and the board shuts off the water two (2) times or more, in addition to the reconnection fee of Twenty-five Dollars (\$25.00), the Board shall charge an additional water deposit of \$150.00 prior to reconnection water service. (Ord. 1995-1, S(C), S(D), Aug. 16, 1995) (Ord. 1967-3, S8, Feb. 13, 1967)

18.06.090 Deposit. In addition to any connection fee established by the Town, the User agrees to pay a meter deposit in the amount of (a) \$50.00 if the User is the owner of the property or (b) \$75.00 if the User is the tenant of the property. (A letter of credit from a current utility will be accepted in due of deposit, however if this account becomes delinquent a deposit will become necessary). The deposit shall be held and applied by the Town to the payment of the account of the user, should service to the User be terminated either voluntarily by the user or involuntarily by the Town. Should the account be fully paid at the time of termination of service to the User, the deposit shall be refunded by Town within a reasonable time thereafter. (Ord. 1995-1, Aug. 16, 1995)

18.06.100 Meter installation and maintenance. All meters shall be installed, maintained and renewed by and at the expense of the municipality, and the municipality reserves the right to determine the size and type of meter used. (Ord. 1967-3, S10, Feb. 13, 1967)

18.06.110 Meter testing. Upon the written request of any customer, the meter serving said customer shall be tested by the municipality. Such test will be made without charge to the customer if the meter has not been tested within twelve (12) months preceding the requested test; otherwise, a charge of Ten dollars (\$10.00) will be made and then only if the test indicates meter accuracy within the limits of 2 percent. (Ord. 1967-3, S11, Feb. 13, 1967)

18.06.120 Inoperable meter. Where a meter has ceased to register, or meter reading could not be obtained, the quantity of water consumed for billing purpose will be based upon an average of the prior six (6) months consumption, and the conditions of water service prevailing during the period in which the meter failed to register. (Ord. 1967-3, S12, Feb. 13, 1967)

18.06.130 Water for building or construction. Water for building or construction purposes will be furnished by meter measurement, only after suitable deposit has been made, the minimum deposit being Ten dollars (\$10.00); and the amount to be determined by the municipality, depending upon the size of the construction work contemplated; and all water for building or construction purposes, as set forth in the permit, must pass through one and the same meter.

Water so supplied shall be discharged through a hose or pipe directly upon material to be wet, or into a barrel or other container, and in no case upon the ground or into or through a ditch or trench and all use of water by other than applicant or use of water for any purpose or upon any premises not so stated or described in the application must be prevented by the applicant, or water service may be discontinued without notice. (Ord. 1967-3, S13, Feb. 13, 1967)

18.06.140 Interruption of service. The municipality shall make all reasonable efforts to eliminate interruption of service, and when such interruptions occur will endeavor to re-establish service with the shortest possible delay. Whenever the service is interrupted for the purpose of working on the distribution system or the station equipment, all consumers affected by such interruption will be notified in advance whenever it is possible to do so. (Ord. 1967-3, S14, Feb. 13, 1967)

18.06.150 Damages due to water line breaks. The municipality shall in no event be held responsible for claim made against it by reason of the breaking of any mains or service pipe, or by reason of any other interruption of the supply of water caused by the breaking of machinery or stoppage for necessary repairs; and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service which in the opinion of the municipality may be deemed necessary. (Ord. 1967-3, S15, Feb. 13, 1967)

18.06.160 Check valve. Customers having boilers and/or pressure vessels receiving a supply of water from the municipality must have a check valve on the water supply line and a vacuum valve on the steamline to prevent collapse in case the water supply from the municipality is discontinued or interrupted for any reason, with or without notice. (Ord. 1967-3, S16, Feb. 13, 1967)

18.06.170 Inspection. The premises receiving a supply of water and all service lines, meter and fixtures, including any and all fixtures within the said premises shall at all reasonable hours be subject to inspection by duly authorized employees of the municipality. (Ord. 1967-3, S17, Feb. 13, 1967)

18.06.180 Water for public purposes/fire extinguishment. Special terms and conditions may be made where water is used by the municipality or community for public purposes such as fire extinguishment, public parks, etc. (Ord. 1967-3, S18, Feb. 13, 1967)

18.06.190 Accessible meter. Piping on the premises of a customer must be so installed that connections are conveniently located with respect to the municipal lines and mains. The customer shall provide a place of metering which is unobstructed and accessible at all times. The customer shall furnish and maintain a cut-off valve on his side of the meter and the municipality will provide a like valve on its side of the meter. (Ord. 1967-3, S19, Feb. 13, 1967)

18.06.200 Customer's service line installation and maintenance. The customer's service line shall be installed and maintained by the customer at his own expense in a safe and efficient manner and in accordance with the municipal rules and regulations and with the regulations of the Indiana State Board of Health. (Ord. 1967-3, S20, Feb. 13, 1967)

18.06.210 Damage due to negligent customer. If any loss or damage to the property of the municipality or any accident or injury to persons or property is caused by or results from the negligent or wrongful act of the customer, member of his household, his agent or employee, the cost of the necessary repairs or replacements shall be paid by the customer to the municipality and any liability otherwise resulting shall be that of the customer. (Ord. 1967-3, S21, Feb. 13, 1967)

18.06.220 Use of water/Not for resale. Water furnished by the municipality may be used for domestic consumption by the customer, members of his household, and employees only. The customer shall not sell or give the water to any other person. (Ord. 1967-3, S22, Feb. 13, 1967)

18.06.230 Easements. Each customer shall grant or convey, or shall cause to be granted or conveyed to the municipality a permanent easement and right-of-way across any property owned or controlled by the customer wherever said easement or right-of-way is necessary for the municipal water facilities and lines, so as to be able to furnish service to the customer. (Ord. 1967-3, S23, Feb. 13, 1967)

18.06.240 Extensions of water lines. The municipality will construct extensions to its water lines to points within its service area but the municipality shall not be required to make such installations unless the customer pays to the municipality the entire cost of the installation.

All line extensions shall be evidenced by a contract signed by the municipality and the person advancing funds for said extension, but each contract shall be null and void unless approved by the Farmers Home Administration and other governing bodies.

If refund of the advance is to be made the following method shall apply: 20 percent of the total gross revenue of water sales per year for each service connected to the new extension described in the agreement, for a period not to exceed five years, provided that the aggregate payments do not exceed the total amount deposited.

No refund shall be made from any revenue received from any lines loading up to or beyond the particular line extension covered by contract.

All decisions in connection with the manner of installation of any extension and maintenance thereof shall remain in the exclusive control of the municipality and such extension shall be the property of the municipality and no other person shall have any right, title or interest therein. (Ord. 1967-3, S24, Feb. 13, 1967)

18.06.250 Refusal of service. The municipality may refuse service to persons, not presently a customer, when in the opinion of the municipality the capacity of the facilities will not permit such service. (Ord. 1967-3, S25, Feb. 13, 1967)

18.06.260 Rules can be amended. These rules may be changed or amended, but so long as the municipality is indebted to the Farmers Home Administration, only with the prior approval of such administration. (Ord. 1967-3, S26, Feb. 13, 1967)

18.06.270 Complaints. Complaints may be made to the operator of the system and may be appealed to the Board of Trustees of the Town within ten (10) days. (Ord. 1967-3, S27, Feb. 13, 1967)

Chapter 18.07

WATER USER'S AGREEMENT

Sections:

18.07.010 Agreement

18.07.010 Agreement. This agreement, between the Town of Gentryville, Indiana, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the Supplier and _____, a customer of the Town, hereinafter called the User:

WHEREAS, the User desires to purchase water from the Supplier, and to enter into a water user's agreement as required by the ordinances of the Supplier.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The Supplier shall furnish, subject to limitations hereinafter provided for, such quality of water for domestic or farmstead purposes as the User may desire in connection with his occupancy of the following described property: (Example: Lot 19 Original Town or W1/2SW1/423-6-5W)

The User shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The nearest place of desired use by the User, provided the supplier has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User agrees to pay for water at such rates, time, and place as shall be determined by the Supplier, and agrees to the penalties, for noncompliance with the above as set out in the current Rate and Use Ordinances.

There is a minimum charge for both water and sewer. The water minimum is based on the first 3000 gallons regardless if the customer uses that amount. The sewer has a base rate that is due even when no water is discharged through the system. The Indiana State Board of Accounts approves these minimum charges.

In addition to any connection fee established by the Supplier, the User agrees to pay a water and/or sewer meter deposit in the amount of (a) \$ 100. 00 each (Total of \$200. 00 for users on sewer system). Regardless if the User is the owner or tenant of the property. The deposit shall be held and applied by the Supplier to the payment of the account of the User, should service to the User be terminated either voluntarily by the User or involuntary by the Town. Should the account be fully paid at the time of termination of service to the User, the Supplier shall refund the deposit within a reasonable time thereafter.

The Supplier shall purchase and install a cut-off valve and may also include a water meter in each service. Such cut-off valve and meter shall be installed at a point agreed upon between the User and the Supplier. **The Supplier shall retain ownership of, and have exclusive right to use such cut-off valve and water meter and turn it on and off.** After 24 months of service, the User may request a meter change without question. If the User requests a meter be tested, the User will be financially responsible for test plus service charge if the meter is certified to be correct. The Water Utility will bare all costs if meter is found faulty.

The Supplier shall have final jurisdiction in any allocation of water to the User in the event of a water shortage, and may shut off water to a User who allows a connection or extension to be made to his service line for purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet the need of all the Users, or in the event there is a shortage of water, the Supplier may prorate the water available among the various Users on such basis as is deemed reasonable and fair by the governing Board of the Supplier, with equitable adjustment in charges therefor, may also prescribe a schedule of hours covering use of water for lawns and gardens and for other high usage not of essential nature, and may require adherence thereto or prohibit the use of water for such purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the Users, the Supplier must first satisfy all of the needs of all Users for domestic and livestock purposes before supplying any water for gardens, lawns and non-essential high usage's.

The User agrees to comply with the requirement of the Indiana State Board of Health that no other present or future source of water will be connected to any waterlines served by the Supplier's waterlines, except from a water source and through a protective device both approved by the State Board of Health and will disconnect from his present water supply prior to connecting to and switching to the Supplier's system unless such supply and connections is approved by the Board of Health.

The failure of the User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- (A) Non-payment from the due date will be subject to a penalty of ten percent (10%). Of that part of the delinquent account which does not exceed three dollars (\$3.00), plus three percent (3%) of any delinquent amount of excess to three dollars (\$3.00);
- (B) Non-payment within thirty (30) days from due date will result in the water being shut off from the User's property. **Disconnect letters, Five dollars (\$5.00) will be mailed when account is passed due for thirty days.**
- (C) **In the event if becomes necessary for the Supplier to shut off the water from a residence, a fee of Fifty Dollars (\$50.00) shall be charged for a reconnection of the service.**
- (D) **In the event a User is delinquent in payment of the water bill and the Board shuts off the water two (2) times or more, in addition to the reconnection fee of Fifty Dollars (\$50.00), the Board shall charge an**

additional water deposit of \$250.00 prior to reconnection of water service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 200_.

SUPPLIER:

Town of Gentryville, Indiana
By _____

USER:

GUARANTEE

The undersigned being all of the landowners of the subject real estate upon which the water service is being supplied, agrees to guarantee the payment of the water bill provided for service rendered by the Town of Gentryville to the User. In the event the User falls to make payment as required by this contract, then the undersigned Guarantors will upon notification make the payment required by this agreement including reasonable costs of collection and attorney's fees should suit be required for payment. The landowner will be notified when an account becomes past due.

WITNESS

GUARANTOR

WITNESS

GUARANTOR

USER'S PRINTED NAME

USER'S SIGNATURE

Service address

City, State, Zip code

User's employer

Telephone Number

Employer's telephone number

User's social security

<p><u>FOR OFFICE USE ONLY</u></p> <p>User ID # _____</p> <p>_____ Clerk-Treasurer</p> <p>_____ President of Board</p>
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FOR RENTERS ONLY:

Name of Property Owner

Owner's Address (include City and Zip Code)

WATER DEPOSIT RECEIVED RECEIPT # _____

SEWER DEPOSIT RECEIVED RECEIPT # _____

MUST ATTACH COPY OF INDIANA DRIVERS LICENSE OR PHOTO ID CARD BEFORE SERVICE WILL BE ESTABLISHED!!!!!!!

(ORD. 2006-03, Aug. 16, 2006)

Chapter 18.08

WATER USAGE BAN

Sections:

18.08.010	Adequate Water Supply
18.08.020	Restriction of extra Water Usage
18.08.030	Activities banned
18.08.040	Water Superintendent to initiate ban
18.08.050	Penalty for non-compliance

18.08.010 Adequate Water Supply. It is the duty of the Town and its representatives to supply an adequate supply of water to all its customers. (Ord. 2007-02, July 11, 2007)

18.08.020 Restriction of extra Water Usage. When weather is hot and dry the extra water usage may need to be restricted. (Ord. 2007-02, July 11, 2007)

18.08.030 Activities banned. All persons, firms and corporations who are customers of the Town water system are hereby notified that the Town and the water superintendent may apply a water usage ban on all of the following activities:

- (1) Watering of lawns
- (2) Filling of pools
- (3) Agricultural spraying
- (4) Watering of flower gardens
- (5) Watering of vegetable gardens
(Ord. 2007-02, July 11, 2007)

18.08.040 Water Superintendent to initiate ban. When necessary the ban will be in place under the discretion of the water superintendent. (Ord. 2007-02, July 11, 2007)

18.08.050 Penalty for non-compliance. Any customer not complying with the water usage ban will be given a warning for the first (1st) offense. Repeated non-compliance with the water usage ban and failure to comply after the first warning may subject the customer with a termination of the water usage. (Ord. 2007-02, July 11, 2007)

Chapter 18.09

WATER PURCHASE CONTRACT FROM TENNYSON

Sections:

- 18.09.010** **Execution of contract**
- 18.09.020** **Effective when**

18.09.010 Execution of contract. That the Town of Gentryville, Indiana, entered into the contract with the Town of TENNYSON, said contract being entitled WATER PURCHASE CONTRACT, which said contract is attached hereto and marked "Exhibit A", and the Board of Trustees of the Town of Gentryville are hereby instructed and directed to execute said contract with the TOWN OF TENNYSON, Indiana, agreeing to purchase from the said Town, water under the terms and conditions set out in said contract. (Ord. 1983-1, S1, Feb. 1, 1983) (Ord. 1973-1, Oct. 1, 1973)

18.09.020 Effective when. That said contract be effective immediately upon the execution of this contract by the Board of Trustees of the Town of Gentryville, Indiana. This Ordinance passed and adopted February 1, 1983. (Ord. 1983-1, S2, Feb. 1, 1983) (Ord. 1973-1, Oct. 1, 1973)

Chapter 18.16

SEWER SYSTEM

Sections:

- 18.16.010 Notice to construct and finance sewer system**
- 18.16.100 Sewer hook-ups**

18.16.010 Notice to construct and finance sewer system. Property owners, ratepayers and other interested parties in, or served or to be served by the sewage works of the town of Gentryville are hereby notified that on May 26, 1998, the Town Council adopted Ordinance No. 1998-01, thereby determining to construct a sewage works project consisting of a conventional gravity sewer collection system and a waste stabilization pond, pursuant to plans and specifications prepared by Midwestern Engineers, Inc., consulting engineers of Loogootee, Indiana.

The maximum estimated cost of the project is \$1,806,000. Ordinance No. 1998-01 further directed that a portion of the cost of the project be financed by the issuance of revenue bonds in the amount of \$550,000, which bonds will be payable solely from the net revenues of the sewage works. The bonds will be sold at a private sale to the United States of America, U.S. Department of Agriculture, at an interest rate not to exceed 4.875% per annum and will mature annually over a period ending January 1, 2038. Copies of the plans, specifications, cost estimates and of Ordinance No. 1998-01 are on file in the office of the Clerk-Treasurer and are available for inspection by any interested parties during regular business hours. Objections to said project and the bonds may be filed in the time and manner provided by the Indiana Code, Title 36, Article 9, Chapter 23. (Notice, May 28, 1998)

18.16.100 Sewer hook-ups.

- (1) Let it hereby be resolved, by the board of trustee's of the Town of Gentryville hereby propose if at one time there were two homes on two adjoining lots owned by the same person and it has two sewers but then at later date move one home off of the lot owner has to pay only one sewer bill. (Ord. 2004-02, S1, Apr. 7, 2004)
- (2) Let it hereby be resolved by the board of trustee's of the Town of Gentryville hereby propose if a property owner now has two adjoining lots but with one dwelling and wants to be changed into two separate lots must pay the tap in fee for sewer to be hooked up on newly established lot. (Ord. 2004-03, S1, Apr. 7, 2004)
- (3) A property owner may relinquish sewer tap on vacant lot but in the future must pay sewer tap in fee to re-connect off of one lot. (Ord. 2004-04, S1, Apr. 7, 2004)

Chapter 18.20

SEWER RATES AND CHARGES

Sections:

18.20.010 Sewage rates and Charges

18.20.010 Sewage rates and Charges.

(1) Metered Water Users:

The sewage rates and charges shall be based on the quantity of water used on or in the property or premises subject to such rates and charges, as the same is measured by the water meter there in use, plus a base charge, except as herein otherwise provided. For the purpose of billing and collecting the charges for sewage service, the water meters shall be read monthly (or period equaling a month). The water usage schedule on which the amount of said rates and charges shall be determined shall be as follows:

A. Treatment Rate - per 1,000 gallons of usage per month:

	<u>Phase I</u>	<u>Phase II</u>
All Users	\$ 5.24	\$ 5.56

plus;

B. Base Rate - per month, as follows:

<u>Base Rate</u>	<u>Phase I</u>	<u>Phase II</u>
Meter Size:		
5/8-3/4 inch	\$ 37.25	\$ 39.56
1 inch	85.28	90.57
1 1/4 inch	133.32	141.59
1 1/2 inch	190.95	202.79
2 inch	325.44	345.62
3 inch	741.72	787.71
4 inch	1,286.07	1,365.81
6 inch	2,919.15	3,100.14

(2) Unmetered Water Users:

For users of the sewage works that are unmetered water users or accurate meter readings are not available, the monthly charge shall be determined as an average of single family dwelling units (3,600 gallons per month), except as herein provided. Sewage service bills shall be rendered once each month

as listed above plus an estimated treatment charge as outlined on the schedule of rates and charges as follows:

<u>User</u>	<u>Monthly. Rate</u>	
	<u>Phase I</u>	<u>Phase II</u>
<u>Residential:</u>		
Single family residence/unit	\$ 56.11	\$ 59.58

* For users that do not meet the above categories, their treatment rate will be based on applying the metered rates to estimated usage as determined by the Council on an individual basis.

- (3) For the services rendered to the Town of Gentryville, said Town shall be subject to the same rates and charges hereinabove provided.
- (4) In order to recover the cost of monitoring industrial wastes the Town shall charge the user the actual cost of monitoring but not less than \$25 per sample. This charge will be reviewed and revised on the same basis as all other rates and charges in this ordinance. (Ord. 2006-04, Aug. 16, 2006) (Ord. 1998-02)

Chapter 18.51

GRANTING JOHN OWEN THE RIGHT TO OPERATE, MAINTAIN, TRANSPORT, AND DISTRIBUTE NATURAL GAS

Sections:

18.51.010	Right to construct natural gas distribution lines
18.51.020	Supervision
18.51.030	Expedient installation/Non interference with existing utilities
18.51.040	Hold harmless clause
18.51.050	Obedience of laws/ordinances
18.51.060	Construction to begin and end
18.51.070	Consumer expense
18.51.080	Rates and charges
18.51.090	Disconnection upon failure to pay
18.51.100	Successors and assigns to accept the terms
18.51.100	Written acceptance
18.51.120	Notice to discontinue service

18.51.010 Right to construct natural gas distribution. That said John Owen, his successors and assigns, are hereby granted the right to enter upon the streets, lanes, alleys and public grounds in the town of Gentryville, Spencer County, Indiana, and all additions and extensions heretofore and hereafter made to said city, and lay, maintain, operate repair and remove pipes and mains of such sizes as they may deem best, and also to dig trenches and lay and bury said mains and pipes and necessary appliances therein for the transportation supply and distribution of natural gas to the said town, and to all citizens, persons, firms, corporations, partnerships, and, associations residing or doing business in said town, together with the right to construct and maintain, repair and remove all necessary regulators, valves, curb boxes, safety appliances, and all other appliances for a period of twenty years after the date of passage and acceptance of this ordinance. Said gas to be used and utilized for fuel, heating and illuminating purposes. (Ord. 35, S1, Apr. 10, 1912)

18.51.020 Supervision. That all work done in and upon any streets, lanes, alleys, and public grounds of said town under and in pursuance of the provisions of the ordinance shall be done under the directions and supervision of some person or persons considered competent by said John Owen, their successors and assign, authorized and appointed by the Town Council of the said town. In laying and placing said mains and pipes, said John Owen, his successors and assigns shall dig trenches and the same under ground not less than eighteen inches (18) deep, and as much deeper as the town Council shall by resolution hereafter direct, when in their judgement and opinion it becomes necessary to lay said pipes and lines to a greater depth than that hereinbefore stipulated. Said mains and pipes shall be so placed as to interfere as little as possible with the public uses of the streets, alleys and public grounds, and said John Owen, shall lay and place said pipes, main and appliances under the surface at the intersection of all streets and alleys so as not to interfere with the passage of vehicles over and across said intersection. (Ord. 35, S2, Apr. 10, 1912)

18.51.030 Expedient installation/Non interference with existing utilities. That the work of digging ditches and trenches and laying said mains and pipes and equipping the same ready for use, shall be done in the shortest time possible in which said work can be done with skillfulness and safety, and said work shall be done so as to interfere as little as possible with the public uses or travel upon said streets, lanes, alleys and public grounds, and in doing said work, said John Owen shall not interfere with nor injure any water pipes, sewers or pipe lines laid in said town now or hereafter. (Ord. 35, S3, Apr. 10, 1912)

18.51.040 Hold harmless clause. That the said John Owen, his successors and assigns, shall protect and save harmless the said town of Gentryville, Indiana from all damage, loss, cost and expense whatsoever arising from carelessness or negligence in laying their mains and pipes and putting in connections and equipping the same ready for use, as well as any damage, loss cost and expense whatsoever arising from or caused by any leak, accident or explosion, during the maintenance and operations of its said lines of pipe in the streets, alleys, lanes and public grounds of said town, and said streets, lanes, alleys and public grounds of said town shall be placed in as good condition as the same were before such work was begun by said John Owen. (Ord. 35, S4, Apr. 10, 1912)

18.51.050 Obedience of laws/ordinances. Said John Owen, his successors and assigns, shall at any and all times be subject to and obey all legal regulations, resolutions and ordinances now in force or which the council of said town may hereafter ordain as to the use, maintenance and operation of said system of pipes and gas for the protection of the citizens of said town and the consumers of said gas. (Ord. 35, S5, Apr. 10, 1912)

18.51.060 Construction to begin and end. Said John Owen, his successors and assigns, shall commence within four months after the passage of this ordinance to lay mains and pipes to convey gas from wells to said town, and shall have the same completed within twelve months thereafter for the purpose of supplying gas in said town as by the provisions of this ordinance, and a failure to comply with the provisions this section shall cause a forfeiture of all rights, privileges and powers herein granted, and this ordinance shall hereupon become null and void and of no force or effect thereafter. (Ord. 35, S6, Apr. 10, 1912)

18.51.070 Consumer expense. Said John Owen shall carry the pipes from the mainline to the curb of any street, or the property line of any alley through which their pipes shall pass for the purpose of making connection with the line of any customer or with the line of any lamp post for illuminating purposes, placed by the town at its own cost and expense, but all pipes and appliances beyond those points shall be at the expense and cost of the consumer or of the town as the case may be. (Ord. 35, S7, Apr. 10, 1912)

18.51.080 Rates and charges. The said John Owen, his successors and assigns shall be entitled to charge for such gas furnished to the town of Gentryville and other consumers the sum of thirty cents, (30¢) for each one thousand (1000) cubic feet of gas sold and delivered for a period of four (4) years, and thereafter to charge a rate per thousand cubic feet, (1000 Cu. Ft.) as may be determined by them, the same not to exceed fifty cents, (50¢) per

thousand. All bills for gas consumed to be due and payable the first Monday in each month for the gas consumed during the previous month, subject to a discount of five cents (5¢) per thousand cubic feet on all bills paid on or before the 10th of each and every month following the month during which the gas is consumed, the same to be in effect after the passage of this ordinance, but said John Owen, his successors and assigns, shall in no event be required to furnish gas to any one meter at a less price than seventy-five cents (75¢) per month regardless of the number of cubic feet of gas measured by said meter.

The said John Owen shall furnish gas to the said town of Gentryville, at the rate of seventy-five cents, (75¢) per light, per month, said lights to be Welsbach street lamp, or any other kind approved by said John Owen. And all of said gas so sold and delivered shall be measured to each consumer thereof by a standard meter, said meter shall be furnished by said John Owen, his successors and assigns, at a rental of twenty-five cents, (25¢) per month for each meter. (Ord. 35, S8, Apr. 10, 1912)

18.51.090 Disconnection upon failure to pay. Upon the failure of any consumer to pay for gas consumed in accordance with the terms and conditions as hereinbefore granted, the said John Owen, his successors and assigns, shall have the right at any time to turn off the gas and disconnect their lines from the service pipe of said consumer and to remove the meter therefrom, and in such event and upon the request of the consumer and the payment by him of all monies due, the said John Owen, his successors and assigns shall have the right to charge and collect from such customer the sum of seventy-five cents, (75¢) before connecting with his service mains and replacing said meter so removed.

In case there is any dispute or dissatisfaction about the measurement of gas, by any said meter, the party so dissatisfied or aggrieved may, upon giving five (5) days notice to the said John Owen that he is dissatisfied with the measurement of gas by his said meter have same tested by some competent person to be selected by himself and said John Owen, and, in case they cannot agree upon a suitable person, each party shall then select one person and the two so selected by them shall select a third person and a decision of the majority of the three so selected, or in case only one is selected by the parties, shall be final and conclusive to the measurement of gas by said meter. In case the meter is found working and measuring gas properly, the party complaining shall pay the cost of inspection and selection of inspectors, and in case the said meter is not so working, the said John Owen shall pay the costs of the inspection and inspectors and shall have such meter adjusted so as to measure gas properly and give party complaining credit for any gas so made by said inspection to be wrongfully charged to said party. (Ord. 35, S9, Apr. 10, 1912)

18.51.100 Successors and assigns to accept the terms. In case said John Owen accepts the terms and conditions of this ordinance and furnish gas to said town according to the provisions hereof, said John Owen, his successors and assigns, shall lay mains and pipes and furnish gas to all citizens, firms, corporations and associations or persons within the corporate limits of said town who desire the same and are willing to pay therefor the prices herein prescribed. (Ord. 35, S10, Apr. 10, 1912)

18.51.110 Written acceptance. That the said John Owen shall within fifteen (15) days after the passage of this ordinance file with the Clerk of the town of Gentryville, Spencer County,

Indiana, his written acceptance of the terms and provisions of this ordinance and if he fail so to do within the time mentioned, the said John Owen shall acquire no authority, privilege or right under and by virtue of this ordinance. (Ord. 35, S11, Apr. 10, 1912)

18.51.120 Notice to discontinue service. In the event of the failure of natural gas, the failure of wells owned and operated by John Owen, his assigns and successors to produce natural gas, or diminution of the natural gas pressure in the field operated by said John Owen, his successors and assigns, so that the furnishing of gas as provided herein would be considered unprofitable by said John Owen, his successors and assigns, then in that event said John Owen, his successors and assigns shall have the right by giving thirty (30) days notice to the Clerk and Town Council of the said Town of Gentryville, of their intention to do so, to discontinue the furnishing of gas and to abandon the streets and alleys of said town and remove all pipe lines, regulators, meters and all property owned by them used in connection with furnishing of gas. (Ord. 35, S12, Apr. 10, 1912)

That the terms provisions and conditions of this Ordinance shall bind the said John Owen, his successors and assigns. (Ord. 35, S13, Apr. 10, 1912)

Chapter 18.55

GRANTING NATURAL GAS FRANCHISE TO COMMUNITY NATURAL GAS COMPANY, INC.

Sections:

18.55.010	Franchise to furnish natural gas
18.55.020	Obstruction of streets & alleys kept to a minimum
18.55.030	Barricades, signals placed near excavations to protect public/Insurance coverage
18.55.040	Gas supply
18.55.050	Term of Agreement
18.55.060	Quality of gas/Rates
18.55.070	Effective when

18.55.010 Franchise to furnish natural gas. The Municipality hereby grants unto the Grantee, its successors and assigns, and an indeterminate permit, franchise, right and privilege to lay, install, alter, move, remove, replace, renew, repair, maintain, extend and operate, in, along upon and under any and all of the streets, alleys, commons, bridges and other public places within the Municipality, within its present and future Corporate Limits, one or more gas mains, pipes, manholes, conduits and all necessary feeder, service pipes and other facilities, appliances, apparatus and structures for the purpose of supplying and furnishing natural gas to the Municipality and the inhabitants thereof and the public in general and all customers of the Grantee residing within or without the Corporate Limits of the Municipality, for lighting, fuel and other purposes, including the right to transmit, distribute, purchase, furnish, supply and sell natural gas within the Municipality and to transmit and carry the same through such mains and pipes to territory beyond the Municipality, all without charge of license fee therefor and subject to all reasonable police regulations now or hereafter lawfully adopted by the Municipality, pertaining to the use of the streets and the location of such mains, pipes and conduits. (Ord. 1966-1, S1, June 13, 1966)

18.55.020 Obstruction of streets & alleys kept to a minimum. In laying, installing, altering, moving, removing, replacing, renewing, repairing, maintaining, extending and operating said gas mains, pipes, manholes, conduits, feeders, service pipes, and other facilities, appliances, apparatus and structures constructed and installed by the Grantee hereunder, the Grantee shall obstruct the streets, alleys and public places to such extent only as shall be reasonably necessary. (Ord. 1966-1, S2, June 13, 1966)

18.55.030 Barricades, signals placed near excavations to protect public/Insurance coverage. The Grantee may make all necessary excavation and openings in the streets, alleys and other public places of the municipality for the purposes aforesaid, and when making such excavations and openings shall, by signals, guards, barricades or otherwise, protect the public from injury to persons and property, and the Grantee shall agree to keep and maintain in effect at all times a policy of insurance covering bodily injury and property

damage having limits of \$500,000.00 an account of personal injury and \$300,000.00 on account of property damage. The Grantee shall restore all streets, alleys and public places opened by it for the purposes aforesaid, to as nearly as practicable the same order and condition as the same were in before such opening, and shall file a surety bond payable to Gentryville, Indiana IN THE PENAL SUM OF \$2,500.00, conditioned upon performance of such covenant, provided that such bond may be required by the Board of Trustees of the Town of Gentryville to be increased, if it shall be found by them that said original penal sum is insufficient to guarantee full performance of such covenant, but not to exceed \$ 5,000.00. (Ord. 1966-1, S3, June 13, 1966)

18.55.040 Gas supply. The Grantee will use all reasonable diligence and precaution to initiate service of, and thereafter to furnish and maintain a regular, adequate, dependable supply of natural gas for lighting, fuel and all other purposes to the Municipality and the inhabitants thereof. The Grantee's right under this agreement shall not be prejudiced by, and the Grantee shall not be liable for any damage occurring to the Municipality or to any customer in consequence of, any failure to furnish or supply natural gas of any particular character at any time or times if such failure is not accompanied by a default or neglect of the Grantee or is due to strikes, storms, accidents, riots, acts of the public enemy, delays of any common carrier, default of any connecting or of the Grantee's suppliers, judicial process, acts of God, State or Municipal interference, any governmental restrictions or regulations, breakdowns of or injuries to machinery, transmission or distribution system, or necessary repairs, or to other causes beyond the control of the Grantee, its successors or assigns. (Ord. 1966-1, S4, June 13, 1966)

18.55.050 Term of Agreement. This Franchise Agreement shall constitute an indeterminate permit under and pursuant to the terms and provisions of the Public Service Commission Act of the State of Indiana, as amended, and in the event of the repeal of said provision, this franchise agreement shall extend for and during the term of Thirty Years from and after the date that the repeal thereof becomes effective. If however, within Five Years (5) from the date of this Franchise Agreement the Grantee has failed to have the natural gas available for distribution in and to the inhabitants of the Municipality, then the Municipality, by and through its Board of Trustees, may, at its option, terminate this Franchise Agreement and declare the same void and of no legal effect. (Ord. 1966-1, S5, June 13, 1966)

18.55.060 Quality of gas/Rates. The Natural Gas to be furnished to the Municipality and residents and inhabitants thereof shall be of such nature, character and quality, shall be furnished at such pressure and shall be sold at such rate or rates as may from time to time be lawful and be shown on the schedule of applicable rates on file with and approved by the Public Service Commission of Indiana, and in accordance with the laws of the State of Indiana. In case of any lawful change in the schedule of rates or the character of the gas to be furnished by the Grantee within the Municipality, the rate legally applicable shall thereafter be charged. (Ord. 1966-1, S6, June 13, 1966)

18.55.070 Effective when. This Agreement and all of the terms and provisions shall inure to the benefit of and be obligatory upon the parties hereto and the successors and assigns of the parties, and shall be in full force and effect June 13, 1996. (Ord. 1966-1, S7, June 13, 1966)

Chapter 18.62

GRANTING CUMBERLAND TELEPHONE AND TELEGRAPH COMPANY THE RIGHT TO ERECT POLES AND LINES FOR COMMUNICATION

Sections:

- 18.62.010 Right granted to erect and maintain poles**
- 18.62.020 Not to interfere with travel or public improvements**
- 18.62.030 Hold harmless clause**

18.62.010 Right granted to erect and maintain poles. The right is hereby granted to the Cumberland Telephone and Telegraph Company, a corporation of Kentucky, his successors or assigns to erect and maintain upon the streets, alley and public highways of said town the poles, wires and fixtures necessary for the supplying to the citizens of said town and the public, communication by telephone and telegraph. (Ord. 18, S1, Dec. 6, 1901)

18.62.020 Not to interfere with travel or public improvements. Said poles and wires shall be placed and maintained so as to not interfere with travel on said highways or any other public improvement. (Ord. 18, pt. S2, Dec. 6, 1901)

18.62.030 Hold harmless clause. Cumberland Telephone and Telegraph Company shall hold said town of Gentryville, Indiana free and harmless from all damages arising by reason of any abuse or negligence in said occupancy, and this grant is made subject to any reasonable ordinances that said board may pass for the improvements of said street and alleys and highways. (Ord. 18, pt. S2, Dec. 6, 1901)

Chapter 18.64

GRANTING LUCE AND OHIO TOWNSHIP TELEPHONE COMPANY THE RIGHT TO CONSTRUCT AND MAINTAIN POLES, WIRES AND CROSS ARMS FOR TELEPHONE EXCHANGE

Sections:

18.64.010 Right granted to construct and maintain poles, wires and cross arms

18.64.010 Right granted to construct and maintain poles, wires and cross arms. The Luce and Ohio Township Telephone Company, a corporation duly organized under the laws of the State of Indiana, and doing business as such in Spencer County in the State of Indiana, be and the said Luce and Ohio Township Telephone Company is hereby granted the right of way in through and over the streets and alleys of the said town of Gentryville, Indiana with the rights and privileges to construct, maintain and erect, poles, wires, stay-wires, cross-arms and other appliances in, through and over the streets and alleys of said town for the purpose of carrying on the business and operating a telephone exchange and lines within and without the said town of Gentryville provided said poles, wires, and appliances shall be placed and maintained so as to not interfere with public travel on said highways, streets, alleys or any other public improvement. (Ord. No. 20, S1, July 7, 1902)