

**TITLE 18**  
**UTILITIES**

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**Chapters:**

- 18.04 Unlawful to obstruct or pollute source of town water supply**
- 18.05 Removal of the Municipal Water Utility from the Indiana Utility Regulatory Commission**
- 18.06 Water rates and charges**
- 18.10 Sale of water to Finch-Newton Water, Inc.**
- 18.15 Regulating cross connections with the Public Water Supply**
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## Chapter 18.04

### UNLAWFUL TO OBSTRUCT OR POLLUTE SOURCE OF TOWN WATER SUPPLY

#### Sections:

**18.04.010 Unlawful to construct or maintain contamination near the Town water supply**

**18.04.020 Penalty for violation**

**18.04.010 Unlawful to construct or maintain contamination near the Town water supply.** It shall be unlawful to construct or maintain any privies, cesspools, septic tanks, sewers, or any other source of contamination within two hundred (200) feet of the well to be drilled for water supply for the Town of Grandview, Lots One (1) through Twelve (12) in Block 12, Lamar, Greer and Ray's Addition to the Town of Grandview.

It shall be unlawful and a nuisance for any person, firm or corporation to obstruct or pollute said source of water supply in said town. (Ord. 1963-9, Dec. 3, 1963)

**18.04.020 Penalty for violation.** Any person, firm or corporation violating any provision of this Ordinance shall be fined not less than one dollar nor more than one hundred dollars for each offense; and a separate offense shall be deemed committed on each and every day during or on which a violation occurs or is permitted to continue. (Ord. 1963-9, Dec. 3, 1963)

## Chapter 18.05

### REMOVAL OF MUNICIPAL WATER UTILITY FROM THE INDIANA UTILITY REGULATORY COMMISSION

#### Sections:

#### **18.05.010 Removal**

#### **18.05.020 Written notice mailed to rate payers**

**18.05.010 Removal.** The Town Council of the Town of Grandview hereby determines to remove the Utility from the jurisdiction of the Indiana Utility Regulatory Commission pursuant to I.C. 8-1.5-3-9-1. (Ord. 11-25-96, S1, Nov. 25, 1996)

**18.05.020 Written notice mailed to rate payers.** The Town Council hereby finds that written notice of this meeting has been provided by mail to all ratepayers of the Utility and to the Indiana Utility Regulatory Commission in accordance with I.C. 8-1.5-3-9.1. (Ord. 11-25-96, S2, Nov. 25, 1996)

## Chapter 18.06

### WATER RATES AND CHARGES

#### Sections:

- 18.06.010 Rates and charges**
- 18.06.015 Reasonable return on utility plant**
- 18.06.020 No free service**
- 18.06.030 Meters**
- 18.06.060 Meter deposit**
- 18.06.070 Separate account for receipts to be in accordance with bond ordinance**
- 18.06.080 Available service to economically feasible consumers in and near town**

#### **18.06.010 Rates and charges. -Phase 2**

- (1) Metered user block schedule. For use of and service rendered by the Waterworks System of the Town, based upon the use of water supplied by said Waterworks System:

<u>Usage-Phase 2</u>	
<u>Consumption per Month</u>	<u>Rate per month per 1,000 Gallons</u>
First 2,000 Gallons	\$ 7.31
Next 3,000 Gallons	3.68
Over 5,000 Gallons	3.16

(Ord. 2006-08-10, Aug. 11, 2006) (Ord. 1998-1-2, S(A), Feb. 2, 1998)  
(Ord. 1989-2-6-(1), Feb. 6, 1989) (Ord. 1964-1, S1, Jan. 6, 1964) (Ord. 1963-11, S1, Dec. 3, 1963)

- (2) Metered user minimum schedule. Each user shall pay a minimum charge in accordance with the following applicable size of meter installed, for which the user will be entitled to the quantity of water set out in the above schedule of rates:

<u>Water Meter Size</u>	<u>Minimum Charge</u>
	<u>Per Month</u>
5/8 - 3/4 inch meter	\$ 14.62

(Ord. 2006-08-10, Aug. 11, 2006) (IURC Cause No. 38695, April 21, 1989) (Ord. 1989-2-6-(1), Feb. 6, 1989)



three (3) percent of the excess of three (3) dollars. (IURC Cause No. 38695, Apr. 21, 1989) (Ord. 1989-2-6-(1), Feb. 6, 1989) (Ord. 1963-11, S4, Dec. 3, 1963)

- (8) Insufficient funds charge. When a customer's check is not honored due to insufficient funds, a charge for processing same will be made by the Town of Grandview in the amount of ten dollars. (IURC Cause No. 38695, Apr. 21, 1989) (Ord. 1989-2-6-(1), Feb. 6, 1989)
- (9) Service charge. When any one customer requests the service to be turned off for the purpose of making individual repairs on the customer's side of the service, this charge will be made by the Waterworks to cover the cost of discontinuance and re-establishment of service. (IURC Cause No. 38695, Apr. 21, 1989) (Ord. 1989-2-6-(1), Feb. 6, 1989) (Ord. 1963-11, S9, Dec. 3, 1963)

**18.06.015 Reasonable return on utility plant.** The Board of Trustees hereby elects to earn a reasonable return on its utility plant. (Ord. 1989-2-6-(1), Feb. 6, 1989)

**18.06.020 No free service.** No free service of the Waterworks System shall be furnished to any person, firm, organization or corporation, public or private, and all rates and charges shall be nondiscriminatory, provided that the Board of Trustees reserves the right to impose special rates and charges in cases where particular circumstances render the regular rates inadequate or unjust. If the Town should elect to supply itself with water for any purpose, regular rates therefor shall be charged against the Town, and payment shall be made from the General Funds of the Town to the Water Systems Revenue Fund Account. (Ord. 1963-11, S2, Dec. 3, 1963)

**18.06.030 Meters.** Water shall be supplied only through meters, and the meters shall be read monthly by the Town. A separate meter shall be required for each consumer and for each dwelling unit, provided that a single industry with multiple meters shall be considered as one consumer, and no water shall be purchased for re-sale. (Ord. 1963-11, S3, Dec. 3, 1963)

**18.06.060 Meter deposit.** A meter deposit of \$50.00 will be required for users who own the property being served. A meter deposit of \$100.00 will be required for users who do not own the property being served. The meter deposits are kept in escrow by the Clerk-Treasurer of the Town of Grandview until such time as the depositor or his/her heirs have the meter removed. Unpaid utility bills are the ultimate responsibility of the landlord property owner. The Town of Grandview will exercise its right to collect unpaid utility bills within 45 days of normal collection, a \$25.00 collection fee will be added to all delinquent bills over 45 days old. If a delinquent bill has to be processed by the Sheriff's Department (Civil Warrant) their charge of \$35.00 or more will be added to the total amount due.

The meter deposit, less the amount of any current bill owing, shall be refunded to the customer making such deposit at such time as said customer shall be disconnected from water service. Any requests for refunds due to mistakes in billing or meter reading shall be made within five (5) days of receiving the bill. (Ord. 2001-11-07, S3, Nov. 7, 2001) (Ord. 1989-2-6-(1), Feb. 6, 1989) (Ord. 1963-11, S6, Dec. 3, 1963)

**18.06.070 Separate account for receipts to be in accordance with bond ordinance.** All moneys received as charges for the services of the Waterworks System shall be deposited in a bank account separate and distinct from the bank accounts in which other Town funds are held. Said funds shall be administered and allocated in strict accordance with the provisions of Ordinance No. 1963-10 of said Town, authorizing the issuance of One Hundred Five Thousand Dollars (\$105,000.00) Waterworks System Revenue Bonds. (Ord. 1963-11, S7, Dec. 3, 1963)

**18.06.080 Available service to economically feasible consumers in and near Town.** Service shall be available to all prospective residential, commercial and other consumers in and near the Town of Grandview, Indiana, provided that service is economically feasible. The Board of Trustees reserves the right to determine feasibility and to accept or reject, based on such determination, any application for service. (Ord. 1963-11, S8, Dec. 3, 1963)

## Chapter 18.10

### SALE OF WATER TO FINCH-NEWTON WATER, INC.

#### Sections:

- 18.10.005 Approval and execution of water purchase contract**
- 18.10.006 Parties to contract**
- 18.10.007 Witnesseth**
- 18.10.010 The Town agrees**
- 18.10.020 Finch-Newton Water, Inc. Agrees**
- 18.10.030 Mutual agreements**

**18.10.005 Approval and execution of water purchase contract.** Therefore, be it resolved by said Board of Trustees of said Town of Grandview, Spencer County, Indiana, that the following Water Purchase Contract be made and entered into take effect on the 2<sup>nd</sup> day of May, 1966, by said Town of Grandview, by and through its Board of Trustees and that the same is hereby in all things ratified, confirmed and approved and the said Finch-Newton Water, Inc. and its successors and assigns are hereby granted rights, privileges and authority as in said contract set forth and in accordance with the terms, provisions and conditions thereof.

**18.10.006 Parties to contract.** This contract for the sale and purchase of water is entered into as of the 2<sup>nd</sup> day of May, 1966, between the Town of Grandview, hereinafter referred to as the "Town", and Finch-Newton Water, Inc., hereinafter referred to as the "Corporation", a not-for-profit corporation, organized under the laws of the State of Indiana, with its principal office in Grandview, Spencer County, Indiana. (Res. unnumbered, May 2, 1966)

**18.10.007 Witnesseth.** Whereas, the Corporation has been organized and established under the provisions of the laws of the State of Indiana, for the purpose of construction and operation a water supply distribution system serving water users within the areas described in plans now on file in the office of the Corporation and to accomplish this purpose, the Corporation will require a supply of treated water, and

Whereas, the Town owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Town system and the estimated number of water users to be served by the said corporation as shown in the plans of the system now on file in the office of the Corporation, and

Whereas, by Ordinance No. 66-5 enacted on the 2<sup>nd</sup> day of May, 1966, by the Board of Trustees, of the Town, the sale of water to the Corporation in accordance with the provisions of the said Ordinance was approved, and the execution of this contract carrying out the said Ordinance by the President of the Board of Trustees, and attested by the Clerk-Treasurer, was duly authorized, and

Whereas, by Resolution of the Board of Directors of the Corporation enacted on the 2<sup>nd</sup> day of May, 1966 the purchase of water from the Town in accordance with the terms set forth in the said Resolution was approved, and the execution of this contract by the President, and attested by the Treasurer, was duly authorized. (Res. unnumbered, May 2, 1966)

**18.10.010 The Town agrees.**

- (1) Quality and Quantity. To furnish the Corporation, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health in such quantity as may be required by the Corporation (not to exceed 10,000,000 gallons per month.)
- (2) Point of Delivery and Pressure. That water will be furnished at a reasonably constant normal pressure calculated at 45# from an existing four inch main supply at a point located

If a greater pressure than that normally available at the point of delivery is required by the Corporation, the cost of providing such greater pressure shall be borne by the corporation. Emergency failures of pressure of supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Town from this provision for such reasonable period of time as may be necessary to restore service.

- (3) Metering Equipment. To operate and maintain at its own expense, the metering equipment to be furnished and installed at the expense of the Corporation and to calibrate such metering equipment whenever requested by the Corporation but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Town and Corporation shall agree upon a different amount. The metering equipment shall be read on 20<sup>th</sup> of each month.
- (4) Billing Procedure. To furnish the Secretary of the Corporation at Grandview, Indiana, not later than the 1<sup>st</sup> day of each month, with an itemized statement of the amount of each month, with an itemized statement of the amount of water furnished the

Corporation during the preceding month. (Res. unnumbered, SA, 1-4, May 2, 1966)

**18.10.020 Finch-Newton Water, Inc.**

- (1) Rates and Payment Date. To pay the Town, not later than the 10<sup>th</sup> day of each month, for water delivered, the sum of \$1.66 per one thousand gallons of water, provided, however that the Corporation shall pay a minimum water bill each month of \$50.00.

The provisions of this Addendum pertaining to the schedule of rates to be paid by the Finch-Newton for water delivered is subject to modification at the end of 5 years from the date of this Addendum (which is April 20, 2000) and at the end of every 5 year period thereafter during the term of this Water Purchase Contract. As provided in the Water Purchase Contract, any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder but such costs shall not include increased capitalization of the system. (Ord. 2006-08-10, Aug. 11, 2006) (Addendum dated 4-20-2000) (Ord. 1998-1-2, S2(C), Feb. 2, 1998)

- (2) Metering Equipment. To furnish and install, at its owns expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered by the Town to the Corporation. (Res. unnumbered, SB1-2, May 2, 1966)

**18.10.030 Mutual agreements.** It is further mutually agreed between the Town and the Corporation as follows:

- (1) Term of Contract. That this contract shall extend for a term of fifty (50) years from the date of the initial delivery of any water by the Town to the Corporation and, thereafter may be renewed or extended for such term, or terms as may be agreed upon by the Town and Corporation.
- (2) Delivery of Water. That ten (10) days prior to the estimated date of completion of construction of the Corporation's water supply distribution system the corporation will notify the Town in writing the date for the initial delivery of water.
- (3) Water for Testing. When requested by the corporation the Town will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing and trench filling the system of the Corporation during construction, irrespective of whether the metering equipment has

been installed at that time, at a flat charge of two hundred fifty dollars (\$250.00) which will be paid by the contractor or, on his failure to, by the Corporation, provided however, the Town reserves the right to make further and additional agreements for water for testing purposes with the contractor.

- (4) Failure to Deliver. That the Town will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Corporation with quantities of water required by the Corporation. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Town is otherwise diminished over an extended period of time, the supply of water to Corporation consumers shall be reduced or diminished in the same ratio or proportion as the supply to Town consumers is reduced or diminished.
- (5) Modification of Contract. That the provisions of this contract pertaining to the schedule of rates to be paid by the Corporation for water delivered are subject to modification at the end of every five (5) year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder but such costs shall not include increased capitalization of the system. Other provisions of this contract may be modified or altered by mutual agreement.
- (6) Regulatory Agencies. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Indiana and the Town and Corporation will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
- (7) Miscellaneous. That the construction of the water supply distribution system by the Corporation is being financed by a loan from (or a loan insured by) the United States of America acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the district are conditioned upon the approval, in writing, of the State Director of Indiana, of the Farmers Home Administration. Similarly, any modification of the provisions of this contract, including any increase in the schedule of rates to be paid by the Corporation for the delivery of water shall be conditioned upon the prior approval, in writing, of the State Director of Indiana, of the Farmers Home Administration.

- (8) Successor to the Corporation. That in the event of any occurrence rendering the Corporation incapable of performing under this contract, any successor of the Corporation, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Corporation hereunder. (Res. unnumbered, May 2, 1966)

## Chapter 18.15

### REGULATING CROSS CONNECTIONS WITH THE PUBLIC WATER SUPPLY

#### Sections:

- 18.15.010 Adoption of Indiana Administrative Code**
- 18.15.020 Inspection of properties**
- 18.15.030 Right of inspection**
- 18.15.040 Authorization to discontinue water service**
- 18.15.050 Protection from contamination**
- 18.15.060 Supplementary to State Plumbing Code**
- 18.15.070 Violation of Ordinance**
- 18.15.080 Adoption of Ordinance**

**18.15.010 Adoption of Indiana Administrative Code.** That the Town of Grandview adopts by reference the Water Supply Cross Connection Rules of the State of Indiana being 170 IAC 6-1-20, 327 IAC 8-10-1 thru 327 IAC 8-10-11, 675 IAC 16-1.2-35.1 Section P-1505 12 of the Indiana Administrative Code. (Ord. 2005-05-05, S1, May 5, 2005)

**18.15.020 Inspection of properties.** That it shall be the duty of the Town of Grandview Water Utility to cause inspections to be made of all properties served by the public water supply where cross connections with the public water supply is deemed possible. The frequency of inspections and reinspections based on potential health hazards involved shall be as established by the Town of Grandview Water Utility and as approved by the State of Indiana. (Ord. 2005-05-05, S2, May 5, 2005)

**18.15.030 Right of inspection.** That the representative of the Town of Grandview Water Utility shall have the right to enter at any reasonable time any property served by a connection to the public water supply system of the Town of Grandview for the purpose of inspecting the piping system or systems thereof for cross connections. On request, the owner, lessees, or occupants of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of cross connections. (Ord. 2005-05-05, S3, May 5, 2005)

**18.15.040 Authorization to discontinue water service.** That the Town of Grandview Water Utility is hereby authorized and directed to discontinue water service after reasonable notice to any property wherein any connection in violation of this ordinance exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this ordinance. (Ord. 2005-05-05, S4, May 5, 2005)

**18.15.050 Protection from contamination.** That the potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this ordinance and by the state plumbing code. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable system must be labeled in a conspicuous manner as:

- (1) Water Unsafe for Drinking

(Ord. 2005-05-05, S5, May 5, 2005)

**18.15.060 Supplementary to State Plumbing Code.** That this ordinance does not supersede the state plumbing code, but is supplementary to it. (Ord. 2005-05-05, S6, May 5, 2005)

**18.15.070 Violation of Ordinance.** That any person or customer found guilty of violating any of the provisions of this ordinance or any written order of the Town of Grandview Water Utility, in pursuance thereof, shall be deemed guilty and incur a fine of not less than One Hundred Dollars (\$100.00) for each violation. Each day upon which a violation of the provisions of this act shall occur shall be deemed a separate and additional violation for the purpose of this ordinance. (Ord. 2005-05-05, S7, May 5, 2005)

**18.15.080 Adoption of Ordinance.** Passed by the Town Council of Grandview, Spencer County, Indiana on this 5<sup>th</sup> day of May, 2005. (Ord. 2005-05-05, S8, May 5, 2005)

## Chapter 18.23

### REMOVAL OF THE MUNICIPAL GAS UTILITY FROM THE INDIANA UTILITY REGULATORY COMMISSION

#### Sections:

#### **18.23.010 Removal**

#### **18.23.020 Written notice mailed to ratepayers**

**18.23.010 Removal.** The Town Council of the Town of Grandview hereby determines to remove the Municipal Gas Utility from the jurisdiction of the Indiana Utility Regulatory Commission pursuant to I.C. 8-1.5-3-9.1. (Ord. 2000-4-10, S1, April 10, 2000)

**18.23.020 Written notice mailed to ratepayers.** The Town Council hereby finds that written notice of this meeting has been provided by mail to all ratepayers of the Utility and to the Indiana Utility Regulatory Commission in accordance with I.C. 8-1.5-3-9.1. (Ord. 2000-4-10, S2, April 10, 2000)

## Chapter 18.24

### NATURAL GAS RATES AND CHARGES

#### Sections:

- 18.24.010 Rates and charges**
- 18.24.020 No free service**
- 18.24.030 Meters**
- 18.24.040 Delinquent bills**
- 18.24.050 Tap-in fee**
- 18.24.060 Meter deposit**
- 18.24.070 Separate account for receipts to be in accordance with bond ordinance**
- 18.24.080 Available service to economically feasible consumers in and near Town**
- 18.24.090 Turn-on charge**

**18.24.010 Rates and charges.** That rates and charges for the use of and services rendered by the Municipal Gas Utility of the Town of Grandview be and they are hereby established. Such rates and charges shall be made and collected against each consumer who shall directly or indirectly receive gas from said municipal utility. The rates and charges shall be based upon the quantity of gas used by each consumer, as measured by the gas meter.

The charges shall be computed on a monthly basis and at the following rates:

#### Base Rates – Per Month:

First	10.0	Ccf	\$	1.01633
Next	10.0	Ccf		0.75075
Next	30.0	Ccf		0.71494
Next	50.0	Ccf		0.67615
Next	100.0	Ccf		0.65824
Next	100.0	Ccf		0.61945
Next	200.0	Ccf		0.58066
Over	500.0	Ccf		0.52396

#### Minimum Monthly Charge:

Residential and Small Commercial	\$	10.16000
Medium Commercial		13.64
Large Commercial		29.38

The above rates shall prevail so long as the rates for gas to the town purchased from the pipeline company shall remain constant. Any increase or decrease in the cost of gas to the Town occasioned by the increase or decrease of rates of the pipeline company shall be directly and uniformly applied to the prevailing rates in

accordance with procedures outlined in PSCI Cause Number 32485. (Ord. 2001-09-19, S1, Oct. 10, 2001) (Ord. 1980-10-5, S1, Oct. 6, 1980) (Ord. 1980-7-4, S1, July 7, 1980) (Ord. 1963-8, S1, Sept. 24, 1963) (Ord. 1963-6, S1, Sept. 12, 1963)

**18.24.020 No free service.** No free service of the gas utility shall be furnished to any person, firm, organization or corporation, public or private, and all rates and charges shall be nondiscriminatory, provided that the Board of Trustees reserves the right to impose special rates and charges in cases where particular circumstances render the regular rates inadequate or unjust. If the Town should elect to supply itself with gas for any purpose, regular rates therefor shall be charged against the Town, and payment shall be made from the General Funds of the Town to the Gas Utility Fund. (Ord. 1980-7-4, S2, July 7, 1980) (Ord. 1963-6, S2, Sept. 12, 1963)

**18.24.030 Meters.** Gas shall be supplied only through meters, and the meters shall be read monthly by the Town. A separate meter shall be required for each consumer and for each dwelling unit. Gas shall not be purchased for re-sale. (Ord. 1980-7-4, S3, July 7, 1980) (Ord. 1963-6, S3, Sept. 12, 1963)

**18.24.040 Delinquent bills.** Bills for gas service shall be rendered monthly, and shall be delinquent ten (10) days after their rendition. Bills unpaid after ten (10) days following the due date as stated on the bill shall be subject to a collection charge of ten percent (10%) on the first \$3.00 of unpaid billing, and three percent (3%) on the balance of unpaid billing in excess of \$3.00. Unpaid utility bills are the ultimate responsibility of the landlord/property owner. The Town of Grandview will exercise its right to collect unpaid utility bills from the landlord or property owner if any renter/leasee fails to pay. If any bill shall remain delinquent for a period of forty-five (45) days or more, a collection fee of \$25.00 shall be added to bills that have not been paid within 45 days of billing. If a delinquent bill has to be processed by the Sheriff's Department (Civil Warrant) their charge of \$35.00 or more will be added to the total amount due. The gas service shall be disconnected and shall not be reconnected except upon payment of all delinquent bills, together with a reconnection charge of \$35.00, provided, however, that in case of a change in occupancy of any premises, the new occupant shall not be charged with the delinquencies of the prior occupant, but the gas shall be reconnected upon the payment of the reconnection charge. (Ord. 2001-09-19, S4, Oct. 10, 2001) (Ord. 1980-7-4, S4, July 7, 1980) (Ord. 1963-6, S4, Sept. 12, 1963)

**18.24.050 Tap-in fee.** The tap-in fee from the gas main to the meter shall be at least \$685.00 in addition to deposits or other fees. Connections which require more than 25 feet will be charged an additional \$20.00 per foot to the meter.

A contract for service shall be made and all appropriate charges paid in advance of making the initial test of the customer's pipes and turning on the gas service for the customer. No service connection will be turned on unless the customer's piping and appliances pass the tests and the Certificate of the Installers has been properly filled out and signed. Additional tests, if required by customers due to defective pipe or connections, may be made at any time at \$20.00 per test. (Ord.

2001-11-07, Nov. 7, 2001) (Ord. 2001-09-19, S2, Oct. 10, 2001) (Ord. 1980-7-4, S5, July 7, 1980) (Ord. 1963-6, S5, Sept. 12, 1963)

**18.24.060 Meter deposit.** A meter deposit of \$50.00 will be required for users who own the property being served. A meter deposit of \$100.00 will be required for users who do not own the property being served. Meter deposits are kept in escrow by the Clerk-Treasurer of the Town of Grandview until such time as the depositor or his/her heirs have the meter removed. The meter deposit, less the amount of any current bill owing, shall be refunded to the customer making such deposit at such time as said customer shall be disconnected from gas service. Any requests for refunds due to mistakes in billing or meter reading shall be made within five (5) days of receiving the bill. (Ord. 2001-11-07, S3, Nov. 7, 2001) (Ord. 2001-09-19, S3, Oct. 10, 2001) (Ord. 1980-7-4, S6, July 7, 1980) (Ord. 1963-6, S6, Sept. 12, 1963)

**18.24.070 Separate account for receipts to be in accordance with bond ordinance.** All moneys received as charges for the services of the gas system shall be deposited in a bank account separate and distinct from the bank accounts in which other Town funds are held. Said funds shall be administered and allocated in strict accordance with the provisions of Ordinance No. 1963-5 of said Town, authorizing the issuance of Seventy-one Thousand Dollars (\$71,000.00) Natural Gas Revenue Bonds. (Ord. 1980-7-4, S7, July 7, 1980) (Ord. 1963-6, S7, Sept. 12, 1963)

**18.24.080 Available service to economically feasible consumers in and near Town.** Service shall be available to all prospective residential, commercial and other consumers in and near the Town of Grandview, Indiana, provided that service is economically feasible. The Board of Trustees reserves the right to determine feasibility and to accept or reject, based on such determination, any application for service. (Ord. 1980-7-4, S8, July 7, 1980) (Ord. 1963-6, S8, Sept. 12, 1963)

**18.24.090 Turn-on charge.** If gas is cut off at the request of the customer and within twelve (12) months thereafter the customer requests that gas service be resumed at the same address, there will be a Twenty-five Dollar (\$25.00) service charge payable prior to turning on of the gas. (Ord. 1980-7-4, S9, July 7, 1980) (Ord. 1963-6, S9, Sept. 12, 1963)

## Chapter 18.36

### SEWER USE ORDINANCE

#### Sections:

- 18.36.010 Definitions**
- 18.36.020 Use of public sewers required**
- 18.36.030 Public sewage disposal**
- 18.36.040 Building sewers and connections**
- 18.36.050 Use of the public sewers**
- 18.36.060 Protection from damage**
- 18.36.070 Powers and authority of Inspectors**
- 18.36.080 Penalties**
- 18.36.090 Validity**
- 18.36.100 Effective date**

**18.36.010 Definitions.** Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

- (1) "Sewage works" shall mean all facilities for collecting, pumping, treating, and disposing of sewage. (Ord. 1972-3, S1(a), July 11, 1972) (Ord. 1971-3, SI(A), May 3, 1971)
- (2) "Superintendent" shall mean the Superintendent of the municipal sewage works of the Town of Grandview, Indiana, or his authorized deputy, agent or representative. (Ord. 1972-3, S1(b), July 11, 1972) (Ord. 1971-3, SI(B), May 3, 1971)
- (3) "Inspector" shall mean the person or persons duly authorized by the Town, through its Board of Trustees, to inspect and approve the installation of building sewers and their connection to the public sewer system. (Ord. 1972-3, S1(c), July 11, 1972) (Ord. 1971-3, SI(C), May 3, 1971)
- (4) "Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present. (Ord. 1972-3, S1(d), July 11, 1972) (Ord. 1971-3, SI(D), May 3, 1971)
- (5) "Sewer" shall mean a pipe or conduit for carrying sewage. (Ord. 1972-3, S1(e), July 11, 1972) (Ord. 1971-3, SI(E), May 3, 1971)
- (6) "Public sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority. (Ord. 1972-3, S1(f), July 11, 1972) (Ord. 1971-3, SI(F), May 3, 1971)

- (7) "Combined sewer" shall mean a sewer receiving both surface runoff and sewage. (Ord. 1972-3, S1(g), July 11, 1972) (Ord. 1971-3, SI(G), May 3, 1971)
- (8) "Sanitary sewer" shall mean a sewer which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted. (Ord. 1972-3, S1(h), July 11, 1972) (Ord. 1971-3, SI(H), May 3, 1971)
- (9) "Storm drain" (sometimes termed "storm sewer") shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water. (Ord. 1972-3, S1(i), July 11, 1972) (Ord. 1971-3, SI(I), May 3, 1971)
- (10) "Sewage treatment plant" shall mean any arrangement of devices and structures used for treating sewage. (Ord. 1972-3, S1(J), July 11, 1972)
- (11) "Industrial wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage. (Ord. 1972-3, S1(k), July 11, 1972) (Ord. 1971-3, SI(J), May 3, 1971)
- (12) "Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce. (Ord. 1972-3, S1(l), July 11, 1972) (Ord. 1971-3, SI(K), May 3, 1971)
- (13) "Properly shredded garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension. (Ord. 1972-3, S1(m), July 11, 1972) (Ord. 1971-3, SI(L), May 3, 1971)
- (14) "Sanitary building drain" shall mean that part of the lowest horizontal piping of the sanitary drainage system inside the walls of any building, which receives the discharge from soil or waste stacks and branches and conveys the same to a point three (3) feet outside the building walls where it connects with its respective building sewer. (Ord. 1972-3, S1(n), July 11, 1972) (Ord. 1971-3, SI(M), May 3, 1971)
- (15) "Building sewer" shall mean the extension from the building drain to the public sewer or other place of disposal. (Ord. 1972-3, S1(o), July 11, 1972) (Ord. 1971-3, SI(N), May 3, 1971)
- (16) "B.O.D." (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic

matter under standard laboratory procedure in five (5) days at 20° C, expressed in milligrams per liter. (Ord. 1972-3, S1(p), July 11, 1972) (Ord. 1971-3, SI(O), May 3, 1971)

- (17) "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution. (Ord. 1972-3, S1(q), July 11, 1972) (Ord. 1971-3, SI(P), May 3, 1971)
- (18) "Suspended solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering. (Ord. 1972-3, S1(r), July 11, 1972) (Ord. 1971-3, SI(Q), May 3, 1971)
- (19) "Natural outlet" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater. (Ord. 1972-3, S1(s), July 11, 1972) (Ord. 1971-3, SI(R), May 3, 1971)
- (20) "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently. (Ord. 1972-3, S1(t), July 11, 1972) (Ord. 1971-3, SI(S), May 3, 1971)
- (21) "Slug" shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation. (Ord. 1972-3, S1(u), July 11, 1972)
- (22) "Person" shall mean any individual, firm, company, association, society, corporation, or group. (Ord. 1972-3, S1(v), July 11, 1972) (Ord. 1971-3, SI(T), May 3, 1971)
- (23) "Shall" is mandatory; "may" is permissive. (Ord. 1972-3, S1(w), July 11, 1972) (Ord. 1971-3, SI(U), May 3, 1971)

#### **18.36.020 Use of public sewers required.**

- (1) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the Town, or in any area under the jurisdiction of said Town, any human or animal excrement, garbage, or other objectionable waste. (Ord. 1972-3, S2(a), July 11, 1972) (Ord. 1971-3, S2(A), May 3, 1971)
- (2) It shall be unlawful to discharge to any natural outlet within said Town, or in any area under the jurisdiction of said Town, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this

Ordinance. (Ord. 1972-3, S2(b), July 11, 1972) (Ord. 1971-3, S2(B), May 3, 1971)

- (3) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage. (Ord. 1972-3, S2(c), July 11, 1972) (Ord. 1971-3, S2(C), May 3, 1971)
- (4) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes, situated within the Town and abutting on any street, alley or right-of-way in which there is now located a public sanitary or combined sewer of the Town, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within ninety (90) days after date of official notice to do so, provided that said public sewer is within one hundred, (100) feet of the property line (Ord. 1972-3, S2(d), July 11, 1972) (Ord. 1971-3, S2(D), May 3, 1971)

#### **18.36.030 Public sewage disposal.**

- (1) Where a public sanitary or combined sewer is not available under the provisions of Section 18.36.020(4), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section. (Ord. 1972-3, S3(a), July 11, 1972) (Ord. 1971-3, S3(A), May 3, 1971)
- (2) Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the Superintendent. The application for such permit shall be made on a form furnished by the Town, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the Superintendent. A permit and inspection fee of Fifteen Dollars (\$15.00) shall be paid to the Town at the time the application is filed. (Ord. 1972-3, S3(b), July 11, 1972)
- (3) A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Superintendent. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Superintendent when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within Twenty-four (24) hours of the receipt of notice by the Superintendent. (Ord. 1972-3, S3(c), July 11, 1972)
- (4) The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the State

Board of Health of the State of Indiana. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than Fifteen thousand (15,000) square feet. No septic tank or cesspool shall be permitted to discharge to any natural outlet. (Ord. 1972-3, S3(d), July 11, 1972)

- (5) At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in Section 18.36.030(4), a direct connection shall be made to the public sewer in compliance with this ordinance, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material. (Ord. 1972-3, S3(e), July 11, 1972) (Ord. 1971-3, S3(c), May 3, 1971)
- (6) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the Town. (Ord. 1972-3, S3(f), July 11, 1972) (Ord. 1971-3, S3B, May 3, 1971)
- (7) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the Health Officer. (Ord. 1972-3, S3(g), July 11, 1972) (Ord. 1971-3, S3D, May 3, 1971)
- (8) When a public sewer becomes available, the building sewer shall be connected to said sewer within sixty (60) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 1972-3, S3(h), July 11, 1972)

#### **18.36.040 Building sewers and connections.**

- (1) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Clerk-Treasurer. (Ord. 1972-3, S4(a), July 11, 1972) (Ord. 1971-3, S4A, May 3, 1971)
- (2) There shall be two (2) classes of building sewer permits:
  - A. For residential and commercial service, and
  - B. For service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a special form furnished by the said Town. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Inspector. A permit and inspection fee of Five Dollars (\$5) for a residential or commercial building

sewer permit and Fifteen Dollars (\$15) for an industrial building sewer permit shall be paid to the Clerk-Treasurer at the time the application is filed. (Ord. 1972-3, S4(b), July 11, 1972) (Ord. 1971-3, S4B, May 3, 1971)

- (3) All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner: The owner shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (Ord. 1972-3, S4(c), July 11, 1972) (Ord. 1971-3, S4C, May 3, 1971)
- (4) A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer. (Ord. 1972-3, S4(d), July 11, 1972) (Ord. 1971-3, S4D, May 3, 1971)
- (5) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the said Inspector, to meet all requirements of this ordinance. (Ord. 1972-3, S4(e), July 11, 1972) (Ord. 1971-3, S4E, May 3, 1971)
- (6) The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Town. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9 shall apply. (Ord. 1972-3, S4(f), July 11, 1972) (Ord. 1971-3, S4F, G, H, May 3, 1971)
- (7) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer. (Ord. 1972-3, S4(g), July 11, 1972) (Ord. 1971-3, S4I, J, May 3, 1971)
- (8) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer. (Ord. 1972-3, S4(h), July 11, 1972)

- (9) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Town, or the procedures set forth in appropriate specifications of the A.S.T.M. and the W.P.C.F. Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation. (Ord. 1972-3, S4(i), July 11, 1972) (Ord. 1971-3, S4K, May 3, 1971)
- (10) The applicant for the building sewer permit shall notify the said Inspector when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the said Inspector or his representative. (Ord. 1972-3, S4(j), July 11, 1972) (Ord. 1971-3, S4L, May 3, 1971)
- (11) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the said Town. (Ord. 1972-3, S4(k), July 11, 1972) (Ord. 1971-3, S4M, May 3, 1971)

**18.36.050 Use of the public sewers.**

- (1) No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. (Ord. 1972-3, S5(a), July 11, 1972) (Ord. 1971-3, S5A, May 3, 1971)
- (2) Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the said Superintendent. Industrial cooling water or unpolluted process waters may be discharged, on approval of the said Superintendent, to a storm sewer, combined sewer, or natural outlet. (Ord. 1972-3, S5(b), July 11, 1972)
- (3) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:
  - A. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
  - B. Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or

animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.

- C. Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
  - D. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders. (Ord. 1972-3, S5(c), July 11, 1972)
- (4) No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Superintendent that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the Superintendent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:
- A. Any liquid or vapor having a temperature higher than one hundred fifty degrees (150°) F (65° C).
  - B. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two degrees (32°) and one hundred fifty degrees (150°) F (0 and 65° C)
  - C. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Superintendent.

- D. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- E. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Superintendent for such materials.
- F. Any waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the Superintendent as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving waters.
- G. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.
- H. Any waters or wastes having a pH in excess of 9.5.
- I. Materials which exert or cause:
  - (a) Unusual concentrations of inert, suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
  - (b) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
  - (c) Unusual B.O.D., chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
  - (d) Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
- J. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction

over discharge to the receiving waters. (Ord. 1972-3, S5(d), July 11, 1972) (Ord. 1971-3, S5B, May 3, 1971)

- (5) If any waters or wastes are discharged, or are proposed to be discharged, to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 18.36.050(4) of this section, and which in the judgment of the Superintendent may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent may:
  - A. Reject the wastes;
  - B. Require pretreatment to an acceptable condition for discharge to the public sewers;
  - C. Require control over the quantities and rates of discharge; and/or
  - D. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Section 18.36.050(10) of this section.

If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plans and equipment shall be subject to the review and approval of the Superintendent and subject to the requirements of all applicable codes, ordinances, and laws. (Ord. 1972-3, S5(e), July 11, 1972) (Ord. 1971-3, S5D, May 3, 1971)

- (6) Grease, oil, and sand interceptors shall be provided when, in the opinion of the said Inspector, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. (Ord. 1972-3, S5(f), July 11, 1972) (Ord. 1971-3, S5C, May 3, 1971)
- (7) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense. (Ord. 1972-3, S5(g), July 11, 1972)
- (8) When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a

suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. (Ord. 1972-3, S5(h), July 11, 1972) (Ord. 1971-3, S5E, May 3, 1971)

- (9) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest down-stream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a twenty-four (24) hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, B.O.D. and suspended solids analyses are obtained from twenty-four (24) hour composites of all outfalls whereas pH's are determined from periodic grab samples.) (Ord. 1972-3, S5(i), July 11, 1972) (Ord. 1971-3, S5E, May 3, 1971)
- (10) No statement contained in this section shall be construed as preventing any special agreement or arrangement between the Town and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Town for treatment, subject to payment therefor, by the industrial concern. (Ord. 1972-3, S5(j), July 11, 1972)

**18.36.060 Protection from damage.** No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the municipal sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 1972-3, S6, July 11, 1972) (Ord. 1971-3, SVI, May 3, 1971)

**18.36.070 Powers and authority of Inspectors.**

- (1) The Superintendent, Inspector, and other duly authorized employees of the Town bearing proper credentials and identification

shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this ordinance. The Superintendent or his representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment. (Ord. 1972-3, S7(a), July 11, 1972) (Ord. 1971-3, SVII, May 3, 1971)

- (2) While performing the necessary work on private properties referred to in Section 18.36.070(1) above, the Superintendent or duly authorized employees of the Town shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the Town's employees and the Town shall indemnify the company against loss or damage to its property by Town employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in Section 18.36.050(8). (Ord. 1972-3, S7(b), July 11, 1972)
- (3) The Superintendent and other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter all private properties through which the Town holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Ord. 1972-3, S7(c), July 11, 1972)

### **18.36.080 Penalties.**

- (1) Any person found to be violating any provision of this ordinance except Section 18.36.060 shall be served by the Town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. (Ord. 1972-3, S8(a), July 11, 1972) (Ord. 1971-3, SVIIIA, May 3, 1971)
- (2) Any person who shall continue any violation beyond the time limit provided for in Section 18.36.080(1) shall be guilty of a misdemeanor and on conviction thereof shall be fined in an amount not exceeding Ten Dollars (\$10) for each violation. Each day in which any such

violation shall continue shall be deemed a separate offense. (Ord. 1972-3, S8(b), July 11, 1972) (Ord. 1971-3, SVIII B, May 3, 1971)

- (3) Any person violating any of the provisions of this ordinance shall become liable to the Town for any expense, loss, or damage occasioned the Town by reason of such violation. (Ord. 1972-3, S8(c), July 11, 1972) (Ord. 1971-3, SVIIIC, May 3, 1971)

**18.36.090 Validity.** All ordinances or parts of ordinances in conflict herewith are hereby repealed. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts. (Ord. 1972-3, S9, July 11, 1972) (Ord. 1971-3, SX, May 3, 1971)

**18.36.100 Effective date.** This ordinance shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law. Passed and adopted by the Board of Trustees of the Town of Grandview, on the 11<sup>th</sup> day of July, 1972. (Ord. 1972-3, S10, July 11, 1972) (Ord. 1971-3, SXI, May 3, 1971)

## Chapter 18.38

### SEWER RATES AND CHARGES

#### Sections:

- 18.38.010 Rates and charges**
- 18.38.020 Strength and character of sewage**
- 18.38.030 Billing**
- 18.38.040 Enforcing by-laws and regulations**
- 18.38.050 Harmful wastes prohibited**

**18.38.010 Rates and charges.** For the use of and the service rendered by said sewage works, rates and charges shall be collected from the owners of each and every lot, parcel of real estate or building that is connected with the Town's sanitary sewer system or otherwise discharges sanitary sewage, industrial wastes, water or other liquids, either directly or indirectly, in the sanitary sewer system of the Town, which rates and charges shall be payable as hereinafter provided and shall be in an amount determinable as follows:

<u>Type of User</u>	<u>Charge Per Month</u>
<u>Metered Users</u>	
<u>Rate per month</u>	
Residential User and Commercial User	
- Base	\$ 24.90
- Flow (rate per 1,000 gallons)	4.95
<u>Unmetered Users</u>	
<u>Rate per month</u>	
(User who is not connected to Town Water System)	\$ 35.70

For the service rendered to the Town, the Town shall be subject to the same rates and charges hereinabove provided or to rates and charges established in harmony therewith. (Ord. 2006-04-20A, May 18, 2006) (Ord. 2003-5-5, May 5, 2003) (Ord. 1998-11-2, S1, Nov. 2, 1998) (Ord. 1982-12-6A, S1, Dec. 27, 1982) (Ord. 1972-2, S1, July 11, 1972)

**18.38.020 Strength and character of sewage.** In order that the rates and charges may be justly and equitably adjusted to the services rendered, the Town shall have the right to base its charges not only on the above flat rates, but also on the strength and character of the sewage and waste which it is required to dispose of. The Town shall have the right to measure and determine the strength and content of all sewage and waste discharged, either directly or indirectly, into the

Town's sanitary sewer system in such manner and by such method as may be deemed practical in the light of the conditions and attending circumstances of the

case in order to determine the proper charge. Any and all commercial and industrial installations shall be so controlled and/or treated as to the sewage strength that their effluent discharge to the Town's sewers shall have a B.O.D. (biochemical oxygen demand) not to exceed 300 parts per million and suspended solids not to exceed 350 parts per million at any time. The Board of Trustees is authorized to prohibit the dumping of wastes into the Town's sewer system which, in its discretion, are deemed harmful. (Ord. 1972-2, S2, July 11, 1972)

**18.38.030 Billing.** The rates and charges shall be prepared and billed by the Town monthly, as the Town may deem appropriate and as determined by the by-laws and regulations of the Town as hereinafter provided for, and shall be collected in the manner provided by law and ordinance. Said rates and charges will be billed to the tenant or tenants occupying the property served unless otherwise requested in writing by the owners, but such billing shall in no wise relieve the owner from liability in the event payment is not made as herein required. The owners of the properties served, which are occupied by tenants, shall have the right to examine the collection records of the Town for the purpose of determining whether such rates and charges have been paid by such tenants, provided that such examination shall be made in the office in which said records are kept and during the hours that such office is open for business. (Ord. 1972-2, S4, July 11, 1972)

Water and Wastewater Tap-in fee. See water and wastewater tap-in fee in Section 18.06.010. Sewage systems from the customer location must have a back flow prevention valve (or check valve.) The sewer hook-up must be inspected before it is covered, by the Town's agent and a \$25.00 inspection fee will be charged. Let it be noted that inspections requested on weekends will be \$50.00 rather than \$25.00. (Ord. 2001-11-07, S2, Nov. 7, 2001)

**18.38.040 Enforcing by-laws and regulations.** The Town shall make and enforce such by-laws and regulations as may be deemed necessary for the safe, economic and efficient management of the Town sewer system and for the construction and use of house sewers and connections to the sewer system, and for the regulation, collection, rebating and refunding of rates and charges. (Ord. 1972-2, S4, July 11, 1972)

**18.38.050 Harmful wastes prohibited.** The Town of Grandview is hereby authorized to prohibit dumping of wastes into the Town's sewer system which, in its discretion, are harmful to the operation of the sewage works, or to require methods effecting pretreatment of said wastes to reduce the characteristics of the waste satisfactory to the Town. (Ord. 1972-2, S5, July 11, 1972)

## Chapter 18.45

### STREET LIGHTING AGREEMENT WITH SOUTHERN INDIANA GAS AND ELECTRIC COMPANY

#### Sections:

- 18.45.010 Effective when/Termination**
- 18.45.020 Company shall provide, maintain and operate street lights/Town will use and pay for street lighting services**
- 18.45.030 Minimum number of lamps**
- 18.45.040 Monthly bills**
- 18.45.045 Meter Deposits**
- 18.45.050 High pressure sodium lamps**
- 18.45.060 Location of street light**
- 18.45.070 Lights are the property of the Company**
- 18.45.080 Interruption of service**
- 18.45.090 Repairs to service**
- 18.45.100 Amendments to the Agreement**
- 18.45.110 Binding and not to be assigned without consent**
- 18.45.200 Exhibit "A" rates for street lighting service**

**18.45.010 Effective when/Termination.** This Agreement shall become effective as of October 1, 1999, and shall continue thereafter for an initial period of ten (10) years and shall continuously renew thereafter unless terminated with five (5) years written notice in accordance with the terms hereof. (Agreement, S1, Sept. 13, 1999) (Ord. 1981-2-2, Feb. 2, 1981) (Agreement Nov. 16, 1955)

**18.45.020 Company shall provide, maintain and operate street lights/Town will use and pay for street lighting services.** The Company agrees to provide, maintain and operate and the Town agrees to take, use and pay for all streetlighting services in accordance with and subject to all of the terms and conditions of the Company's applicable Tariff, as finally approved by the Indiana Utility Regulatory Commission or successor agency having jurisdiction, a copy of which is attached hereto, made a part hereof and marked Exhibit A, and/or such other additional, supplemental, or new tariff or tariffs as may, during the term hereof, be approved by appropriate regulatory authority. Company agrees to notify Town of any general electric base or street light rate filings made by Company with the Indiana Utility Regulatory Commission. (Agreement, S2, Sept. 13, 1999)

**18.45.030 Minimum number of lamps.** The minimum number of lamps to be provided for, maintained and operated by the Company and for which Company shall supply electrical energy, shall not be less than 70. The Company agrees to provide, maintain and operate the existing lighting system and such additional similar street lamps as the Town may from time to time order, of the kind, character and standard and at the rates per year and upon the terms and

conditions and using the type of streetlighting equipment as provided for in said tariff or tariffs referred to in 18.45.020 of this Chapter, for lighting the public streets, avenues, alleys and public places located in the Town. All orders for the installation of additional lamp shall be made in writing and delivered to the Company. (Agreement, S3, Sept. 13, 1999)

**18.45.040 Monthly bills.** All sums due the Company under this Agreement shall be due and payable by Town in monthly installments, within 30 days of submittal of an accurate invoice for the calendar month during which service is rendered hereunder. The Company will provide upon written request on a biannual basis a complete copy of the current streetlight register for periods ending in December and June or as mutually agreed to and shall continue to show any changes made in the month to month invoicing of streetlights. Upon request by the Town, the Company will provide a current copy of the streetlight billing register. (Agreement, S4, Sept. 13, 1999)

**18.45.045 Meter Deposits.** Meter deposits (Electric (as applicable) are kept in escrow by the Clerk/Treasurer of the Town of Grandview until such time as the depositor or his/her heirs have the meter removed.

Unpaid utility bills are the ultimate responsibility of the landlord/property owner. The Town of Grandview will exercise its right to collect unpaid utility bills from the landlord or property owner if any renter/leasee fails to pay unpaid utility bills within 45 days of normal collection efforts. A \$25.00 collection fee will be added to all delinquent bills over 45 days old. If a delinquent bill has to be processed by the Sheriff's Department (Civil Warrant) their charge of \$35.00 or more will be added to the total amount due. (Ord. 2001-11-07, S3, Nov. 7, 2001)

**18.45.050 High pressure sodium lamps.** Company agrees that it will replace, install, operate and maintain high pressure sodium lamps in all fixtures that currently have high pressure sodium lamps, and Company will replace all incandescent and mercury vapor lamps, as they fail or are otherwise taken out of service by Company, with high pressure sodium lamps; and Town agrees that it will pay therefor in accordance with the Company's applicable tariff or tariffs. (Agreement, S5, Sept. 13, 1999)

**18.45.060 Location of street light.** The Company shall construct, renew and maintain all lamps and structures to be provided by the Company pursuant to this Agreement, and the location of the individual street lights shall remain as presently located, but the Company agrees to change the location of any individual street light, taking it down and erecting it again, as ordered by the Town, at the expense of the Town, upon written request. The right is reserved by the Town or order at the expense of the Company any change or changes made from time to time in the location of any part of the Company's overhead streetlighting system located in the streets, avenues, alleys, easements or public places when such are in the way of any major public improvement of the Town.

The right is reserved by the Town to change the location of any individual street light when necessitated by any third party private convenience within the

judgment of the Board, and, provided, any such change of location shall be made at the expense of the third party requesting it, the amount of such expense to be paid by such third party before such change shall be required to be made. (Agreement, S6, Sept. 13, 1999)

**18.45.070 Lights are the property of the Company.** All lamps, structures and facilities incidental to the construction, maintenance and operation of the streetlighting system or systems provided for hereunder, shall be the property of the Company. Upon termination of this Agreement, the Company shall have the right, but shall not be required to, remove any and all lamps, structures and facilities constituting a part of the streetlighting system or systems provided for herein, at its own cost and expense. (Agreement, S7, Sept. 13, 1999)

**18.45.080 Interruption of service.** The Company does not guarantee uninterrupted service to or of the streetlighting system or systems provided for under this Agreement and shall not be liable for any interruption of service due to causes beyond the control of the company, including but not limited to, strikes, lockouts, riots, insurrections, vandalism, war, act of the public enemy, fire from any cause, explosions, mechanical failures, accidents, restraint of government, state or municipal interference, breakdowns, injuries to machinery, transmission or distribution systems, faults in equipment or outages, necessary repairs and renewals, or acts of God, provided, however, that the Company shall make all reasonable efforts to renew or restore the operation of such portion or portions of said streetlighting system as may be damaged or destroyed. Except as herein above provided, the Company agrees to act reasonably to keep each lamp lighted and in full operation continuously during the periods of one-half hour after sunset and one-half hour before sunrise each night and except where caused by any of the above enumerated acts the Company will repair and replace all broken, failed or damaged poles and lamps, when aware of the need for such repair or replacement, keep the lamps clean, and in general maintain the streetlighting system and improvements thereof in good operating condition. (Agreement, S8, Sept. 13, 1999)

**18.45.090 Repairs to service.** All construction, renewals, lighting, maintenance and repair shall be done by and at the expense of the Company, it being the true intent and meaning of this Contract that the Town shall be at no expense for the provision, energy, operation, maintenance and repair of the system beyond the amount paid for said lighting at the contract price except as otherwise specifically set forth in this Contract.

The Company shall not at any time open or encumber more of any street, avenue, alley, or public place than shall be necessary, and any such opening or encumbrance shall not be permitted to remain for a longer period than may be reasonably necessary.

Town shall not charge Company any fee or other consideration for Company's work in or occupation of public streets, avenues, alleys or public places. Company shall be responsible for the cost of any repair to public property

required by its work in or excavation of any public way or place. (Agreement, S9, Sept. 13, 1999)

**18.45.100 Amendments to the Agreement.** This Agreement may be amended at any time with the written consent of the parties. The parties agree to negotiate in good faith to modify any inequitable provision of this Agreement upon the reasonable request of either party. (Agreement, S10, Sept. 13, 1999)

**18.45.110 Binding and not to be assigned without consent.** This Agreement when executed by the respective parties hereto shall be the valid and binding obligation of each of said parties and shall not be assigned by either party without prior written consent of the other party. (Agreement, S11, Sept. 13, 1999)

**18.45.200 Exhibit "A" rates for street lighting service.**

**Southern Indiana Gas  
And Electric Company**

**P.S.C.I. No. E-10 N.S.  
Original Sheet No. 36**

**RATE "SL-1"  
STREET LIGHTING SERVICE**

AVAILABILITY. Available for standard street and highway lighting service to any incorporated City or Town, located in the service area of the Company, in which the Company owns and operates the electric distribution system. Service rendered hereunder is predicated upon the execution by the Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by the Company.

NATURE OF SERVICE. The Company will furnish, install, own and operate all equipment comprising the street lighting system, including poles, fixtures, street lighting circuits, transformers, luminaries and all appurtenances necessary to supply service hereunder. All equipment shall be of standard design and construction as approved by the Company. Company will supply electric energy, replace lamps, repair and maintain all equipment. The Company reserves the right to furnish such service form either series or multiple circuits, or both.

ANNUAL RATE. (Payable in equal monthly installments)

- (1) Series and/or multiple incandescent lamp street lighting rates limited to lamps in use and/or in order as of August 1, 1968:

<u>Overhead Construction-Wood Poles</u>	<u>Rate Per Lamp Per Year</u>	
	<u>Radial Wave Reflectors</u>	<u>Enclosing Globe</u>
1,000 Lumen	\$ 23.99	-
2,500 Lumen	32.00	\$ 35.60
6,000 Lumen	52.36	55.99

Overhead Construction-Metal Poles

6,000 Lumen	-	77.84
10,000 Lumen	-	94.52

Park Construction-Park Standards

2,500 Lumen	-	39.32
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Underground Construction-Metal Poles

6,000 Lumen	-	99.62
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(2) Series and/or multiple mercury vapor lamp street lighting rates limited to lamps in use and/or on order as of December 31, 1980:

<u>Overhead Construction</u>	<u>Rate Per Unit Per Year</u>	
	<u>Wood Poles</u>	<u>Metal Poles</u>
175 Watt (approximately 8,000 Lumens)	\$ 71.95	\$ 111.27
Twin arm 175 Watt (approximately 16,000 Lumens), maximum arm length 15'... 180° mounting)	-	200.73
250 Watt (approximately 11,000 Lumens)	98.90	133.84
400 Watt (approximately 20,000 Lumens)	122.17	142.56
Twin arm 400 Watt (approximately 40,000 Lumens), maximum arm length 15'... 180° mounting)	-	252.37
1000 Watt (approximately 54,000 Lumens)	183.23	226.93
Twin arm 1000 Watt (approximately 108,000 Lumens)	-	392.72

Underground Construction where breaking and replacing pavement and/or sidewalk is not required

	<u>Rate Per Unit Per Year</u>
	<u>Metal Poles</u>
175 Watt (approximately 8,000 Lumens)	\$ 120.01
Twin arm 175 Watt (approximately 16,000 Lumens), maximum arm length 15'... 180° mounting)	215.27
400 Watt (approximately 20,000 Lumens) (where direct burial cable and imbedded type pole is used)	208.00
Twin arm 400 Watt (approximately 40,000 Lumens), maximum arm length 15'... 180° mounting (where direct burial cable and imbedded type pole is used)	319.23
400 Watt (approximately 20,000 Lumens), (where conduit and anchor base pole is used)	251.61
1000 Watt (approximately 54,000 Lumens)	314.17
Twin arm 1000 Watt (approximately 108,000 Lumens)	453.83

(3) Series and/or multiple high pressure sodium street lighting rates.

<u>Overhead Construction</u>	<u>Rate Per Unit Per Year</u>	
	<u>Wood Poles</u>	<u>Metal Poles</u>
100 Watt (approximately 8,000 Lumens)	\$ 71.95	\$ 111.27
Twin arm 100 Watt (approximately 16,000 Lumens), maximum arm length 15'... 180° mounting	-	200.73
200 Watt (approximately 20,000 Lumens)	122.17	142.56
Twin arm 200 Watt (approximately 40,000 Lumens), maximum arm length 15'... 180° mounting	-	252.37
400 Watt (approximately 45,000 Lumens)	183.23	226.93
Twin arm 400 Watt (approximately 90,000 Lumens)	-	392.72

Underground Construction where breaking and replacing pavement and/or sidewalk is not required

	<u>Rate Per Unit Per Year</u>
	<u>Metal Poles</u>
100 Watt (approximately 8,000 Lumens)	\$ 120.01
Twin arm 100 Watt (approximately 16,000 Lumens), maximum arm length 15'... 180° mounting	215.27
200 Watt (approximately 20,000 Lumens) (where direct burial cable and imbedded type pole is used)	208.00
Twin arm 200 Watt (approximately 40,000 Lumens), maximum arm length 15'... 180° mounting (where direct burial cable and imbedded type pole is used)	319.23
200 Watt (approximately 20,000 Lumens), (where conduit and anchor base pole is used)	251.61
400 Watt (approximately 45,000 Lumens)	314.17
Twin arm 400 Watt (approximately 90,000 Lumens)	453.83

In lieu of the annual rates herein set forth for underground service, the Customer may elect to pay to the Company prior to the installation of such underground service, the difference between the amount of investment required for the underground system and the amount required for a comparable overhead system. In the event the Customer makes such election and payment, the rates herein provided for comparable overhead service shall apply.

**PAYMENT.** Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

HOURS OF BURNING. Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

CONTRACT PERIOD. Written contract for a term of not less than ten (10) years.

CONDITION OF SERVICE. Service governed by Company's general terms and conditions applicable to electric service.

## Chapter 18.48

### CABLE TELEVISION FRANCHISE

#### Sections:

**18.48.010 Consent to assignment**

**18.48.020 Assignment and assumption of franchise**

**18.48.010 Consent to assignment.** The Town of Grandview, (the "Town") hereby consents to the Assignment and Assumption of Franchise between NewPath Communications, L.C. ("Seller"), and Galaxy American Communications, L.L.C. or its affiliated designee ("Buyer") attached hereto as Exhibit 1 (the "Assignment and Assumption"), which provides for the transfer and assignment by Seller to Buyer of the cable television franchise of the Town of Grandview granted by Ordinance 9261988 dated September 26, 1988, (the "Franchise") in the matter and form set herein.

The Town of Grandview further consents:

- (1) To Buyer's collateral assignment of, or grant of a security interest in, the Franchise to Buyer's lenders to secure indebtedness or other obligations which may be incurred by Buyer with respect to the cable television system to be operated by Buyer pursuant to the Franchise; and
- (2) To the exercise by such lenders of their rights as secured parties in and to the Franchise in the event of a default by Buyer in the payment of its indebtedness or the performance of its obligations secured by such security interest; provided, though, that nothing contained herein shall constitute a waiver of any rights of the Town to approve any subsequent transfer or assignment of the Franchise.

The Town hereby confirms that said cable television Franchise is valid and binding and in full force and effect, that Seller is the present franchisee thereunder and, to the best knowledge of the Town, Seller is in compliance in all material respects with the terms of the Franchise, and there are no impediments to future renewals.

The Town understands that the execution of the Assignment and Assumption by Buyer and Seller, and the assumption by Buyer of the Franchise are contingent upon, and shall occur at the time of, the consummation of the Purchase Agreement referred to in the Assignment and Assumption, and further, that the transfer of Franchise contemplated herein shall be effective upon the consummations of said Purchase Agreement. (Franchise Assignment, Feb. 1, 1999) (Ord. 9261988, Sept. 26, 1988) (Ord. unnumbered, Dec. 1, 1980)

**18.48.020 Assignment and assumption of franchise.** This Assignment and Assumption of Franchise is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between Galaxy American Communications, L.L.C. (“Buyer”), and NewPath Communications, L.C. (“Seller”).

Whereas, Buyer and Seller are parties to that certain Asset Purchase Agreement dated \_\_\_\_\_, 1998 (the “Purchase Agreement”), providing for the sale, transfer, assignment, and conveyance to Buyer of the Assets (as defined in the Purchase Agreement) relating to the operation of those certain cable television systems serving certain counties, cities and towns, as listed in Schedule A to the Purchase Agreement, located in the States of Indiana and Illinois, in accordance with and subject to the terms and conditions set forth therein, and

Whereas, Seller is the holder of the cable television franchise granted by the Town of Grandview, pursuant to the Ordinance 9261988, dated September 26, 1988 (the “Franchise”), and

Whereas, in the Purchase Agreement it was agreed, subject to the granting of the necessary consents by the Town of Grandview, that upon consummation of the Purchase Agreement, Seller would transfer and assign the Franchise to Buyer, and Buyer would assume the Franchise; and

Whereas, the Town of Grandview has authorized such transfer and assignment by Seller, and such assumption by Buyer and of the Franchise.

Now, Therefore, in consideration of the payment by Buyer of the purchase price pursuant to the Purchase Agreement, and in accordance with the terms of the Purchase Agreement, Buyer and Seller agree as follows:

- (1) Assignment. Seller does hereby sell, assign, and transfer to Buyer all of Seller’s right title and interest in and to the Franchise.
- (2) Assumption. Buyer, and its successors and assigns, shall hold all of Seller’s right, title, and interest in the Franchise, and shall assume and pay, discharge and perform, all the obligations and liabilities of Seller arising during the time period on and after the date thereof under the terms of the Franchise.
- (3) Miscellaneous. This Assignment and Assumptions subject to and controlled by the terms of the Purchase Agreement. This Assignment and Assumption may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument. Any capitalized term not defined herein shall have the meaning given to such term in the Purchase Agreement.

In Witness Thereof, Buyer and Seller have caused this Assignment and Assumption to be duly executed as of the date first written above. (Franchise Assignment, Feb. 1, 1999)