

TITLE 18
UTILITIES

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Chapters:

- 18.04 Water rules and regulations**
- 18.06 Water rates and charges**
- 18.25 Natural gas franchise**

Chapter 18.04

WATER RULES AND REGULATIONS

Sections:

- 18.04.010 No free service**
- 18.04.020 Two or more households using one meter**
- 18.04.030 Temporary hookups**

18.04.010 No free service. No free service of said water system shall be permitted; and each residence, each commercial establishment, and each industry shall be individually metered. (Ord. 652, S2, June 16, 1981)

18.04.020 Two or more households using one meter. In no case will two or more households of a permanent nature be allowed to connect together and obtain water through one meter. Effective January 1, 1970. (Res. 2-1969, S1, Dec. 2, 1969)

18.04.030 Temporary hookups.

- (1) In the case a temporary home such as a trailer or mobile home is connected with a permanent household it must be on the same piece of property as the home with which it is connected with said piece of property being owned by the permanent householder with which the temporary home is connected, this type of hookup only being allowed on a temporary basis,
- (2) In no case will a temporary home be allowed to hook up with a permanent household when the permanent householder does not own the property on which the temporary home is located, and
- (3) Effective as of January 1, 1970. (Res. 2-1969, S2, 3, 4, Dec. 2, 1969)

Chapter 18.06

WATER RATES AND CHARGES

Sections:

18.06.010 Rates and charges

18.06.010 Rates and charges. That there shall be and there are hereby established for the use of and the service rendered by SPURGEON WATER CORPORATION, the following rates and charges, based on the use of water supplied by said waterworks system:

(1)	<u>Metered usage</u>	<u>Rates Per Thousand, Minimum charge 2,500 gallons</u>	
	First 3,000 gallons	\$	7.18
	Next 5,000 gallons		5.94
	Next 17,000 gallons		4.92
	Next 35,000 gallons		4.09
	Over 60,000 gallons		3.28

(Ord. 2010-3, Oct. 3, 2010) (Ord. 2005-2, S1, June 1, 2005) (Ord. 2000-3, S1, Dec. 6, 2000) (Ord. 1998-1, S1, May 6, 1998) (Ord. 652, S1, June 16, 1981) (Ord. 643, pt. S1, Jan. 30, 1979) (Ord. 583, pt. S1, Aug. 22, 1964)

(2)	<u>Minimum Charge</u>	<u>Gallons Allowed</u>	
	5/8 inch meter	2,500	\$ 17.95
	3/4 inch meter	2,500	17.95
	1 inch meter	6,490	42.27
	1 1/2 inch meter	23,525	127.62
	2 inch meter	38,985	192.16
	3 inch meter	60,020	278.09
	4 inch meter	93,375	387.50

(Ord. 2010-3, Oct. 3, 2010) (Ord. 2005-2, S1, June 1, 2005) (Ord. 2000-3, S1, Dec. 6, 2000) (Ord. 1998-1, S1, May 6, 1998) (Ord. 652, S1, June 16, 1981) (Ord. 643, pt. S1, Jan. 30, 1979) (Ord. 583, pt. S1, Aug. 22, 1964)

(3)	<u>Fire Protection</u>	<u>Rate per Annum</u>
	Hydrant rental - per annum	\$ 533.00
	Automatic sprinkler connections – per connection	To be set upon application of first customer
	1-inch connection	
	1-1/2 inch connection	
	2-inch connection	
	3-inch connection	
	4-inch connection	
	6-inch connection	
	8-inch connection	

(Ord. 2005-2, S1, June 1, 2005) (Ord. 2000-3, S1, Dec. 6, 2000) (Ord. 1998-1, S1, May 6, 1998) (Ord. 652, S1, June 16, 1981) (Ord. 643, pt. S1, Jan. 30, 1979) (Ord. 583, pt. S1, Aug. 22, 1964)

Once each year, at the meeting to be held in the month of December, the Town Board shall pass a numbered resolution, pursuant to this Ordinance, specifying whether or not the town shall pay a rental fee to the Town's water utility for the following year, on each hydrant within the corporate limits. If a rental fee is to be paid, then the amount, per hydrant, shall be specified.

In the event no resolution is adopted as called for in this Ordinance, no rental fee shall be paid for the following year. (Ord. 1996-01, S1, S2, Feb. 7, 1996)

(4)	<u>Connection Fee</u>	\$ 350.00
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The charge for a connection requiring a meter size greater than 5/8 or 3/4 inch shall be the actual cost of connection, including labor materials and equipment but not less than \$250.00. (Ord. 2005-2, S1, June 1, 2005) (Ord. 2000-3, S1, Dec. 6, 2000) (Ord. 1998-1, S1, May 6, 1998) (Ord. 659, Sept. 7, 1982) (Ord. 652, S1, June 16, 1981) (Res. 5-1981, Apr. 7, 1981) (Ord. 643, pt. S1, Jan. 30, 1979) (Ord. 583, pt. S1, Aug. 22, 1964)

(5) **Meter Deposits**

A \$75.00 meter deposit will be charged to all new customers who will receive a receipt for said deposit. This amount will be refunded when service is discontinued, or applied to any unpaid water bill. (Ord. 2001-2, S2, Aug. 1, 2001) (Res. 1-1985, Feb. 6, 1985) (Ord. 643, pt. S1, Jan. 30, 1979) (Ord. 2-1967, May 6, 1967)

(6) **Collection of Deferred Payment Charge**

All bills not paid within fifteen (15) days from the due date thereof, as stated in such bills, shall be subject to a collection or deferred payment charge of 10% on the first \$3.00 and 3% on the excess over \$3.00. (Ord. 2005-2, S1, June 1, 2005) (Ord. 2000-3, S2, Dec. 6, 2000) (Ord. 1998-1, S2, May 6, 1998) (Ord. 643, pt. S1, Jan. 30, 1979) (Ord. 583, pt. S1, Aug. 22, 1964)

(7) **Shut Off and Turn On Charge**

A charge of \$25.00 will be charged for shut off and turn on made at the request of the user or for turn on after shut off for nonpayment or delinquency in the payment of a bill. All delinquent charges shall be paid before resumption of service will be permitted. (Ord. 2001-2, S1, Aug. 1, 2001) (Ord. 643, pt. S1, Jan. 30, 1979) (Ord. 583, pt. S1, Aug. 22, 1964)

(8) **Reconnection of a Water Meter for Non-payment.** When a customer is disconnected for non-payment, in addition to the reconnect fee, said customer will also be required to pay the entire balance on their account in order to have service reconnected. Paying the entire balance ensures that said customer will not appear on the subsequent disconnect list. (Ord. 2006-2, Aug. 2, 2006)

(9) **Unauthorized Reconnection Fee**

That when a water meter turned off by the Spurgeon Water Corporation for non-payment has been found by the Water Superintendent and the Clerk-Treasurer to have been turned back on by the customer before payment has been made and without the express permission of the Clerk-Treasurer, said meter will be taken out of service and the customer will be charged a \$75.00 fee in addition to the turn-on fee and the past due balance, in order to have water service resumed. (Ord. 2001-2, S3, Aug. 1, 2001)

(10) **Reconnection Due to Delinquent Bill**

- A. If a delinquent bill is not paid within 6 months after being cut off for non-payment that the property owner be given a written notice of the delinquent bill,
- B. If the property owner at the location of the delinquent meter bill does not pay the delinquent bill within 30 days after written notification is sent to him that the delinquent bill be written off as uncollectable and the meter removed, and
- C. If service is again desired at the location where an unpaid bill has been written off that a \$165.00 meter tap-in fee be charged to have a meter re-installed the same as a new location. If the tap-in fee is changed at a future date, the amount in this Resolution will also

change to correspond with the tap-in fee. (Res. 5-1979, Mar. 6, 1979)
(Res. 2-1968, June 4, 1968)

(11) **Temporary Users**

Water furnished to temporary users such as contractors, etc., shall be charged for on the basis of the metered rates hereinabove set forth as estimated and established by the waterworks superintendent. (Ord. 643, pt. S1, Jan. 30, 1979) (Ord. 583, pt. S1, Aug. 22, 1964)

Chapter 18.25

NATURAL GAS FRANCHISE

Sections:

18.25.010	Franchise to SIGECO
18.25.020	Franchise
18.25.030	Execution of documents
18.25.040	Approval by the Public Service Commission of Indiana
18.25.050	No fee for franchise

18.25.010 Franchise to SIGECO. There is hereby issued and granted to Southern Indiana Gas and Electric Company SIGECO by the Town of Spurgeon a franchise granting SIGECO the exclusive right, power and authority to provide, sell and service natural gas within the Town of Spurgeon and to use all public ways, streets and rights of way therefor, without charge. The franchise granted constitutes an indeterminate permit. (Ord. 663, S1, June 4, 1985)

18.25.020 Franchise. The franchise granted and entered into is shown as follows in Exhibit "A". (Ord. 663, S2, June 4, 1985)

18.25.030 Execution of documents. The town and its elected officials and its employees shall take all steps and issue and execute all documents necessary to obtain any additional governmental or regulatory authority for the provision of natural gas and natural gas sales and service to and within the Town of Spurgeon. (Ord. 663, S3, June 4, 1985)

18.25.040 Approval by the Public Service Commission of Indiana. The tariffs, rates, charges, rules and regulations for the provision of natural gas and natural gas sales and service to and within the Town of Spurgeon and to the public shall be as filed with and approved by the Public Service Commission of Indiana. (Ord. 663, S4, June 4, 1985)

18.25.050 No fee for franchise. In consideration of the substantial cost to SIGECO in constructing a new pipeline for the provision of natural gas to the Town of Spurgeon and the surrounding area and in consideration of the public interest in obtaining natural gas which would otherwise be unavailable, no fee, levy, tax or other charge shall be levied or made by the Town of Spurgeon to SIGECO for this franchise. (Ord. 663, S5, June 4, 1985)

Exhibit "A"

NATURAL GAS FRANCHISE AGREEMENT
BETWEEN
TOWN OF SPURGEON, INDIANA, ACTING THROUGH ITS BOARD OF TRUSTEES
AND
SOUTHERN INDIANA GAS AND ELECTRIC COMPANY

THIS AGREEMENT, made this 4th day of June, 1985, between the TOWN OF SPURGEON, INDIANA acting by and through its Board of Trustees (hereinafter called the "Municipality"), Party of the First Part, and SOUTHERN INDIANA GAS AND ELECTRIC COMPANY (Sigeco) (hereinafter sometimes called the "Grantee"), Party of the Second Part,

WITNESSETH, That:

WHEREAS, it is in the best interest of the Municipality and the inhabitants thereof that natural gas be distributed to customers in the Municipality and the Municipality has requested the Grantee to attempt to purchase and obtain a supply of natural gas for such purpose and to attempt to arrange the necessary financing to defray the cost of the plant, property, equipment, facilities and system required for such distribution and natural gas service; and

WHEREAS, the Grantee has expressed a willingness to undertake such action pursuant to such request, but cannot effectively negotiate for the purchase of such natural gas supply or for such financing unless it has a franchise to distribute natural gas in the Municipality;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and each act done or to be done by the

Parties hereunder, the Parties agree as follows:

Section 1. The Municipality hereby grants unto the Grantee, its successors and assigns, an exclusive 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 all other purposes, including the right to transmit, transport, 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 or 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 or conduits.

Section 2. 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.

Section 3. The Grantee may make all necessary excavations 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 exercise reasonable care, by signals, guards, barricades or otherwise, to protect the public from injury to persons and property; and the Grantee shall save and hold the Municipality harmless from all compensatory damages against it, arising on account of any default, or negligence by the Grantee in the construction, maintenance and operation of its gas system within the town, provided the Municipality shall promptly notify the Grantee of any claim or suit. 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.

Section 4. The Grantee will use reasonable care 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 rights 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 other causes beyond the control of the Grantee, its successors or assigns.

Section 5. This Franchise Agreement shall constitute an exclusive 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 provisions, 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 twenty-four months from the date of this Franchise Agreement the Grantee has failed to obtain an agreement for the purchase of a supply of natural gas for distribution to customers in the Municipality, or if, within twelve months after the obtaining of any such agreement the Grantee has failed to

commence construction of the plant, property, equipment, facilities and system required for the distribution of natural gas and the rendering of natural gas service to customers in 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.

Section 6. The natural gas to be furnished to the Municipality and the 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.

Section 7. This Agreement and all of its 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 from and after the date of its being approved by an ordinance duly adopted by the Municipality.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the day, month and year first above written.

TOWN OF SPURGEON, INDIANA

By: BOARD OF TRUSTEES

Margaret Tysing
Jeremia S. Beslie
David Burgess

ATTEST:

Patricia Lindsey
Its town Clerk

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY

By: N. P. Wagner
N. P. Wagner, Its President
and Chief Executive Officer

ATTEST:

A. E. Goebel
A. E. Goebel, Its Secretary