

TITLE 2

BUSINESS REGULATIONS AND LICENSING

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Chapters:

- 2.01 Hours for establishments having pool tables, sports and games**
- 2.04 Peddlers and solicitors**
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Chapter 2.01

HOURS FOR ESTABLISHMENTS HAVING POOL TABLES, SPORTS AND GAMES

Sections:

- 2.01.010 Hours for operation**
- 2.01.020 Penalties for violation**

2.01.010 Hours for operation. Hours for operation of establishments having pool tables and places for sports and games shall be as follows:

Sunday through Thursday-----8:00 a.m. to 11:00 p.m. E.S.T.
Friday and Saturday-----8:00 a.m. to 1:00 a.m. E.S.T.
(Ord. 137, S1, July 5, 1977)

2.01.020 Penalties for violation. Violation of this Chapter is subject to a fine, not to exceed \$100.00 for each offense. (Ord. 137, S2, July 5, 1977)

Chapter 2.04

PEDDLERS AND SOLICITORS

Sections:

- 2.04.010 Definitions**
- 2.04.020 License required**
- 2.04.030 Fees**
- 2.04.040 Marshall appointed inspector**
- 2.04.050 Penalty for violation**

2.04.010 Definitions. “Peddle” and “Hawk” mean to sell, or to offer for sale, any personal property directly to a consumer, either by one going from house to house for the purpose of selling and delivering such property from a vehicle, pack or other container in any street, alley, public square or other public places in said town. (Ord. Passed December 7, 1953)

2.04.020 License required. It is unlawful for any person, firm or corporation to hawk or peddle meat, fruits, vegetables, melons, produce, dairy products, or any other goods, wares or merchandise anywhere within the town limits without having first obtained as hereinafter provided a license to do so. (Ord. Passed December 7, 1953)

2.04.030 Fees. The license fee shall be as follows: for a peddler or hawker, \$1.00 for each vehicle used by the applicant in such business; for an employee, servant, agent or helper of a licensed peddler or hawker, or of a peddler or hawker exempt from obtaining a license, \$1.00; for any persons so vending or peddling on foot, the fees shall be \$1.00 per day, \$25.00 for three months, \$40.00 for six months, or \$50.00 for one year. (Ord. Passed December 7, 1953)

2.04.040 Marshall appointed inspector. The marshall of the Town of English, Indiana, is hereby appointed as license inspector, and any licensee hereunder shall exhibit his license to said marshall on request to do so. (Ord. Passed December 7, 1953)

2.04.050 Penalty for violation. Any person violating any provisions of Chapter shall forfeit and pay to the Town of English the sum of \$25.00 and shall, in addition, forfeit such license. (Ord. Passed December 7, 1953)

Chapter 2.06

CABLE TELEVISION SYSTEM

Sections:

2.06.010	Definitions
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2.06.040	Use of the Streets and Dedicated Easements
2.06.050	Maintenance of the Cable System
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2.06.070	Insurance / Indemnity
2.06.080	Pledge, Assignment of Assets
2.06.090	Cancellation and Expiration
2.06.100	Enforcement of Terms and Conditions
2.06.110	Equal Protection
2.06.120	Notices, Miscellaneous
2.06.130	Franchise Fee
2.06.140	Severability
2.06.150	Effective Date

2.06.010 Definitions.

- A. “Basic Service” means those audio and visual signals carried on the service tier of the Cable System, which includes local off-air television signals. Basic Service shall not include any other tier of service or any premium or pay-per-view channels or services.
- B. “Cable Act” means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. § 521 Supp., as it may be amended or superseded.
- C. “Cable Service” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. “Cable system” or “System” means a system of antennas, cable, wires, lines, towers or any other conductors, converters, equipment or facilities designed, constructed, or operated for the purpose of producing, receiving, amplifying, modifying and distributing audio, video, and other forms of communication or electronic signals for the purpose of providing Cable Services to and from Subscribers within the jurisdictional limits of the Grantor.

- E. “Council” means the Town Council, the governing body of the Grantor.
- F. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the jurisdictional limits of the Grantor.
- G. “Grantee” means Charter Communications Entertainment I, LLC d/b/a Charter Communications (“Charter”), and its permitted successors and assigns.
- H. “Grantor” means the Town of English, Indiana.
- I. “Gross Revenues” means any revenue received by the Grantee from the operation of the Cable System to provide Cable Services within the jurisdictional boundaries of the Grantor, provided, however, that such phrase shall not include any taxes, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC User Fee, or unrecovered bad debt.
- J. “School” means all public and parochial primary and secondary (K-12) schools.
- K. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the jurisdictional boundaries of Grantor.
- L. “Subscriber” means a lawful purchaser of any Cable Service delivered over the Cable System. (Ord. 2004-07, S1, Sept. 13, 2004)

2.06.020 Granting of Franchise. The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Grantor for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. (Ord. 2004-07, S2, Sept. 13, 2004) (Ord. 1999-10, Oct. 14, 1999) (Ord. 1994-08, S1, Oct. 4, 1994) (Res. 82-2, SII, Jan. 4, 1982)

2.06.030 Term. The Franchise shall be for a term of twenty (20) years, commencing on the effective date of this Ordinance. Subsequent renewals shall be pursuant to the renewal provisions of the Cable Act, as it shall provide. (Ord. 2004-07, S3, Sept. 13, 2004)

2.06.040 Use of the Streets and Dedicated Easements.

- A. Grantee shall have the right to use the Streets of the Grantor for the construction, operations and maintenance of the Cable System.
- B. Grantee, at its own cost, shall have the right pursuant to the provisions of this Ordinance to construct, erect, suspend, install, renew, maintain and otherwise own and operate throughout the Streets of the Grantor, as now laid out or dedicated and all extensions thereof and additions thereto in the Grantor, the Cable System, either separately or in conjunction with any public utility operating within the Grantor. The Franchise shall further include the right, privilege, easement and authority to construct, erect, suspend, install, lay, renew, repair, maintain and operate such poles, wires, cable, underground conduits, manholes, ducts, trenches, fixtures, appliances and appurtenances for the purpose of distribution to inhabitants within the jurisdictional limits of the Grantor. Without limiting the generality of the foregoing, the Franchise shall and does hereby include the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
- C. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
- D. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control. (Ord. 2004-07, S4, Sept. 13, 2004)

2.06.050 Maintenance of the Cable System.

- A. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor. The Cable System shall at all times be kept in good repair and in a safe and acceptable condition.
- B. Grantee shall install and maintain the Cable System so as not to interfere with the equipment of any utility of the Grantor or any other entity lawfully and rightfully using the Streets of the Grantor.
- C. All conductors, cables, towers, poles and other components of the Cable System shall be located and constructed by Grantee so as to reasonably minimize interference with access by adjoining property owners to the Streets. (Ord. 2004-07, S5, Sept. 13, 2004)

2.06.060 Service.

- A. Grantee shall provide to its Subscribers broad categories of video programming services.
- B. Grantee shall provide one free outlet of Basic Service to the following public facilities located within two hundred (200) feet of existing service lines of the Grantee and within the jurisdictional limits of the Grantor: Town Hall, each Fire and Police station, public libraries and Schools. No monthly service fee shall be charged for such outlet. Grantee shall provide Basic Service to new construction hereafter for similar public facilities; provided they are within two hundred (200) feet of the existing service lines of Grantee. (Ord. 2004-07, S6, Sept. 13, 2004)

2.06.070 Insurance/Indemnity.

- A. From and after the effective date of this Ordinance, Grantee shall maintain in full force and effect at all times for the full term of the Franchise, at the expense of the Grantee, a comprehensive general liability insurance policy, written by a company authorized to do business in the state, protecting against liability for loss or bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the Cable System by Grantee in the following minimum amounts:

One Million Dollars (\$1,000,000) for property damage in any one occurrence.

One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for general liability insurance.

Worker's compensation coverage in accordance with state law.

- B. The Grantor and its officials and employees shall be named as additional insureds on such policy. The Grantor shall be notified by the insurance company at least thirty (30) days prior to the expiration or cancellation of such insurance policy.
- C. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of

Grantor or for the Grantor's use of the Cable System. (Ord. 2004-07, S7, Sept. 13, 2004)

2.06.080 Pledge, Assignment of Assets. Grantee may not assign the Franchise without first obtaining the written consent of the Council, which consent shall not be unreasonably withheld, provided, however, that Grantee may mortgage or pledge the Franchise for financing purposes or may transfer the Franchise to an affiliated entity upon 30 days' written notice to the Grantor. (Ord. 2004-07, S8, Sept. 13, 2004)

2.06.090 Cancellation and Expiration.

- A. Unless earlier terminated in accordance with this Ordinance, the Franchise shall expire Twenty (20) years after the effective date of this Ordinance.
- B. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- C. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*.
- D. Prevention or delay of any performance under the Franchise due to circumstances beyond the control of Grantee including, but not limited to, natural disasters, employee strikes, war or delays caused by utility companies that affect the Grantees ability to operate shall not be deemed noncompliance with or a violation of this Franchise.
- E. Upon termination of the Franchise, Grantee agrees to remove the Cable System from the Streets of the Grantor, unless Grantor and Grantee agree

that the Cable System can be abandoned in place. (Ord. 2004-07, S9, Sept. 13, 2004)

2.06.100 Enforcement of Terms and Conditions. Either the Grantor or Grantee may institute proceedings in a court of competent jurisdiction to enforce the terms and conditions of this Ordinance. (Ord. 2004-07, S10, Sept. 13, 2004)

2.06.110 Equal Protection. The Grantor shall not authorize or permit any person providing video programming services and/or Cable Services to enter into any part of the Grantor's Streets on terms or conditions more favorable or less burdensome to such person than those applied to the Grantee pursuant to this Franchise, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law. (Ord. 2004-07, S11, Sept. 13, 2004)

2.06.120 Notices, Miscellaneous.

- A. Every notice served upon the Grantor shall be delivered or sent by certified mail, return receipt requested, to:

Town Of English
C/O: Town Council
P.O. Box 258
204 North Main Street
English, Indiana 47118

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Charter Communications
Attn: Vice President of Operations
12405 Powerscourt Drive, 4th Floor - Outer MO
St. Louis, Missouri 63131

With a copy to:

Charter Communications
Attn: Corporate Government Affairs
12405 Powerscourt Drive, 4th Floor
St. Louis, MO 63131

- B. All provisions of this Ordinance shall apply to the respective parties, their successors and assigns.
- C. If any particular section of this Ordinance shall be held invalid, the remaining provisions and their application shall not be affected thereby. (Ord. 2004-07, S12, Sept. 13, 2004)

2.06.130 Franchise Fee.

- A. Grantee shall pay to the Grantor annually an amount equal to three percent (3%) of its Gross Revenues for such calendar year.
- B. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this Section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to ensure proper payment of the fees payable hereunder. (Ord. 2004-07, S13, Sept. 13, 2004)

2.06.140 Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid, unconstitutional or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions thereof. (Ord. 2004-07, S14, Sept. 13, 2004)

2.06.150 Effective Date. This Ordinance shall take effect forty-five (45) days from and after on the date adopted by the Council and upon the Grantee's filing of acceptance. (Ord. 2004-07, S15, Sept. 13, 2004)

Chapter 2.10

STREET LIGHTING AGREEMENT

Sections:

2.10.002	Provisions
2.10.005	Acceptance of Agreement
2.10.010	Company will furnish
2.10.020	Location of Street Lighting
2.10.030	Billing for service
2.10.040	Operation, liability, ownership and rate changes
2.10.050	Term of this agreement
2.10.060	Termination of prior street lighting agreement
2.10.070	Merging of prior agreements
2.10.080	General terms and conditions made a part of this agreement
2.10.090	Binding of agreement

2.10.002 Provisions. Ordinance 81-11, as amended approving a street lighting contract with Public Service Company of Indiana, Inc. and, the Town of English in Crawford County, Indiana, acting by and through the Town Council of said town, desires to enter into a contract with Public Service Company of Indiana, Inc. and, for overhead street lighting service, which said contract has been executed by said Public Service Company of Indiana, Inc. and as so executed is in words and figures as follows, to-wit:

AGREEMENT FOR STREET LIGHTING SERVICE

This agreement made and entered into this 11th day of June, 1981, by and between the Town of English, Indiana acting by and through its Town Council (hereinafter called "customer"), party of the first part, Public Service Company of Indiana, Inc., a corporation organized under the laws of the State of Indiana, (hereinafter called "company"), party of the second part. (Ord. 81-11, June 11, 1981)

2.10.005 Acceptance of agreement. That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby mutually covenant and agree. (Ord. 81-11, June 11, 1981)

2.10.010 Company will furnish. Company will furnish, in accordance with conditions hereinafter set out, all necessary equipment to provide, operate and maintain a street lighting system, and company will furnish electric energy; all for the purpose of furnishing street lighting service to customer. (Ord. 81-11, S1, June 11, 1981)

2.10.020 Location of street lighting. A detail of the locations of the lamps to be supplied for said street lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. D-5569-1, marked Exhibit "A" and made a part hereof the same as if incorporated herein. (Ord. 81-11, SII, June 11, 1981)

2.10.030 Billing for service. The Town of English, Indiana, shall be billed for the lamps listed separately marked Exhibit "B" and made a part hereof the same as if incorporated herein at the amount of three hundred seventy one 56/100 (\$371.56) per month until January 1, 1982. At that time, customer shall be billed for all lamps on the appropriate applicable rate schedule on file with and approved by the Public Service Commission of Indiana. A copy of the currently applicable rate schedule is attached hereto and incorporated herein. (Ord. 81-11, SIII, June 11, 1981)

2.10.040 Operation, liability, ownership and rate changes. The operation of said street lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

- A. Liability. Company shall protect and save customer harmless from any and all loss, damage or liability proximately caused by the negligence of company in the installation and/or maintenance of the street lighting system, but this shall not be construed as an assumption of any liability for injury to or death of any person or for damage to any property caused by the failure of any lamp or lamps to operate.
- B. Ownership of System-Service Lines. All facilities installed by company to provide street lighting service under this agreement are and shall remain the property of company, and the termination of this agreement for any reason whatsoever shall not in any way affect such ownership by company, nor deprive company of the right either to remove any or all property comprising such street lighting system or any part thereof or to use the same in, or in connection with, the rendering of other public utility service by company.
- C. Rate changes. Should any change in the rates provided for herein be lawfully ordered by the Public Service Commission of Indiana, payments for service by customer to company as provided for herein shall thereafter be made upon the basis of such new rates as changed and approved by the Public Service Commission of Indiana. (Ord. 81-11, SIV, June 11, 1981)

2.10.050 Term of this agreement. Service under this agreement shall commence as soon as practicable, and company shall notify customer in writing as to the date on which service hereunder will commence. The initial fixed term of this agreement during which customer shall take and company shall render service hereunder shall be five (5) years from the said date when service commences hereunder, and after the said initial fixed term of five (5) years this agreement shall continue in force and effect for successive terms of one (1) year. Either one of the parties hereto upon at least sixty (60) days prior written notice to the other may terminate this agreement at the expiration of said initial fixed term of five (5) years or at the expiration of any successive one year term. (Ord. 81-11, SV, June 11, 1981)

2.10.060 Termination of prior street lighting agreements. From and after the date when service commences under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto under the terms of which street lighting service is supplied by company to customer and all such agreements as to street lighting service, or insofar as they cover such street lighting service, shall be deemed terminated and cancelled as of such date; provided, however, that such termination or cancellation shall not preclude or destroy the right of either party hereto thereafter to commence an action, and recover, for any unpaid bills or other damages resulting from any breach of such other agreement during the time the same was in force and effect. (Ord. 81-1, SVI, June 11, 1981)

2.10.070 Merging of prior agreements. All terms and stipulations heretofore made or agreed to in respect to street lighting service by company to customer subsequent to the commencement of service hereunder are merged into this written agreement, and no previous or contemporaneous representations or agreement made by any officer, agent, representative or employee of company or customer shall be binding upon either party in connection with the rendering or receiving of street lighting service hereunder unless contained herein. (Ord. 81-11, SVII, June 11, 1981)

2.10.080 General terms and conditions made part of this agreement. The “General Terms and Conditions for Electric Service” of the company, which are from time to time filed with and approved by the Public Service Commission of Indiana, shall be deemed a part of this agreement and the conditions of service provided for herein the same as if such terms and conditions were specifically set forth herein. (Ord. 81-11, SVIII, June 11, 1981)

2.10.090 Binding of agreement. This agreement shall be bonding upon and inure to the benefit of the parties hereto and their respective successors or assigns. (Ord. 81-11, SIX, June 11, 1981)

Chapter 2.20

NATURAL GAS FRANCHISE

Sections:

2.20.005	Provisions
2.20.010	Supplying Natural Gas
2.20.020	Non interference with existing utilities
2.20.030	Location and installation of natural gas lines
2.20.040	Temporary suspension of the supply of gas
2.20.050	Hold harmless clause
2.20.060	Extensions of service lines
2.20.070	Adequate supply of gas
2.20.080	Right to add or amend rules and regulations
2.20.090	Validity
2.20.100	Term of Franchise
2.20.110	Publication of Ordinance
2.20.120	Binding of Franchise

2.20.005 Provisions. An Ordinance page 178, Feb. 1, 1965 grants the franchise, right, permission, and authority to Indiana Natural Gas Corporation, a corporation its successors and assigns, to construct, extend, maintain, repair, replace, operate and remove in the Town of English, Crawford County, Indiana, a system for the manufacture, transmission, distribution and sale of natural or artificial gas or a mixture thereof, for lighting, heating, power and any other purposes for which gas may be used.

Indiana Natural Gas Corporation has petitioned the board of trustees of the Town of English, (herein after also designated as “town”), asking that the franchise, right, privilege and authority be granted to it, its successors and assigns, by ordinance, to construct, extend, maintain, repair, replace, operate and remove a system for the manufacture, transmission, distribution and sale of natural or artificial gas or a mixture thereof, for lighting, heating, power and any other purposes for which gas may be used in said town.

It is in the best interests of the town and the inhabitants thereof that gas be distributed to customers in the town.

Indiana Natural Gas Corporation has duly complied with all provisions of the laws of the State of Indiana, and with all ordinance of said towns with reference to the obtaining of such franchise, right, privilege and authority. (Ord. Unnumbered, preamble, Feb. 1, 1965)

2.20.010 Supplying natural gas. Subject to the terms, conditions and provisions herein after stated and set forth, there is hereby granted to Indiana Natural Gas Corporation, its successors and assigns, the right to construct, erect, maintain and operate a gas works and storage facilities within the corporate limits of the Town of English, Indiana, for the

purpose of supplying gas to the said town and the inhabitants thereof, and territory in the vicinity of said town and is hereby granted the right-of-way along, through and under the streets, avenues, alleys, lanes, sidewalks, public squares and public places in said incorporated town of English, Indiana, for the purpose of laying, constructing, maintaining, removing, using and operating one or more lines of gas main and branch pipe with the necessary feeders, service pipes, valves, regulators and other devices necessary or convenient to the successful operation of such lines and pipes in the supplying, storing, conducting and delivering of gas to the Town of English, Indiana, and inhabitants thereof and territory in the vicinity of said town. (Ord. Unnumbered, S1, Feb. 1, 1965)

2.20.020 Noninterference with existing utilities. In the work of laying, removing, changing, repairing, or replacing its pipes, mains, feeders, equipment, or appurtenances, the said Indiana Natural Gas Corporation shall not unnecessarily obstruct or interfere with nor change any existing arrangements such as sewers, water mains, or other public or private works in said incorporated town. (Ord. Unnumbered, S2, Feb. 1, 1965)

2.20.030 Location and installation of natural gas lines. That the said Indiana Natural Gas Corporation, its successors and assigns, shall before beginning the laying of any pipes, mains or conduits, make a report to the town clerk or the superintendent of streets for the Town of English, Indiana, stating the locations within the town limits where such pipes, mains and conduits are proposed to be laid. Said Indiana Natural Gas Corporation after doing any excavating shall replace all materials, excepting surfacing materials or pavement which have been removed and shall leave the fill in a neatly graded condition. After said excavations have been sufficiently settled, filled and are ready for repaving and resurfacing, said Indiana Natural Gas Corporation will so notify the town authorities. Upon receipt of notice as aforesaid that excavations have been sufficiently settled, filled and are ready for resurfacing, or repaving, the town shall thereupon undertake such resurfacing or repaving and shall do the same in a proper manner. All expenses properly incident to the cost of repaving or resurfacing shall be borne by said Indiana Natural Gas Corporation and the amount thereof shall be paid promptly to the said town within a reasonable time after receipt by the said Indiana Natural Gas Corporation of invoices covering same. (Ord. Unnumbered, S3, Feb. 1, 1965)

2.20.040 Temporary suspension of the supply of gas. Said Indiana Natural Gas Corporation shall have the right to temporarily shut off gas, to be supplied hereunder for any of the purposes by this ordinance; permitted, from its main and service pipes, or any part thereof, provided, however, that such action shall in each case be taken for the sole and express purpose of making repairs or extensions to works or mains or service pipes or for safety reasons and said Indiana Natural Gas Corporation shall not be liable to the said town or to any customer or consumer of gas for any damage caused by each temporary suspension of the supply of gas; provided, however that said repairs and extensions are made with due diligence by the said Indiana Natural Gas Corporation. (Ord. Unnumbered, S4, Feb. 1, 1965)

2.20.050 Hold harmless clause. That the said Indiana Natural Gas Corporation, its successors and assigns shall at all time hold and save the incorporated Town of English, Indiana, harmless from any and all liability, loss, cost, damage, or expenses which may accrue to said incorporated Town of English, by reason of neglect, default or misconduct of the Indiana Natural Gas Corporation, in the construction, operation, or maintenance of its facilities hereunder. (Ord. Unnumbered, S5, Feb. 1, 1965)

2.20.060 Extensions of service lines. Indiana Natural Gas Corporation, successors, and assigns, shall be required to extend its lines to take care of any consumer in the incorporated Town of English, who desires to use gas at any time, provided, however, that said Indiana Natural Gas Corporation shall not be required to extend its lines beyond the curb immediately adjacent to the abutting properties or the property line of customers, nor more than one hundred (100) feet of main for each customer to be served. (Ord. Unnumbered, S6, Feb. 1, 1965)

2.20.070 Adequate supply of gas. The Indiana Natural Gas Corporation, its successors and assigns, hereby agree to make available to the Town of English, Indiana, and its inhabitants an adequate supply of gas for normal purposes, except that the Indiana Natural Gas Corporation shall not be responsible or liable for delay or failure in the performance of the premises and agreement on its part to be performed hereunder if such delay or failure be due to any cause beyond their control, such as but not limited to strikes, fires, floods, storms, accidents, acts of public enemies, mobs or rioters, and acts of God, or inability of Indiana Natural Gas Corporation to obtain adequate gas from its pipe line suppliers. (Ord. Unnumbered, S7, Feb. 1, 1965)

2.20.080 Right to add or amend rules and regulations. Said Indiana Natural Gas Corporation shall have the power to make all needful rules and regulations for the collection of its revenues, the prevention of waste of its property and gas supply, and the conduct and management of business as it may, from time to time, deem necessary. (Ord. Unnumbered, S8, Feb. 1, 1965)

2.20.090 Validity. In the event that the Public Service Commission of Indiana or any other body, board, commission or court of competent jurisdiction shall adjudge any provision or provisions of this ordinance invalid or illegal, or direct a change by Indiana Natural Gas Corporation in any matter or thing therein contained, such invalidity or illegality or change shall in no way affect the remaining provisions of this ordinance, in all other respects shall continue in full force and effect, as if said provisions or provision had not been so adjudged invalid or illegal or such change directed. (Ord. Unnumbered, S9, Feb. 1, 1965)

2.20.100 Term of Franchise. This ordinance shall take effect and be in force from and after its passage and publication in accordance with law and shall thereafter continue in effect as an indeterminate permit pursuant to statute and under and upon such terms and conditions as prescribed by the Public Service Commission of the State of Indiana. Said Indiana Natural Gas Corporation agrees that within six (6) months from the date of this franchise that it will furnish to the Town of English a report showing whether it is or is

not feasible to furnish natural gas service as provided herein. If in the opinion of said Indiana Natural Gas Corporation it is not feasible to furnish natural gas service as provided herein it will forthwith surrender this franchise. If in its opinion it is feasible to furnish natural gas service as provided herein it shall proceed with due diligence to that end. If, however, natural gas service is not available as herein provided at the end of two (2) years from the date of acceptance of this franchise the Town of English, may terminate said franchise provided such failure is not due to the unavailability of natural gas. (Ord. Unnumbered, S10, Feb. 1, 1965)

2.20.110 Publication of Ordinance. Indiana Natural Gas Corporation shall pay for the publication of this ordinance. (Ord. Unnumbered, S11, Feb. 1, 1965)

2.20.120 Binding of Franchise. This ordinance and all of its terms and provisions shall inure to the benefits 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 and adopted by the Town of English. (Ord. Unnumbered, S12, Feb. 1, 1965)