

TITLE 18
UTILITIES

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Chapter 18.01

PRIOR TO RECEIVING WATER SERVICE FROM ANY WATER UTILITY AN APPLICATION TO THE TOWN SANITARY COMMISSIONER IS REQUIRED

Sections:

- 18.01.010 Application and approval required for water service from Town Sanitary Commissioner**
- 18.01.020 Intent of required application and approval**
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18.01.010 Application and approval required for water service from Town Sanitary Commissioner. That from and after the effective date of this Chapter, it shall be illegal and unlawful for any water utility serving the residents of said Town to provide the citizens or property owners of said Town with water service unless and until said water utility shall make application to and receive approval of the Sanitary Commissioner of said Town to provide said water service. (Ord. 70-1, SI, Oct. 5, 1970)

18.01.020 Intent of required application and approval. Be it further ordained that the intent of this Chapter shall be deemed to provide said civil Town with notice of the impending necessity to provide sewer service and to properly arrange for the funding and financing of the installation of said sewer service, by said Town or by the property owner, as the case may be. (Ord. 70-1, SII, Oct. 5, 1970)

18.01.030 Penalty for violation. Be it further ordained that any person, partnerships or corporation providing the water utility in said Town who shall violate the provisions of this Chapter shall be fined in the sum of \$10.00. (Ord. 70-1, SIII, Oct. 5, 1970)

18.01.040 Repeal of prior conflicting Ordinances. Be it further ordained that any existing ordinance or ordinances in conflict with this Chapter are hereby repealed to the extent of such conflict. (Ord. 70-1, SIV, Oct. 5, 1970)

18.01.050 Separability of provisions. Be it further ordained that should any section of this Chapter be declared to be unconstitutional, the same shall not effect any other Section of this Chapter, but said other sections shall remain in full force and effect. (Ord. 70-1, SV, Oct. 5, 1970)

18.01.060 Effective when. Be it further ordained that this Chapter shall be in full force and effect from and after its passage and publication as by law provided. Passed and adopted this 5th day of October, 1970. (Ord. 70-1, SVI, Oct. 5, 1970)

Chapter 18.02

SEWER USE ORDINANCE

Sections:

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

- (1) "Biochemical oxygen demand" (or BOD) shall mean the quantity of oxygen expressed in mg/L utilized in the biochemical oxidation of organic matter under standard laboratory procedures with nitrification inhibition in five (5) days at 20 degrees C. (Ord. 93-4, S1 (a), Nov. 1, 1993) (Ord. 76-6, Art. I, S1, July 19, 1976) (Ord. 8-6-62-B, S1 (n), Aug. 6, 1962)
- (2) "Building drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of a building and conveys it to the building sewer beginning three (3) feet outside the building wall.
 - A. Building drain - Sanitary - A building drain which conveys sanitary or industrial sewage only.

- B. Building drain - Storm - A building drain which conveys storm water or other clearwater drainage, but no wastewater. (Ord. 93-4, S1 (b), Nov. 1, 1993) (Ord. 76-6, Art. I, S2, July 19, 1976) (Ord. 8-6-62-B, S1 (l), Aug. 6, 1962)
- (3) "Building sewer" shall mean the extension from the building drain to the public sewer or other place of disposal. (Also called house connection.)
- A. Building sewer - Sanitary - A building sewer which conveys sanitary or industrial sewage only.
- B. Building sewer - Storm - A building sewer which conveys storm-waste or other clearwater drainage, but no sanitary or industrial sewage. (Ord. 93-4, S1 (c), Nov. 1, 1993) (Ord. 76-6, Art. I, S3, July 19, 1976) (Ord. 8-6-62-B, S1 (m), Aug. 6, 1962)
- (4) "Combined sewer" shall mean a sewer intended to receive both wastewater and storm or surface water. (Ord. 93-4, S1 (d), Nov. 1, 1993) (Ord. 76-6, Art. I, S4, July 19, 1976)
- (5) "Compatible pollutant" shall mean biochemical oxygen demand, suspended solids, pH, and fecal coliform bacteria, plus additional pollutants identified in the NPDES permit if the treatment works was designed to treat such pollutants, and in fact does remove such pollutants to a substantial degree. The term substantial degree is not subject to precise definition, but generally contemplates removals in the order of 80 percent or greater. Minor incidental removals in the order of 10 to 30 percent are not considered substantial. Examples of the additional pollutants which may be considered compatible include:
- A. Chemical oxygen demand,
- B. Total organic carbon,
- C. Phosphorus and phosphorus compounds,
- D. Nitrogen and nitrogen compounds, and
- E. Fats, oils, and greases of animal or vegetable origin (except as prohibited where these materials would interfere with the operation of the treatment works). (Ord. 93-4, S1 (e), Nov. 1, 1993)
- (6) "Easement" shall mean an acquired legal right for the specific use of land owned by others. (Ord. 93-4, S1 (f), Nov. 1, 1993)
- (7) "Fecal coliform" shall mean any of a number of organisms common to the intestinal tract of man and animals, whose presence in sanitary sewage is an indicator of pollution. (Ord. 93-4, S1 (g), Nov. 1, 1993)

- (8) "Floatable oil" shall mean oil, fat, or grease in a physical state, such that will separate by gravity from wastewater by treatment in a pretreatment facility approved by the Town. (Ord. 93-4, S1 (h), Nov. 1, 1993)
- (9) "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. 93-4, S1 (i), Nov. 1, 1993) (Ord. 76-6, Art. I, S5, July 19, 1976) (Ord. 8-6-62-B, S1 (j), Aug. 6, 1962)
- (10) "Incompatible pollutant" shall mean any pollutant that is not defined as a compatible pollutant, including nonbiodegradable dissolved solids. (Ord. 93-4, S1 (j), Nov. 1, 1993)
- (11) "Industrial wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from employee wastes or wastes from sanitary conveniences. (Ord. 93-4, S1 (k), Nov. 1, 1993) (Ord. 76-6, Art. I, S6, July 19, 1976) (Ord. 8-6-62-B, S1 (i), Aug. 6, 1962)
- (12) "Infiltration" shall mean the water entering a sewer system, including building drains and sewers, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. (Infiltration does not include and is distinguished from inflow.) (Ord. 93-4, S1 (l), Nov. 1, 1993)
- (13) "Infiltration/Inflow" shall mean the total quantity of water from both infiltration and inflow without distinguishing the source. (Ord. 93-4, S1 (m), Nov. 1, 1993)
- (14) "Inflow" shall mean the water discharge into a sewer system, including building drains and sewers, from such sources as, but not limited to, roof leaders, cellar, yard and area drains, foundation drains, unpolluted cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers, and combined sewers, catch basins, storm waters, surface run-off, street wash waters or drainage. (Inflow does not include, and is distinguished from, infiltration.) (Ord. 93-4, S1 (n), Nov. 1, 1993)
- (15) "Inspector" shall mean the person or persons duly authorized by the Town, through its Town Council, to inspect and approve the installation of building sewers and their connection to the public sewer system. (Ord. 93-4, S1 (o), Nov. 1, 1993)
- (16) "Major contributing industry" shall mean an industry that:
 - A. Has a flow of 50,000 gallons or more per average work day;
 - B. Has a flow greater than five percent of the flow carried by the municipal system receiving the waste;

- C. Has in its waste a toxic pollutant in toxic amounts as defined in standards issued under Section 307 (a) or PL 92-500; or
 - D. Has a significant impact, either singly or in combination with other contributing industries, on a treatment works or on the quality of effluent from that treatment works. (Ord. 93-4, S1 (p), Nov. 1, 1993)
- (17) "NPDES Permit" shall mean a permit issued under the National Pollutant Discharge Elimination System for discharge of wastewaters to the navigable waters of the United States pursuant to Section 402 of PL 92-500. (Ord. 93-4, S1 (q), Nov. 1, 1993)
 - (18) "Natural Outlet" shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or groundwater. (Ord. 93-4, S1 (r), Nov. 1, 1993) (Ord. 76-6, Art. I, S7, July 19, 1976) (Ord. 8-6-62-B, S1 (q), Aug. 6, 1962)
 - (19) "Normal domestic sewage" shall have the same meaning as defined in the Sewage Rate Ordinance. (Ord. 93-4, S1 (s), Nov. 1, 1993)
 - (20) "pH" shall mean the reciprocal of the logarithm of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. (Ord. 93-4, S1 (t), Nov. 1, 1993) (Ord. 76-6, Art. I, S9, July 19, 1976) (Ord. 8-6-62-B, S1 (o), Aug. 6, 1962)
 - (21) "Person" shall mean any individual, firm, company, association, society, corporation, group or other entity. (Ord. 93-4, S1 (u), Nov. 1, 1993) (Ord. 76-6, Art. I, S8, July 19, 1976) (Ord. 8-6-62-B, S1 (s), Aug. 6, 1962)
 - (22) "Pretreatment" shall mean the treatment of industrial sewage from privately owned industrial sources prior to introduction into a public treatment works. (Ord. 93-4, S1 (v), Nov. 1, 1993)
 - (23) "Private sewer" shall mean a sewer which is not owned by a public authority. (Ord. 93-4, S1 (w), Nov. 1, 1993)
 - (24) "Properly shredded garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that has 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. 93-4, S1 (x), Nov. 1, 1993) (Ord. 76-6, Art. I, S10, July 19, 1976) (Ord. 8-6-62-B, S1 (k), Aug. 6, 1962)
 - (25) "Public sewer" shall mean a sewer which is owned and controlled by the public authority and will consist of the following increments:

- A. Collector sewer shall mean a sewer whose primary purpose is to collect wastewaters from individual point source discharges.
 - B. Interceptor sewer shall mean a sewer whose primary purpose is to transport wastewater from collector sewers to a treatment facility.
 - C. Force Main shall mean a pipe in which wastewater is carried under pressure.
 - D. Pumping station shall mean a station positioned in the public sewer system at which wastewater is pumped to a higher level. (Ord. 93-4, S1 (y), Nov. 1, 1993) (Ord. 76-6, Art. I, S11, July 19, 1976) (Ord. 8-6-62-B, S1 (e), Aug. 6, 1962)
- (26) "Sanitary sewer" shall mean a sewer which carries sanitary and industrial wastes, and to which storm, surface, and ground water are not intentionally admitted. (Ord. 93-4, S1 (z), Nov. 1, 1993) (Ord. 76-6, Art. I, S12, July 19, 1976) (Ord. 8-6-62-B, S1 (f), Aug. 6, 1962)
- (27) "Sewage" shall mean the combination of liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, (including polluted cooling water). The three most common types of sewage are:
- A. Sanitary sewage shall mean the combination of liquid and water-carried wastes discharged from toilet and other sanitary plumbing facilities.
 - B. Industrial sewage shall mean a combination of liquid and water-carried wastes, discharged from any industrial establishment, and resulting from any trade or process carried on in that establishment (this shall include the wastes from pretreatment facilities and polluted cooling water).
 - C. Combined sewage shall mean wastes including sanitary sewage, industrial sewage, stormwater, infiltration and inflow carried to the wastewater treatment facilities by a combined sewer. (Ord. 93-4, S1 (aa), Nov. 1, 1993) (Ord. 76-6, Art. I, S13, July 19, 1976) (Ord. 8-6-62-B, S1 (c), Aug. 6, 1962)
- (28) "Sewage works" shall mean the structures, equipment and processes to collect, transport and treat domestic and industrial wastes and dispose of the effluent and accumulated residual solids. (Ord. 93-4, S1 (bb), Nov. 1, 1993) (Ord. 76-6, Art. I, S14, 15, July 19, 1976) (Ord. 8-6-62-B, S1 (a), S1 (n), Aug. 6, 1962)
- (29) "Sewer" shall mean a pipe or conduit for carrying sewage. (Ord. 93-4, S1 (cc), Nov. 1, 1993) (Ord. 76-6, Art. I, S16, July 19, 1976) (Ord. 8-6-62-B, S1 (d), Aug. 6, 1962)

- (30) "Shall" is mandatory; "May" is permissive. (Ord. 93-4, S1 (dd), Nov. 1, 1993) (Ord. 76-6, Art. I, S17, July 19, 1976) (Ord. 8-6-62-B, S1 (t), Aug. 6, 1962)
- (31) "Slug" shall mean any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 10 minutes more than 3 times the average 24 hours concentration of flows during normal operation and shall adversely affect the collection system. (Ord. 93-4, S1 (ee), Nov. 1, 1993) (Ord. 76-6, Art. I, S18, July 19, 1976)
- (32) "Standard methods" shall mean the laboratory procedures set forth in the latest edition, at the time of analysis, of "Standard Methods for the Examination of Water Wastewater" prepared and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation. (Ord. 93-4, S1 (ff), Nov. 1, 1993)
- (33) "Storm sewer" shall mean a sewer for conveying water, ground water or unpolluted water from any source and to which sanitary and/or industrial wastes are not intentionally admitted. (Ord. 93-4, S1 (gg), Nov. 1, 1993) (Ord. 76-6, Art. I, S19, July 19, 1976) (Ord. 8-6-62-B, S1 (g), Aug. 6, 1962)
- (34) "Superintendent" shall mean the Superintendent of the municipal sewage works of the Town of French Lick, Indiana, or his authorized deputy, agent or representative. (Ord. 93-4, S1 (hh), Nov. 1, 1993) (Ord. 8-6-62-B, S1 (b), Aug. 6, 1962)
- (35) "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 under standard laboratory procedure. (Ord. 93-4, S1 (ii), Nov. 1, 1993) (Ord. 76-6, Art. I, S21, July 19, 1976) (Ord. 8-6-62-B, S1 (p), Aug. 6, 1962)
- (36) "Total solids" shall mean the sum of suspended and dissolved solids. (Ord. 93-4, S1 (jj), Nov. 1, 1993)
- (37) "Toxic amount" shall mean concentrations of any pollutant or combination of pollutants, which upon exposure to or assimilation into any organism will cause adverse effects, such as cancer, genetic mutations, and physiological manifestations, as defined in standards issued pursuant to Section 307 (a) of PL 92-500. (Ord. 93-4, S1 (kk), Nov. 1, 1993)
- (38) "Unpolluted water" is water of quality equal to or better than the effluent criteria in effect, or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided. (Ord. 93-4, S1 (ll), Nov. 1, 1993)

- (39) "Volatile organic matter" shall mean the material in the sewage solids transformed to gases or vapors when heated at 55 degrees C for 15 to 20 minutes. (Ord. 93-4, S1 (mm), Nov. 1, 1993)
- (40) "Watercourse" shall mean a natural or artificial channel for the passage of water either continuously or intermittently. (Ord. 93-4, S1 (nn), Nov. 1, 1993) (Ord. 76-6, Art. I, S22, July 19, 1976) (Ord. 8-6-62-B, S1 (r), Aug. 6, 1962)
- (41) "NH₃N" shall mean the same as Ammonia Nitrogen measured as Nitrogen. The laboratory determinations shall be made in accordance with procedures set forth in "Standard Methods" as defined in paragraph (32). (Ord. 93-4, S1 (oo), Nov. 1, 1993)
- (42) "P" or Phosphorus shall mean the chemical element Phosphorus. (Ord. 93-4, S1 (pp), Nov. 1, 1993)

18.02.020 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 with the Town or in any area under the jurisdiction of said Town any human or animal excrement, garbage, or other objectionable waste. (Ord. 93-4, S2 (a), Nov. 1, 1993) (Ord. 1976-6, Art. II, S1, July 19, 1976) (Ord. 8-6-62-B, S2 (a), Aug. 6, 1962)
- (2) No person shall discharge or cause to be discharged to any sanitary sewer, either directly or indirectly, stormwaters, surface water, ground water, roof run-off, subsurface drainage, cooling water, unpolluted water, or unpolluted industrial process water. The Town shall require the removal of unpolluted waters from any wastewater collection or treatment facility. (Ord. 93-4, S2 (b), Nov. 1, 1993) (Ord. 8-6-62-B, S5 (a), Aug. 6, 1962)
- (3) Stormwater, surface water, ground water, roof run-off, subsurface drainage, cooling water, unpolluted water or unpolluted industrial process water may be admitted to storm sewers which have adequate capacity for their accommodation. No person shall use such sewers, however, without the specific permission of the Town. No new connection shall be made to any sanitary or storm sewer unless there is capacity available in all downstream sewers, lift stations, force mains, and the sewage treatment plant including capacity for BOD and suspended solids. (Ord. 93-4, S2 (c), Nov. 1, 1993) (Ord. 8-6-62-B, S5 (b), Aug. 6, 1962)
- (4) No person shall place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the jurisdiction of the Town any wastewater or other polluted waters except where suitable treatment has been provided in accordance with provisions of this chapter and the NPDES Permit. (Ord. 93-4, S2 (d), Nov. 1, 1993)

- (5) No person shall discharge or cause to be discharged to any natural outlet any wastewater or other polluted waters except where suitable treatment has been provided in accordance with provisions of this chapter and the NPDES Permit. (Ord. 93-4, S2 (e), Nov. 1, 1993) (Ord. 1976-6, Art. II, S2, July 19, 1976) (Ord. 8-6-62-B, S2 (b), Aug. 6, 1962)
- (6) 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. 93-4, S2 (f), Nov. 1, 1993) (Ord. 1976-6, Art. II, S3, July 19, 1976) (Ord. 8-6-62-B, S2 (c), Aug. 6, 1962)
- (7) 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 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 chapter, within ninety (90) days after date of official notice to do so, provided that said public sewer is within three hundred (300) feet of the property line. (Ord. 93-4, S2 (g), Nov. 1, 1993) (Ord. 1976-6, Art. II, S4, July 19, 1976) (Ord. 8-6-62-B, S2 (d), Aug. 6, 1962)

18.02.030 Private sewage disposal.

- (1) Where a public sanitary sewer is not available under the provisions of Section 18.02.020 (7), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article. (Ord. 93-4, S3 (a), Nov. 1, 1993) (Ord. 1976-6, Art. III, S1, July 19, 1976) (Ord. 8-6-62-B, S3 (a), Aug. 6, 1962)
- (2) Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the Superintendent. A permit and inspection fee of Twenty-five Dollars (\$25.00) shall be paid to the Town at the time the application is filed. (Ord. 93-4, S3 (b), Nov. 1, 1993) (Ord. 1976-6, Art. III, S2, July 19, 1976)
- (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 works 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. 93-4, S3 (c), Nov. 1, 1993) (Ord. 1976-6, Art. III, S3, July 19, 1976)
- (4) The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the State Board of Health. 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 twenty thousand (20,000) square feet. No septic tank or cesspool shall be permitted to discharge to any natural outlet. (Ord. 93-4, S3 (d), Nov. 1, 1993) (Ord. 1976-6, Art. III, S4, July 19, 1976)

- (5) At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in Section 18.02.030 (4) or by an existing public sewer which is being replaced by the Town, a direct connection shall be made to the public sewer in compliance with this chapter, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material. (Ord. 93-4, S3 (e), Nov. 1, 1993) (Ord. 1976-6, Art. III, S5, July 19, 1976) (Ord. 8-6-62-B, S3 (b), Aug. 6, 1962)
- (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. 93-4, S3 (f), Nov. 1, 1993) (Ord. 1976-6, Art. III, S6, July 19, 1976) (Ord. 8-6-62-B, S3 (c), Aug. 6, 1962)
- (7) When a public sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 93-4, S3 (g), Nov. 1, 1993) (Ord. 1976-6, Art. III, S8, July 19, 1976)
- (8) No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the Health Officer. (Ord. 93-4, S3 (h), Nov. 1, 1993) (Ord. 1976-6, Art. III, S7, July 19, 1976) (Ord. 8-6-62-B, S3 (d), Aug. 6, 1962)

18.02.040 Building sewers and connections.

- (1) No unauthorized person shall uncover, make any connections with or opening into, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Clerk-Treasurer. (Ord. 93-4, S4 (a), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (a), Aug. 6, 1962)
- (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 judgement of the inspector.

A permit and inspection fees of Fifteen dollars (\$15.00) for residential or commercial building sewer permit and Twenty-five dollars (\$25.00)

for an industrial building sewer permit shall be paid to the Clerk-Treasurer at the time the application is filed.

Provided, however, no permit and inspection fees shall be required of any customer connecting to a public sewer constructed by the 1993 construction project within ninety (90) days of the date on which said sewer was available for connection. (Ord. 93-4, S4 (b), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (b), Aug. 6, 1962)

- (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. 93-4, S4 (c), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (c), Aug. 6, 1962)
- (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. 93-4, S4 (d), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (d), Aug. 6, 1962)
- (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 chapter. (Ord. 93-4, S4 (e), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (e), Aug. 6, 1962)
- (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. Manual of Practice No. FD-5 shall apply. (Ord. 93-4, S4 (f), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (f), S4 (g), Aug. 6, 1962)
- (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 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. 93-4, S4 (g), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (h), S4 (i), Aug. 6, 1962)
- (8) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface run-off or ground water to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer. (Ord. 93-4, S4 (h), Nov. 1, 1993)

- (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 in No. FD-5. All such connections shall be made gas tight and water tight. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installations. (Ord. 93-4, S4 (i), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (j), S4 (k), S4 (l), Aug. 6, 1962)
- (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 and testing shall be made under the supervision of the said Inspector or his representative. The applicant shall provide access to all structures (and areas of structures) to the Inspector for the purpose of establishing compliance with Section 18.02.040 (8). (Ord. 93-4, S4 (j), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (m), Aug. 6, 1962)
- (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. 93-4, S4 (k), Nov. 1, 1993) (Ord. 8-6-62-B, S4 (n), Aug. 6, 1962)

18.02.050 Use of public sewers.

- (1) 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. (Ord. 93-4, S5 (a) (1), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S3 (a), July 19, 1976) (Ord. 8-6-62-B, S5 (c) (4), Aug. 6, 1962)
 - B. Any waters or wastes containing toxic (as described in Section 307A of the Clean Water Act) 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. (Ord. 93-4, S5 (a) (2), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S3 (b), July 19, 1976) (Ord. 8-6-62-B, S5 (c) (8), Aug. 6, 1962)
 - 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 or interfere with any treatment process. (Ord. 93-4, S5 (a) (3), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S3 (c), July 19, 1976) (Ord. 8-6-62-B, S5 (c) (7), Aug. 6, 1962)

- 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, paper, dishes, cups, milk containers, etc., either whole or ground by garbage grinders. (Ord. 93-4, S5 (a) (4), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S3 (d), July 19, 1976) (Ord. 8-6-62-B, S5 (c) (6), Aug. 6, 1962)

- E. 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 of such discharge to the receiving waters. (Ord. 93-4, S5 (a) (5), Nov. 1, 1993)

- F. Any radioactive wastes or isotopes of such halflife or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations. (Ord. 93-4, S5 (a) (6), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S4 (g), July 19, 1976)

- G. Any waters or wastes having pH in excess of 9.5. (Ord. 93-4, S5 (a) (7), Nov. 1, 1993)

- H. Materials which exert or cause:
 - 1. 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).
 - 2. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - 3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - 4. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein. (Ord. 93-4, S5 (a) (8), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S4 (i), July 19, 1976)

- I. Waters or wastes containing substances which are not amendable to treatment or reduction by the sewage treatment processes employed, or are amendable to treatment only to such degree that the sewage treatment effluent cannot meet the requirements of other agencies

having jurisdiction over discharge to the receiving waters. (Ord. 93-4, S5 (a) (9), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S4 (j), July 19, 1976)

- (2) 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 18.02.050 (1) of this article, and which in 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. Require any industries to submit information on wastewater quantities and characteristics and obtain prior approval for discharges. (Ord. 93-4, S5 (b) (1), Nov. 1, 1993)
 - B. Reject the wastes in whole or in part for any reason deemed appropriate by the Town. (Ord. 93-4, S5 (b) (2), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S5 (a), July 19, 1976)
 - C. Require pretreatment of such wastes to within the limits of normal sewage as defined. (Ord. 93-4, S5 (b) (3), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S5 (b), July 19, 1976)
 - D. Require control or flow equalization of such wastes so as to avoid any “slug” loads or excessive loads that may be harmful to the treatment works, or (Ord. 93-4, S5 (b) (4), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S5 (c), July 19, 1976)
 - E. Require payment of a surcharge on any excessive flows or loadings discharged to the treatment works to cover the additional costs of having capacity for and treating such wastes. (Ord. 93-4, S5 (b) (5), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S5 (d), July 19, 1976)

If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plant 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.

- (3) 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. 93-4, S5 (c), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S7, July 19, 1976) (Ord. 8-6-62-B, S5 (g), Aug. 6, 1962)
- (4) 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 so as to be safe and accessible at all times. Agents of the Town, the State Water Pollution Control Agencies, and the U.S. Environmental Protection Agency shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling and testing. (Ord. 93-4, S5 (d), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S8, July 19, 1976) (Ord. 8-6-62-B, S5 (h), Aug. 6, 1962)

- (5) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewaters”, 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, except for applications for NPDES permits and report thereof which shall be conducted in accordance with rules and regulations adopted by the USEPA (40 CFR Part 136). In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream 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, BOD 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. 93-4, S5 (e), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S9, July 19, 1976) (Ord. 8-6-62-B, S5 (i), Aug. 6, 1962)
- (6) No statement contained in this article 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 therefore, by the industrial concern, at such rates as are compatible with the rate ordinance. (Ord. 93-4, S5 (f), Nov. 1, 1993) (Ord. 1976-6, Art. IV, S10, July 19, 1976) (Ord. 8-6-62-B, S5 (j), Aug. 6, 1962)

18.02.060 Pretreatment of industrial wastes. Pretreatment of industrial wastes from major contributing industries prior to discharge to the treatment works is required and is subject to the Rules and Regulations adopted by the United States Environmental Protection Agency (USEPA) (40 CFR Part 403), and “Guidelines Establishing Test Procedures for Analysis of Pollutants” (40 CFR Part 136), in addition to any more stringent requirements established by the Town and any subsequent State or Federal Guidelines and Rules and Regulations. (Ord. 93-4, S6, Nov. 1, 1993)

18.02.070 Submission of pretreatment plans, specifications and other pertinent information. Plans, specifications, and any other pertinent information relating to pretreatment or control facilities shall be submitted for approval of the Town and no construction of such facilities shall be commenced until approval in writing is granted. Where such facilities are provided, they shall be maintained continuously in satisfactory and effective operating order by the owner at his expense and shall be subject to periodic inspection by the Town to determine that such facilities are being operated in conformance with applicable Federal, State and local laws and permits. The owner shall maintain operating records and shall submit to the Town a monthly summary report of the character of the influent and effluent to show the performance of the treatment facilities and for comparison against Town monitoring records. (Ord. 93-4, S7, Nov. 1, 1993)

18.02.080 Discharge of unpolluted water from air conditioners, swimming pools, cooling or condensing systems. Unpolluted water from air conditioners, cooling, condensing systems or swimming pools, shall be discharged to a storm sewer, where it is available, or to a combined sewer approved by the Town. Where a storm sewer is not available, discharge may be to a natural outlet approved by the Town and by the State of Indiana. Where a storm sewer, combined sewer, or natural sewer is not available, such unpolluted water may be discharged to a sanitary sewer pending written approval by the Town. (Ord. 93-4, S8, Nov. 1, 1993) (Ord. 1976-6, Art. IV, S1, July 19, 1976)

18.02.090 Industrial cooling water. Industrial cooling water, which may be polluted with insoluble oils or grease or suspended solids, shall be pretreated for removal of pollutants and the resultant clear water shall be discharged in accordance with the above Section. (Ord. 93-4, S9, Nov. 1, 1993) (Ord. 1976-6, Art. IV, S2, July 19, 1976)

18.02.100 Information on waste-water flows and characteristics. The Town may require users of the treatment works, other than residential users, to supply pertinent information on waste-water flows and characteristics. Such measurements, tests, and analysis shall be made at the users' expense. If made by the Town, an appropriate charge may be assessed to the user at the option of the Town. (Ord. 93-4, S10, Nov. 1, 1993)

18.02.110 Sampling and analysis of strength of wastewaters. The strength of wastewaters shall be determined, for periodic establishment of charges provided for in the Rate Ordinance, from samples taken at the aforementioned structure at any period of time and of such duration and in such manner as the Town may elect, or, at any place mutually agreed upon between the user and the Town. Appropriate charges for sampling and analysis may be assessed to the user at the option of the Town. The results of routine sampling and analysis by the user may also be used, for determination of charges after verification by the Town. (Ord. 93-4, S11, Nov. 1, 1993)

18.02.120 Grease, oil, and sand interceptor or traps. Grease, oil and sand interceptors or traps shall be provided when, in the opinion of the Town they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients, except that such interceptors or traps will not be required for private living quarters or dwelling units. All interceptors or traps shall be of a type and capacity approved by the Town and shall be located so as to be readily and easily accessible for cleaning and inspection.

They shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures and shall be of substantial construction, be gas tight, water tight, and equipped with easily removable covers. Where installed, all grease, oil and sand interceptors or traps shall be maintained by the owner, at his expense, in continuously efficient operation at all times. (Ord. 93-4, S12, Nov. 1, 1993) (Ord. 1976-6, Art. IV, S6, July 19, 1976) (Ord. 8-6-62-B, S5 (d), Aug. 6, 1962)

18.02.130 Notification of unusual flows. Users of the treatment works shall immediately notify the Town of any unusual flows or wastes that are discharged accidentally or otherwise to the sewer system. (Ord. 93-4, S13, Nov. 1, 1993)

18.02.140 Compliance with State and Federal requirements. All provisions of this chapter and limits set herein shall comply with any applicable State and/or Federal Requirements now, or projected to be in effect. (Ord. 93-4, S14, Nov. 1, 1993)

18.02.150 Tampering with equipment, unlawful. No unauthorized person shall maliciously, willfully or negligently break, damage, 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. 93-4, S15, Nov. 1, 1993) (Ord. 1976-6, Art. V, S1, July 19, 1976) (Ord. 8-6-62-B, S6, Aug. 6, 1962)

18.02.160 Powers and authority for inspections.

- (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 purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this chapter. The Superintendent or his representative 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. 93-4, S16 (a), Nov. 1, 1993) (Ord. 1976-6, Art. VI, S1, July 19, 1976) (Ord. 8-6-62-B, S7, Aug. 6, 1962)
- (2) While performing the necessary work on private properties referred to in Section 18.02.160 (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 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 18.02.050 (5). (Ord. 93-4, S16 (b), Nov. 1, 1993) (Ord. 1976-6, Art. VI, S2, July 19, 1976)

- (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 purpose 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. 93-4, S16 (c), Nov. 1, 1993) (Ord. 1976-6, Art. VI, S3, July 19, 1976)

18.02.170 Penalty for violation.

- (1) Any person found to be violating any provisions of this chapter except Section 18.02.150 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. 93-6, S17 (a), Nov. 15, 1993) (Ord. 93-4, S17 (a), Nov. 1, 1993) (Ord. 1976-6, Art. VII, S1, July 19, 1976) (Ord. 8-6-62-B, S8 (a), Aug. 6, 1962)
- (2) Any person who shall continue any violation (other than a violation of Section 18.02.020 (2) beyond the time limit provided for in Section 18.02.170 (1) shall be guilty of a misdemeanor, and on conviction thereof shall be fined in an amount not exceeding Five Hundred Dollars (\$500.00) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense. (Ord. 93-6, S17 (b), Nov. 15, 1993) (Ord. 93-4, S17 (b), Nov. 1, 1993) (Ord. 1976-6, Art. VII, S2, July 19, 1976) (Ord. 8-6-62-B, S8 (b), Aug. 6, 1962)
- (3) Any person violating any of the provisions of this chapter shall become liable to the Town for any expense, loss or damage occasioned the Town by reason of such violation. (Ord. 93-6, S17 (c), Nov. 15, 1993) (Ord. 93-4, S17 (c), Nov. 1, 1993) (Ord. 1976-6, Art. VII, S3, July 19, 1976) (Ord. 8-6-62-B, S8 (c), Aug. 6, 1962)
- (4)
 - A. Any person violating or suspected of violating Section 18.02.020 (2), shall be subjected to a penalty of fifty (50) dollars per month (or fraction thereof in which the violation occurs).
 - B. Any person may avoid payment of said penalty by consenting to an inspection described in Section 18.02.040 (10), for the purpose of establishing compliance with Section 18.02.020 (2).
 - C. A person consenting to such an inspection and found in violation shall be given 90 days to comply with Section 18.02.020 (2) without being subject penalty. (Ord. 93-6, S17 (d), Nov. 1, 1993) (Ord. 93-4, S17 (d), Nov. 1, 1993)

18.02.180 Repeal of conflicting Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed. The invalidity of any section, clause, sentence, or provision of this chapter shall not affect the validity of any other part of this chapter which can be given effect without such invalid part or parts. (Ord. 93-4, S18, Nov. 1, 1993) (Ord. 1976-6, Art. VIII, S1, S2, July 19, 1976) (Ord. 8-6-62-B, S9, Aug. 6, 1962)

18.02.190 Appeal procedure. That the rules and regulations promulgated by the Town, after approved by the Town Council shall, among other things, provide for an appeal procedure whereby a user shall have the right to appeal a decision of the administrator of the sewage system to the Town Council and that any decision concerning sewage system of the Town Council may be appealed to a court of competent jurisdiction under the appeal procedures provided for in the Indiana Administrative Adjudication Act. (Ord. 93-4, S19, Nov. 1, 1993)

18.02.200 Effective when. This chapter shall be in full force and affect from and after its passage, approval, recordings, and publications as provided by law. Passed and adopted by the Town Council of the Town of French Lick, Indiana, the 1st day of November, 1993. (Ord. 93-4, S20, Nov. 1, 1993) (Ord. 8-6-62-B, S10, Aug. 6, 1962)

Chapter 18.04

SEWER RATES AND CHARGES

Sections:

18.04.010	Definitions
18.04.020	Rates and charges
18.04.030	Water obtained from sources other than the utility serving the Town
18.04.035	Strength and character of sewage
18.04.040	Connection charge
18.04.050	Billing and collection of sewer charges
18.04.060	Enforcement of laws and regulations for the safe, economical and efficient management of the sewer system
18.04.070	Separability of provisions

18.04.010 Definitions. Unless the context specifically indicates otherwise, the meaning of terms used in this chapter (chapter) shall be as follows:

- (1) “Council” shall mean the Town Council of the Town of French Lick, or any duly authorized officials acting on its behalf. (Ord. 97-8, S1(a), Sept. 15, 1997) (Ord. 93-5, S1(a), Dec. 6, 1993)
- (2) “Town” shall mean the Town of French Lick acting by and through the Council. (Ord. 97-8, S1(b), Sept. 15, 1997) (Ord. 93-5, S1(b), Dec. 6, 1993)
- (3) “Industrial wastes” shall mean the wastewater discharges from industrial, trade or business processes as distinct from employee wastes or wastes from sanitary conveniences. (Ord. 97-8, S1(c), Sept. 15, 1997) (Ord. 93-5, S1(c), Dec. 6, 1993) (Ord. 8-20-62-A, S4B, Aug. 20, 1962)
- (4) “Person” shall mean any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity. (Ord. 97-8, S1(d), Sept. 15, 1997) (Ord. 93-5, S1(d), Dec. 6, 1993)
- (5) “Shall” is mandatory; “May” is permissive. (Ord. 97-8, S1(e), Sept. 15, 1997) (Ord. 93-5, S1(e), Dec. 6, 1993)
- (6) “Sewage” shall have the same meaning as defined in the Sewer Use Ordinance. (Ord. 97-8, S1(f), Sept. 15, 1997) (Ord. 93-5, S1(f), Dec. 6, 1993) (8-20-62-A, S4A, Aug. 20, 1962)
- (7) “Sewer Use Ordinance” shall mean a separate and companion enactment to this Chapter, which regulates the connection to and use of public and private sewers. (Ord. 97-8, S1(g), Sept. 15, 1997) (Ord. 93-5, S1(g), Dec. 6, 1993)

18.04.020 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 system or otherwise discharges sanitary sewage, industrial wastes, water or other liquids, either directly or indirectly, into the sanitary sewerage system of the Town of French Lick. Such rates and charges shall be payable as hereinafter provided and shall be in an amount determinable as follows:

(1) Metered Water Users:

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

<u>Metered Rates Per Month</u>		<u>Rates Per 1,000 Gallons</u>
First	5,000 gallons	\$ 7.87
Next	15,000 gallons	6.88
Next	30,000 gallons	5.90
Next	50,000 gallons	4.90
Next	400,000 gallons	3.94
Over	500,000 gallons	2.62
 <u>Minimum Rate or Charge:</u>		 <u>Gallons Allowed</u>
All Meters		3,000
		<u>Per Month</u>
		\$ 23.61

(Ord. 03-08, S1, Dec. 23, 2003) (Ord. 97-8, S2(a), Sept. 15, 1997) (Ord. 93-5, S2(a), Dec. 6, 1993) (Ord. 92-5, S2, Apr. 6, 1992) (Ord. 84-3, S1, Mar. 19, 1984) (Ord. 78-4, S1, May 1, 1978) (Ord. 8-20-62-A, S1, Aug. 20, 1962)

(2) Unmetered Water Users:

For users of the sewage works that are unmetered water users or accurate meter readings are not available, the monthly charge for a single family residence shall be equal to the minimum charge outlined above. For users other than single family residences, the charge will be based on applying the metered rates to estimated usage as determined by the Town. (Ord. 97-8, S2(b), Sept. 15, 1997) (Ord. 93-5, S2(b), Dec. 6, 1993)

(3) Final rates under this section are subject to a study that shall be made to determine if an adjustment is necessary to equate rates and charges to actual water flows from the Town of French Lick, the Town of West Baden Springs,

and the French Lick Springs Valley Resort Hotel. (Ord. 97-8, S2(c), Sept. 15, 1997)

18.04.030 Water obtained from sources other than the utility serving the Town. The quantity of water discharged into the sanitary sewerage system and obtained from sources other than the utility that serves the Town shall be determined by the Town in such manner as the Town shall reasonably elect, and the sewage service shall be billed at the above appropriate rates; except, as is hereinafter provided in this section. The Town may make proper allowances in determining the sewage bill for quantities of water shown on the records to be consumed, but which are also shown to the satisfaction of the Town that such quantities do not enter the sanitary sewerage system.

- (1) In the event a lot, parcel of real estate or building discharges sanitary sewage, industrial wastes, water or other liquids into the Town sanitary sewerage system, either directly or indirectly, is not a user of water supplied by the water utility serving the Town and the water used thereon or therein is not measured by a water meter, or is measured by a water meter not acceptable to the Town then the amount of water used shall be otherwise measured or determined by the Town. In order to ascertain the rate or charge provided in this chapter, the owner or other interested party shall at his expense, install and maintain meters, weirs, volumetric measuring devices or any adequate and approved method of measurement acceptable to the Town for determining of sewage discharge. (Ord. 97-8, S3(a), Sept. 15, 1997) (Ord. 93-5, S3(a), Dec. 6, 1993) (Ord. 8-20-62-A, S2B, Aug. 20, 1962)
- (2) In the event a lot, parcel of real estate or building discharging sanitary sewage, industrial wastes, water or other liquids in the Town's sanitary sewerage system, either directly or indirectly, is a user of water supplied by the water utility serving the Town, and in addition, is a user of water from another source which is not measured by a water meter or is measured by a meter not acceptable to the Town, then the amount of water used shall be otherwise measured or determined by the Town. In order to ascertain the rates or charges, the owner or other interested parties shall, at his expense, install and maintain meters, weirs, volumetric measuring devices or any adequate and approved method of measurement acceptable to the Town for the determination of sewage discharge. (Ord. 97-8, S3(b), Sept. 15, 1997) (Ord. 93-5, S3(b), Dec. 6, 1993) (Ord. 8-20-62-A, S2C, Aug. 20, 1962)
- (3) In the event two or more residential lots, parcels of real estate, or buildings discharging sanitary sewage, water or other liquids into the Town's sanitary sewerage system, either directly or indirectly, are users of water and the quantity of water is measured by a single water meter, then in each such case, for billing purposes, the quantity of water used shall be averaged for each user and the minimum charge and the flow rates and charges shall apply to each of the number of residential lots, parcels of real estate or building served through the single water meter. (Ord. 97-8, S3(c), Sept. 15, 1997) (Ord. 95-3, S1, Mar. 6, 1995) (Ord. 93-5, S3(c), Dec. 6, 1993) (Ord. 8-20-62-A, S2E, Aug. 20, 1962)

- (4) In the event a lot, parcel of real estate or building discharges sanitary sewage, industrial waste, water or other liquids into the Town's sanitary sewerage system either directly or indirectly, and uses water in excess of 10,000 gallons per month, and it can be shown to the satisfaction of the Town that a portion of water as measured by the water meter or meters does not and cannot enter the sanitary sewerage system, then the owner or other interested party shall, at his expense, install and maintain meters, weirs, volumetric measuring devices or any adequate and approved method of measurement acceptable to the Town for the determination of sewage discharge. (Ord. 97-8, S3(d), Sept. 15, 1997) (Ord. 93-5, S3(d), Dec. 6, 1993) (Ord. 8-20-62-A, S2D, Aug. 20, 1962)

18.04.035 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 volume but also on the strength and character of the sewage and waste which it is required to treat and 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 sewerage 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 discharged to the town's sewer shall have a B.O.D. (Biochemical oxygen demand) not to exceed four hundred (400) parts per million and suspended solids not to exceed five hundred (500) parts per million at any time, which provisions are in general agreement with the recommendations contained in Manual Number 3 of the Federation of Sewage Works Association entitled "Municipal Sewer Ordinance – 1949". The proper officers of the town are authorized to prohibit the dumping of waste into the town's sewerage system which in its discretion, are deemed harmful to the operation of the sewage disposal works of said town. (Ord. 8-20-62-A, S2D, Aug. 20, 1962)

18.04.040 Connection charge. The owner of any lot, parcel of real estate or building connecting to the sewerage works shall, prior to being permitted to make a connection, pay a minimum connection charge in the amount of \$600.00 for residential and \$800.00 for commercial connections. In addition to this minimum connection charge, the respective property owner will be responsible for all other costs incurred in the connection to the sewerage works. (An example: it costs (physical labor and material) to connect an owner to the sewerage works \$650.00... that residential owner would be charged a grand total of \$650.00... \$600.00 minimum fee plus \$50.00 for the actual connection costs... for a commercial connection based upon the above criteria, the total cost would be \$850.00). The Town Council now finds such a connection charge to be a reasonable and equitable pro rata cost of construction of a local or lateral sewer adequate to serve the property so connecting and the cost of providing a connection to the sewer system. (Ord. 04-09, S1, Oct. 18, 2004) (Res. 99-3, June 7, 1999) (Ord. 97-8, S4, Sept. 15, 1997) (Ord. 97-3, Apr. 21, 1997) (Ord. 93-5, S4, Dec. 6, 1993) (Ord. unnumbered, S1, S2, Aug. 21, 1916) Ord. unnumbered, S1, S2, July 15, 1912)

18.04.050 Billing and collection of sewer charges. Such rates and charges shall be prepared, billed and collected by the Town in the manner provided by law and ordinance.

- (1) Billings. Charges for sewage service shall be made each month, January through November for the 2012 calendar year. All bills are to be rendered on or before the 5th day of the month following the month for which charges are made, and shall be due and payable on the date of rendition thereof. (Ord. 12-09, S1, Dec. 3, 2012) (Ord. 11-02, S1, Aug. 1, 2011) (Ord. 97-8, S5(a), Sept. 15, 1997) (Ord. 93-5, S5(a), Dec. 6, 1993) (Ord. 92-5, S3, Apr. 6, 1992) (Ord. 84-3, S2, Mar. 19, 1984) (Ord. 78-4, S2, May 1, 1978) (Ord. 8-20-62-A, S5, Aug. 20, 1962)
- (2) The rates and charges may be billed to the tenant or tenants occupying the properties served, unless otherwise requested in writing by the owner, but such billing shall in no way relieve the owner from the liability in the event payment is not made as herein required. The owners of properties served, which are occupied by a tenant or tenants, shall have the right to examine the collection records of the Town for the purpose of determining whether bills have been paid by such tenant or tenants, provided that such examination shall be made at the office at which said records are kept and during the hours that such office is open for business. (Ord. 97-8, S5(b), Sept. 15, 1997) (Ord. 93-5, S5(b), Dec. 6, 1993) (Ord. 84-3, S5, Mar. 19, 1984) (Ord. 78-4, S5, May 1, 1978)
- (3) As is provided by statute, all rates and charges not paid when due are hereby declared to be delinquent and a penalty of ten percent (10%) of the amount of the rates or charges shall thereupon attach thereto. (Ord. 97-8, S5(c), Sept. 15, 1997) (Ord. 93-5, S5(c), Dec. 6, 1993)
- (4) Delinquencies. In the event the charges for sewage service are not paid within thirty (30) days after rendition of the bill the customer will be mailed a letter notifying them of delinquency and that they have 30 days to pay billing statement; otherwise their respective water service will be disconnected with an additional \$25.00 fee attached. Upon which the unpaid principal balance, late fees and the additional \$25.00 fee will have to be paid in full before any and all water service will be reconnected. (Ord. 97-8, S5(d), Sept. 15, 1997) (Ord. 93-5, S5(d), Dec. 6, 1993) (Ord. 92-5, S4, Apr. 6, 1992) (Ord. 84-3, S3 & 4, Mar. 19, 1984) (Ord. 78-4, S3 & 4, May 1, 1978)
 - A. Whenever the delinquent user shall be of the opinion that said sewerage service bill is erroneous, said delinquent user may request an opportunity to meet informally with said designee who shall be empowered to correct any incorrect charges. Said designee shall issue within five (5) days a final determination denying, modifying or granting an adjustment of the charges. Payment of a disputed bill and penalties by a delinquent user does not constitute a waiver of rights to

subsequently claim and recover from the municipality sums improperly charged to the delinquent user. (Ord. 91-3, S3, Apr. 15, 1991)

- B. The delinquent user may appeal the designee's final determination to the Town Council, providing that the Town Council has received written notice of the appeal within thirty (30) days of the delinquent user's receipt of the designee's final determination. The Town Council shall notify the delinquent user of a time and place of hearing of the appeal. The delinquent user shall have the burden of proving that the disputed delinquent sewerage service fees were erroneously assessed. The Town Council shall consider any relevant and material evidence available in determining whether the delinquent user is entitled to an adjustment. The Town Council may grant, deny or modify the petition for adjustment as it deems necessary. Upon finding that the disputed delinquent sewerage service fees were erroneously assessed, the Town Council may make adjustments in the disputed delinquent sewerage service fees, including, but not limited to, a refund or a credit against delinquent user fees provided for in this chapter. (Ord. 91-3, S4, Apr. 15, 1991)
- C. If the delinquent user fails to pay the delinquent amount or otherwise resolve the charges as specified in Sections A and B, the Town Council or its designee shall give written notice to the water utility serving the delinquent user to discontinue water service to the premises designated in the notice until notified otherwise. The notice must identify the delinquent sewer user in enough detail to enable the water utility to identify the water service connection that is to be terminated. Upon receipt of the notice, the water utility shall disconnect water service to the delinquent user as authorized under I.C. §36-9-25-11.5(c). If the water utility does not discontinue service within thirty (30) days after receiving notice from the municipality, the utility is liable for any delinquent user fees incurred thirty (30) days after receipt of notice to discontinue water service and that are not collected from the delinquent user as authorized under I.C. §36-9-25-11.5(f). (Ord. 91-3, S5, Apr. 15, 1991)
- D. Water service may not be shut off under this chapter if a local board of health has found and certified to the municipality that the termination of water service will endanger the health of the delinquent user and others in the municipality. (Ord. 91-3, S6, Apr. 15, 1991)

18.04.060 Enforcement of laws and regulations for the safe, economical and efficient management of the sewer system. The Town shall make and enforce such by-laws and regulations as may be deemed necessary for the safe, economical and efficient management of the Town's sewerage system, pumping stations and sewage conveyance system, for the construction and use of house sewers and connections to the sewerage system, and for the regulation, collection, rebating and refunding of such rates and charges.

The Town is hereby authorized to prohibit dumping of wastes into the Town's sewage system which, in its discretion, are deemed harmful to the operation of the sewage treatment works of the Town or to require methods affecting pretreatment of said wastes to comply with the pretreatment standards included in the National Pollution Discharge Elimination System (NPDES) permit issued to the Town of French Lick. (Ord. 97-8, S6, Sept. 15, 1997) (Ord. 93-5, S6, Dec. 6, 1993) (Ord. 8-20-62-A, S6, Aug. 20, 1962)

18.04.070 Separability of provisions. The invalidity of any section, clause, sentence, or provision of this chapter shall not affect the validity of any other part of this chapter which can be given effect without such invalid part or parts. (Ord. 97-8, S7, Sept. 15, 1997) (Ord. 93-5, S7, Dec. 6, 1993)

Chapter 18.06

CONTRACT WITH WEST BADEN SPRINGS FOR THE TREATMENT OF SEWAGE

Sections:

18.06.005	Purpose
18.06.010	Contract entities
18.06.020	Contract

18.06.005 Purpose.

- (1) The Civil Town of French Lick, Indiana, is contemplating the construction of an interceptor sewer and a sewage treatment plant all pursuant to certain plans and specifications prepared by Midwestern Engineers, Inc., of Loogootee, Indiana; and
- (2) The Stream Pollution Control Board of the State of Indiana, has heretofore on November 3, 1960, issued an order against each of said Civil Towns to cease and desist from polluting streams and watercourses in and about said Towns; and
- (3) It has been determined that it is economically feasible only for both of said towns to have their respective sewage effluent treated at a common plant; and
- (4) It is impossible under existing statutes for the two towns to jointly own said sewage treatment plant; and
- (5) The legislature of the State of Indiana, in Chapter 61 of the Acts of the General Assembly for the year 1932 (Special Session) and all Acts amendatory thereof and supplemental thereto, particularly Chapter 178 of the Acts of the General Assembly of the State of Indiana, for the year 1959, has provided for the construction of such a treatment plant by one civil unit and for the contracting for the treatment of the sewage affluent of another civil unit. (Ord. 8-6-62-C, Whereas, Aug. 6, 1962)

18.06.010 Contract entities. That the Civil Town of French Lick, Indiana, hereinafter referred to as "Owner" enter into a contract with the Civil Town of West Baden Springs, Indiana, hereinafter called the "User", whereby said Civil Town of French Lick, Indiana, agrees to treat the sewage effluent of the Town of West Baden Springs, all according to a prepared contract heretofore composed by counsel for both civil units and which said contract among other things provides that the users shall pay the owner for said service and that the charge for same shall be based upon two items: (1) the debt service requirement for the original cost of construction of said common plant shall be refunded by the Town of West Baden Springs to the owner based upon the total volume design flow of said facilities; (2) that the cost of operation of said common plant shall be contributed to by user based upon

the actual service rendered to the user computed upon the total water consumption of the water users in the Town of West Baden Springs. (Ord. 8-6-62-C, S1, Aug. 6, 1962)

18.06.020 Contract. That the tenor of the agreement and the wording thereof shall read as follows:

SEWAGE WORKS CONTRACT

THIS AGREEMENT, made and entered into this 6th day of August, 1962, by and between the Civil Town of French Lick, Indiana (hereinafter called the "Owner"), and the Civil Town of West Baden Springs, Indiana, (hereinafter called the "User", WITNESSETH:

WHEREAS, French Lick and West Baden Springs are adjacent and contiguous incorporated towns in Orange County, Indiana, and each municipality has determined that a necessity exists to construct sewage treatment facilities sufficient to prevent the flow of raw sewage from the respective municipalities into streams and watercourses and to abate the pollution of streams and watercourses in and about said municipalities; and

WHEREAS, said municipalities have determined that it is more economical and feasible that a single sewage treatment plant and necessary intercepting sewer and lift station be constructed to collect and treat the sewage of both municipalities than for each municipality to construct individual and separate sewage treatment facilities; and

WHEREAS, Section 17 of Chapter 61 of the Acts of the Indiana General Assembly for the year 1932 (Special Session), as amended by Section 2 of Chapter 178 of the Acts of 1959, authorizes a contract by and between two incorporated towns whereby a town owning and operating facilities for sewage treatment may contract to treat all or any portion of the sewage of another town, subject to the approval of such contract by the Stream Pollution Control Board of the State of Indiana and the Indiana State Board of Health, and further provides that the necessary intercepting and connecting sewers and appurtenances to connect the facilities or works of the contracting parties may be constructed in part or in whole by either of the contracting parties as provided in the contract; and further provides that the funds to pay the cost thereof may be provided by the issuance of bonds under the laws applicable thereto as a part of the cost of the facilities or works of the respective parties; and

WHEREAS, it has been determined that the Town of French Lick should construct, finance the cost of construction, own and operate the necessary intercepting sewers lift station and sewage treatment plant to be connected to the sewer systems of said Town of French Lick and said Town of West Baden Springs for the purpose of treating the sewage emanating from both said municipalities, and it has been determined that said Town of West Baden Springs should contribute to said project its fair and equitable share of the cost of construction and the cost of operating and maintaining said treatment plant, lift station and intercepting sewer; and

WHEREAS, due to the topography of said municipalities it is necessary that said sewage treatment plant, lift station and intercepting sewer be constructed within the corporate limits of the Town of West Baden Springs; now therefore,

FOR AND IN CONSIDERATION of the following terms, covenants and conditions, it is mutually agreed and contracted by and between the parties as follows:

1. The Owner shall construct an interceptor sewer, lift station, and sewage treatment plant sufficient in size and capacity to treat the sanitary sewage emanating from the Owner and the User, and Owner agrees to treat the sanitary sewage emanating from the sanitary sewer system of User that is connected to said interceptor sewer in accordance with the provisions of this contract. The term "Interceptor Sewer" as used in this agreement shall be construed to mean that portion of the interceptor sewer which extends from the south corporate boundary of the Town of West Baden Springs through said Town to the lift station and sewage treatment plant. The term "lift station" as used in this agreement shall be construed to mean a single lift station designated as "Lift Station No. 1" on certain maps, drawings, plans and specifications prepared for the project by Midwestern Engineers, Inc. The term of this contract shall extend from the date hereof to the date of the last maturity of the sewage works revenue bonds to be issued by Owner to finance the cost of construction of said sewage treatment plant, lift station and interceptor sewer, or until the final retirement of said bonds, whichever is the sooner. At the end of said period User shall have the option to renew this agreement as hereinafter provided.
2. The sewage treatment plant, lift station and interceptor sewer shall be contracted for and constructed by Owner in accordance with plans and specifications approved by the Stream Pollution Control Board of the State of Indiana and the Indiana State Board of Health, or such successor bodies as shall be charged by law with the functions and duties of said agencies. Said sewage treatment plant, lift station and interceptor sewer shall at all times be operated by Owner in conformity with any applicable rules, regulations and requirements of the Stream Pollution Control Board of the State of Indiana, and the Indiana State Board of Health, or such successor bodies as shall be charged by law with the functions and duties of said agencies.
3. User hereby grants to Owner the right to construct such sewage treatment plant, lift station and interceptor sewer within the corporate boundaries of User, utilizing such streets and alleys, and acquiring such rights-of-way, in User as may be necessary, and to own, and operate said sewage treatment plant, lift station and interceptor sewer within the corporate boundaries of User; also the right to make such repairs, replacements, additions and extensions thereto as may be deemed necessary in the future by Owner.
4. Owner grants to User the right to connect existing sanitary sewers and future sanitary sewers located within the corporate boundaries of User to the interceptor sewer being constructed by Owner in the corporate boundaries of User; also, the right to connect to said interceptor sewer a line from West Baden College.

5. Owner and User agree that the cost of construction of the sewage treatment plant, lift station and interceptor sewer will be paid by Owner from a federal grant of funds and from the proceeds of sewage works revenue bonds to be issued by Owner, and that the proportion of the cost to be contributed by User toward construction and operation of said facilities consists of two elements, viz., contribution towards the principal and interest requirements of that portion of the sewage works revenue bonds issued by Owner which is allocable to the cost of construction of the sewage treatment plant, lift station, and interceptor sewer, including allocated construction contingency and engineering expense (hereinafter called "Debt Service Requirement") and contribution toward the annual cost of operation of the sewage treatment plant, lift station and interceptor sewer (hereinafter called "Operation Expense Requirement"). Owner shall collect and User shall pay charges for the use of and service rendered by Owner's sewage treatment plant, lift station and interceptor sewer upon the basis, in the manner and at the times as follows:

BEST SERVICE REQUIREMENT OF SEWAGE WORKS REVENUE BONDS.

- (a) Owner and User agree that the proportionate contributions to the principal and interest requirements of sewage works revenue bonds issued by Owner on account of the construction of the sewage treatment plant, lift station and interceptor sewer to serve both Owner and User are to be borne by the parties in the proportion of design flow of said facilities to serve Owner and User; that said facilities are designed so that twenty-four and three-tenths per cent (24.3%) of the total volume design flow of said facilities is attributable to the handling and treatment of sanitary sewage emanating from User and that seventy-five and seven-tenths per cent (75.7%) of the total volume design flow of said facilities is attributable to the handling and treatment of sanitary sewage emanating from owner. Accordingly, User shall make an annual payment of User's portion of the Debt Service Requirement to Owner in an amount equal to twenty-four and three-tenths per cent (24.3%) of the average annual principal and interest requirement of that portion of the sewage works revenue bonds issued by Owner on account of the construction of the sewage treatment plant, lift station and interceptor sewer, including the engineering expense and contingency allocable to the construction of said sewage treatment plant, lift station and interceptor sewer, but excluding other incidental expense such as legal fees, accounting, preparation of official statement, bond printing, and similar items of non-construction costs.
- (b) In the event that any portion of the proceeds of the sewage works revenue bonds issued on account of the construction of the sewage treatment plant, lift station and interceptor sewer, including engineering expense and contingency, shall not be required for that purpose, then such amount shall be placed in the Sewage Works

Sinking Fund established by Owner for the payment of the principal of and interest on the bonds, and there shall be credited against User's first annual payment of its portion of the Debt Service Requirement an amount equal to twenty-four and three-tenths per cent (24.3%) of such unused portion of such bond proceeds deposited in said sinking fund. The first annual payment to be made by User shall be reduced by the amount of such credit.

- (c) The provisions of subsections (a) and (b) contemplate that no additions, extensions or substantial replacements to the sewage treatment plant, lift station and interceptor sewer will be required during the term of this agreement. In the event additions or extensions are required to meet the needs of either Owner or User resulting from increased demand or substantial replacements are required as a result of breakdown, complete wearing out of major machinery or equipment, or casualty not covered by insurance, then the additional capital cost of said additions, extensions or substantial replacements shall be further apportioned between Owner and User by supplemental agreement.
- (d) In the sewage works revenue bonds issued by Owner there shall be capitalized a sufficient amount to pay interest accruing on said bonds for a period of twelve (12) months from the date of issuance thereof. User's proportion of Debt Service Requirement to be paid by User to Owner shall therefore accrue beginning as of the first day of the twelfth month from the date of issuance of the sewage works revenue bonds by Owner, and payments thereof by User shall be paid beginning as of the first day of the thirteenth month from the date of issuance of the bonds. Such payments shall be in equal monthly amounts and each payment shall be in the amount of one-twelfth (1/12) of the average annual principal and interest requirements of that portion of the sewage works revenue bonds issued by Owner on account of the construction of the sewage treatment plant, lift station and interceptor sewer as hereinabove provided.

OPERATION EXPENSE REQUIREMENT.

- (a) Owner and User agree that the cost of operation of the sewage treatment plant, lift station and interceptor sewer is to borne by the parties in proportion to the usage by Owner and User of said sewage treatment plant, lift station and interceptor sewer; that the usage of said facilities shall be determined on the basis in the case of User by the sum of the water consumption of water users in User as shown by the records of the water utility serving User plus the quantity of sewage usage by West Baden College shown on a sewage flow meter installed in the sewer line from said College for such purpose (which sum is hereinafter called "User Usage"); and in the case of Owner by the total of the water consumption of water users in Owner as shown by

the records of the water utility serving Owner plus the quantity of sewage usage by Sheraton-French Lick Corporation shown on a sewage flow meter installed in the sewer line from said Sheraton-French Lick Corporation for such purpose (which sum is hereinafter called "Owner Usage"). The amount of Operation Expense Requirement to be contributed by User shall be the proportion that User Usage bears to the total of User Usage and Owner Usage, and the amount of Operation Expense Requirement to be contributed by Owner shall be the proportion that Owner Usage bears to the total of User Usage and Owner Usage. During the first year of operation User shall pay thirty-one and four-tenths per cent (31.4%) of the annual operation cost of sewage treatment plant, lift station and interceptor sewer as estimated by Midwestern Engineers, Inc., and Owner shall pay sixty-eight and six-tenths per cent (68.6%) of the estimated annual operation cost. Thereafter, the proportion of the Operation Expense Requirement to be borne by User and Owner shall be determined upon the basis of the preceding operating, calendar or fiscal year's actual usage to be computed upon the basis hereinbefore set forth.

- (b) As soon as the sewage treatment plant, lift station and interceptor sewer are placed in operation, Owner and User shall each maintain accurate records of Owner Usage and User Usage, respectively, and copies of summary totals of such Usage shall promptly be supplied to each. Owner shall have the right to inspect all User Usage records of User, and User shall have the right to inspect all Owner Usage records of Owner.
 - (c) As soon as sewage treatment plant, lift station and interceptor sewer are placed in operation, Owner shall maintain accurate records of the operating expense of the sewage treatment plant, lift station and interceptor sewer and shall furnish a statement monthly of such expense to Users including in such statement only that portion of the operator's services, labor, use of equipment and other expenses which are allocable to the cost of treatment of sewage and maintenance and repair of the treatment plant, lift station No. 1, and the interceptor sewer within the Town of West Baden Springs.
 - (d) The Operation Expense Requirement payments by User to Owner shall be made monthly beginning as of the first day of the month next following the placing in operation of sewage treatment plant, lift station and interceptor sewer, and each monthly payment shall be in the amount of one-twelfth (1/12) of the annual Operation Expense Requirement allocated to User as hereinbefore set forth.
6. User hereby agrees to establish and maintain such sewage rates and charges against lots, parcels of real estate or buildings served by the sewer system of User as will enable User to make the payments of its proportion of the Debt

Service Requirement and Operation Expense Requirement set forth in this agreement.

7. Owner and User shall each use due diligence to prevent storm water and surface drainage from entering Owner's and User's respective sewers so that, to all extent possible, sewers emptying into interceptor sewer, lift station and sewage treatment plant shall carry only sanitary sewage and waste. Owner and User agree that each will use due precaution to prevent industrial wastes of a character harmful to sewage treatment plant facilities from entering into the sewer system of each, and that in the event industrial waste enters the User's or Owner's sewer system which, by virtue of difficulty in treatment, increases the cost of operation, an adjustment to take cognizance thereof will be made in the proportions of Operation Expense Requirements to be borne by User and Owner. Owner and User further agree that each will enact and enforce such ordinances, rules and regulations governing sewer connections and admission of sewage into sewers as will assure that the foregoing purpose be carried out.
8. Owner agrees to carry insurance on the insurable portions of sewage treatment plant, lift station and interceptor sewer to the extent and in such manner as will assure against the hazards of fire, lightning, flood, explosion, or unavoidable casualty, to the extent that insurance against such hazards is regularly available without extraordinary hazard premium rate. All policies of insurance shall be obtained from responsible insurance companies qualified to do business in the State of Indiana. In the event of loss or damage resulting from such events insured against, the proceeds from insurance shall be used promptly to replace the property so destroyed or damaged, or be placed in the sinking fund established by Owner for the payment of the sewage works revenue bonds and be used solely to retire all or a portion of Owner's then outstanding sewage works revenue bonds.
9. At the conclusion of the term of this agreement set forth in Paragraph No. 1 hereof, User shall have the option to renew this contract for additional five (5) year periods, and the charges to be paid by User to Owner shall be arrived at by negotiation upon the basis of then applicable and existing conditions with respect to Operation Expense Requirement and Debt Service Requirement, if any.
10. In the event of non-payment by User of Owner of the charges herein provided, Owner shall have the right by suit at law or in equity to collect said charges and to compel the payment thereof by User; and in the event of non-payment by User, Owner further shall have the right to require that User disconnect its sewer system from the interceptor sewer, lift station and sewage treatment plant of Owner, subject to such requirements for the protection of public health as may be imposed by the Stream Pollution Control Board of the State of Indiana, the Indiana State Board of Health, and any successor state bodies or agencies.

11. Owner shall have no right to disconnect User's sewer system from interceptor sewer, lift station and sewage treatment plant, except for non-payment of the charges herein provided, and shall continue to provide the services herein provided so long as User is not in default in the payment of the charges herein provided.
12. Any duty or liability herein imposed upon Owner and User is contingent upon the approval of this agreement by the Stream Pollution Control Board of the State of Indiana, and the Indiana State Board of Health pursuant to Section 17 of Chapter 61 of the Acts of the Indiana General Assembly for the year 1932 (Special Session), as amended by Section 2 of Chapter 178 of the Acts of 1959, (section 48-4317, Burns Indiana Statutes, 1950 Replacement); and is further contingent upon the issuance and sale of sewage works revenue bonds by Owner to finance said sewage treatment plant, lift station and interceptor sewer and the issuance and sale of sewage works revenue bonds by User to finance improvements to its sanitary sewer system.

IN WITNESS WHEREOF, the Civil Town of French Lick, in Orange County, State of Indiana, pursuant to ordinance duly enacted by the Board of Trustees of said Town, has caused this contract to be executed in its corporate name by the President of its Board of Trustees, its corporate seal to be hereunto affixed and attested by its Clerk-Treasurer, and the Civil Town of West Baden Springs, in Orange County, State of Indiana, pursuant to ordinance duly enacted by the Board of Trustees of said Town, has caused this contract to be executed in its corporate name by the President of the Board of Trustees, its corporate seal to be hereunto affixed and attested by its Clerk-Treasurer, all as of this 6th day of August, 1962.

CIVIL TOWN OF FRENCH LICK, OWNER

BY: Claude Taylor
President of Board of Trustees

(Seal)

Attest:

Everett Land
Clerk-Treasurer

CIVIL TOWN OF WEST BADEN SPRINGS, USER

BY: George E. Scott
President, Board of Trustees

(Seal)

Attest:

Cledith Tolbert
Clerk-Treasurer

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed. The invalidity of any sections clause, sentence, or provision of this chapter shall not affect the validity of any other part of this chapter which can be given effect without such invalid part or parts.

Section 4. This chapter shall be in full force and effect from and after its passage.

Section 5. The legal counsel for the Town of French Lick, Indiana, is hereby directed to submit said sewage works contract to the Indiana State Board of Health and the Stream Pollution Control Board for their approval pursuant to the legislation aforesaid. (Ord. 8-6-62-C, S2 "Contract", Aug. 6, 1962)

Chapter 18.25

STREET LIGHTING CONTRACT WITH PUBLIC SERVICE COMPANY OF INDIANA

Sections:

18.25.010 Street lighting contract

18.25.010 Street lighting contract. The Board entered into contracts with the Public Service Company of Indiana for overhead street lighting service and for ornamental street lighting service; same to be in effect until Oct. 1951, copy of such contracts on file in the Clerk-Treasurer's office. (Ord. No. 1, S1, May 23, 1936) (Res. No. 1, Feb. 19, 1934)

Chapter 18.28

**ELECTRIC SUPPLY AGREEMENT FOR TRAFFIC FLASHER SIGNALS
WITH PUBLIC SERVICE COMPANY OF INDIANA**

Sections:

- 18.28.010 Approval of Agreement and the Signal Facility License**
- 18.28.020 Effective when**
- 18.28.030 Supply Agreement**
- 18.28.040 Traffic and/or flasher signal facility license**
- 18.28.050 Rate TS - Schedule for Traffic Signal Service**
- 18.28.060 Rate FS - Schedule for Flasher Signal Service**
- 18.28.070 Exhibit "B" Monthly Billing**

18.28.010 Approval of Agreement and the Signal Facility License. That the TOWN OF FRENCH LICK, INDIANA, do make and enter with PUBLIC SERVICE COMPANY OF INDIANA, INC. into the Electric Energy Supply Agreement and the Signal Facility License, and each of them; and that said agreements, in the respective forms set forth, be, and the same are hereby, approved; that a majority of the BOARD OF TRUSTEES of said Town are authorized to execute each and both of said agreements in the name of, and for, and in behalf of said Town, and the Clerk-Treasurer is authorized to attest each and both of said agreements with his signature and affix thereto the corporate seal of said Town; and that when said respective agreements are so executed and are duly executed by PUBLIC SERVICE COMPANY OF INDIANA, INC., they shall be in full force and effect. Passed, approved and signed May 5, 1969. (Ord. 5-5-69, S1, May 5, 1969)

18.28.020 Effective when. This chapter shall be in full force and effect from and after its passage. Passed, approved and signed May 5, 1969. (Ord. 5-5-69, S2, May 5, 1969)

18.28.030 Supply Agreement.

**AGREEMENT COVERING SUPPLY OF ELECTRIC ENERGY
FOR TRAFFIC AND/OR FLASHER SIGNALS**

THIS AGREEMENT entered into this 5th day of May, 1969, by and between Town of French Lick, Orange County, Indiana, acting by and through its Board of Trustees (hereinafter called "Municipality"), party of the first part, and PUBLIC SERVICE COMPANY OF INDIANA, INC., (hereinafter called "Company"), party of the second part,

WITNESSETH:

SECTION I. Company, in consideration of the payments hereinafter mentioned, will furnish to Municipality, under and pursuant to the provisions of the attached schedules of tariffs, rules and regulations designated TS and FS and attached hereto as "Exhibit A", all electric energy

required to light and operate traffic and/or flasher signals owned and maintained by Municipality.

SECTION II. Municipality agrees to take and pay for, in accordance with the provisions of said schedules TS and FS, all electric energy furnished it by Company for lighting and operating traffic and/or flasher signals.

SECTION III. The locations and description of the signals to be covered initially under the terms of this agreement are shown on the list attached hereto as "Exhibit B". Municipality may, at its own cost and expense, alter the list of signals from time to time by the addition or removal of signals, or by the change of type of signals at any location (which would require a change in description), but the rates herein referred to shall be applied to those signals actually in operation during the period for which payment is to be made. Municipality shall issue a legal order to Company covering all such alterations in the original list of signals and electric energy supplied at such changed installations shall be paid for under the rates hereof commencing with the date the change is made, which date shall be named in the Municipality's order.

SECTION IV. Municipality shall be solely responsible for all the maintenance and repair of said traffic and/or flasher signals and for the replacement of the lamps used therein.

SECTION V. Should any change in the rate provided for in Section I hereof be ordered by the Public Service Commission of Indiana, payments for service by Municipality to Company as provided for in Section II hereof shall thereafter be made upon the basis of such new rate as changed and approved by the Public Service Commission of Indiana.

SECTION VI. The furnishing of electric energy for said signals shall commence on the ___ day of _____, 1969, and shall continue thereafter until thirty (30) days written notice is given by either party to the furnishing or receiving of electric energy hereunder.

SECTION VI. From and after the date when the furnishing of electric energy is commenced under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto under the terms of which electric energy for traffic and/or flasher signal is furnished by Company to Municipality or any other service in respect of the operation of traffic and/or flasher signals is rendered by Company to Municipality; and all such other agreements shall be deemed terminated and cancelled as of such date.

SECTION VII. Municipality represents and covenants that all things required by law precedent to the lawful execution by Municipality of this agreement have been prepared, given, held, submitted, furnished and properly done and performed.

SECTION VIII. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS THEREOF the parties hereto have caused quadruplicate copies of this agreement to be duly executed by their respective duly authorized proper officers, and their

respective corporate seals to be affixed to such quadruplicate copies, and properly attested, all as of the day, month and year first above written. (Ord. 5-5-69, May 5, 1969)

18.28.040 Traffic and/or flasher Signal Facility License.

THIS AGREEMENT entered into this 5th day of May, 1969, by and between Town of French Lick, Orange County, Indiana, acting by and through its BOARD OF TRUSTEES (hereinafter called "Licensee"), party of the first part, and PUBLIC SERVICE COMPANY OF INDIANA, INC., (hereinafter called "Licensor"), part of the second part,

WITNESSETH:

SECTION I. The Licensor hereby gives the Licensee the right and license to use, at the sole expense and risk of the Licensee, subject to the terms of this agreement, facilities of Licensor located in the Town of French Lick, Indiana, for the purpose of mounting, installing or erecting traffic or flasher signal system or systems or the constituent parts thereof which are served or to be served with electric energy furnished under rate schedules attached to an "AGREEMENT COVERING SUPPLY OF ELECTRIC ENERGY FOR TRAFFIC AND/OR FLASHER SIGNALS" entered into between the parties hereto under date of May 5, 1969.

SECTION II. The Licensee agrees to submit a written request to the proper district office of Licensor, specifying the location and type of contacts, or changes therein, which the Licensee desires to make on Licensor's facilities. No contact shall be made on, added to or changed on, the Licensor's facilities until written approval of the proposed installation, addition or change has been obtained from Licensor's, district manager.

SECTION III. The Licensee shall so use said facilities and so operate and maintain its equipment and attachments used in connection therewith as not to conflict or interfere with the operation of the lines and equipment of the Licensor. All work in or about, and all equipment used in connection with, said facilities, shall be at all times performed and maintained in a good, safe and workmanlike manner and so as not to endanger the safety of employees or patrons of the Licensor, or of its or their property.

SECTION IV. The Licensee assumes liability for, and agrees to hold the Licensor free and harmless from, any and all loss and damage proximately caused by the negligence of the Licensee in the installation, maintenance or operation of any equipment, attachments or other property located by the Licensee under and pursuant to this agreement on the property of the Licensor, and from any and all expense reasonably incurred by the Licensor in defending any and all such claims.

SECTION V. The rights hereby granted the Licensee are personal to it, and cannot be assigned, transferred or sublet without the consent in writing of the Licensor.

SECTION VI. The Licensor may at any time and from time to time, for any reason whatsoever, upon written notice to the Licensee, require the Licensee to remove from the facilities or premises of the Licensor the equipment, attachments or other property constituting any contact or contacts which the Licensee pursuant to this agreement then has

located on the premises of the Licensor. The Licensee hereby agrees that in the case of each such notice it will, within ten days after receipt thereof and at its own sole expense, remove said equipment, attachments or other property covered by such notice, and that such removal shall be made without any damage to the property of the Licensor.

SECTION VII. This agreement shall continue in force until terminated by either party hereto giving to the other at least thirty days' previous written notice of its intention to terminate the same. The Licensee agrees that it will prior to the expiration of said period, at Licensee's own sole expense and without damage to the property of the Licensor, remove from the premises of the Licensor each and all of the equipment, attachments and other property of the Licensee which is located on such premises under and by virtue of the licenses hereby granted.

SECTION VIII. Licensee represents and covenants that all things required by law precedent to the lawful execution by Licensee of this agreement have been prepared, given, held, submitted, furnished and properly done and performed.

SECTION IX. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF the parties hereto have caused quadruplicate copies of this agreement to be duly executed by their respective duly authorized proper officers, and their respective corporate seals to be affixed to such quadruplicate copies, and properly attested, all as of the day, month and year first above written. (Ord. 5-5-69, May 5, 1969)

18.28.050 Rate TS - Schedule for Traffic Signal Service

Availability

For service to the traffic signal system belonging to any municipality, the State of Indiana or any other agency legally authorized to own, operate and maintain a traffic signal system in conjunction with the regulation of traffic at "controlled intersections" of public streets or highways.

Character of Service

Alternating current, sixty cycle, single phase, at approximately 120 volts or 120/240 volts.

Rate

For signals using lamps of not exceeding 69 watts each:

Type A - \$ 1.25 per month for each traffic signal face unit operated by energy supplied hereunder.

Type B - \$1.75 per month for each traffic signal face unit operated by energy supplied hereunder.

“Traffic Signal Face Unit” as used herein shall mean one side of a traffic signal casing, classified as follows

Type A - Containing not less than one (1) signal lens, nor more than three (3) signal lenses of different colors, arranged in such a manner that only one (1) lamp will be burning at any time, except for the overlap of time necessary to accommodate the change in signal.

Type B - Containing four (4) signal lenses arranged in such a manner that (a) two lenses of the same color may be operated simultaneously during each traffic signal cycle, or (b) one lens showing a directional arrow may be operated simultaneously with one of the standard colored lenses, provided, however, that not more than two (2) lamps shall be burning at any time except for the overlap of time necessary to accommodate the change in signal.

Arrangements providing for the simultaneous burning on the same side of a traffic signal casing of lamps in excess of those permitted under Type B, above, will, for the purpose of this schedule, be considered as additional face units on such side of the traffic signal casing. Such additional face units will be billed at the rates for either Type A or Type B face units, whichever is applicable.

For signals using lamps which exceed 69 watts each there shall be added to the rates for Type A or Type B face units provided herein a charge of \$0.50 per month for each lamp which exceeds 69 watts but does not exceed 116 watts and \$0.75 per month for each lamp which exceeds 116 watts but does not exceed 150 watts.

Ownership of Traffic Signal System

The traffic signal system shall be installed, erected and maintained by Customer without any cost to Company and shall, except for such of its equipment or facilities as Company may license and grant for use by Customer, consist of all equipment beyond the point of connection of Company’s service lines with Customer’s signal system, including all cables, wires, conductors, conduits, poles, posts, lamps, signals, brackets, reflectors, lenses, timers, relays, time clocks, switches and safety devices.

Facilities Furnished by Company

When requested by Customer, in order to provide efficient and economical installation of a traffic signal system, Company will permit Customer to occupy space on its poles or posts for mounting signals, span wires, conductors, wires, signals, timers or other appurtenant parts of the signal system when such use of Company’s facilities will not jeopardize the safety of the employees of Company or the rendering of other utility service by Company. Where such use is granted, Customer will be required to execute a facility license agreement covering such use of Company’s facilities,

Change in Traffic Signal System

It will be permissible for Customer, without prior notice to Company, to make any changes in Customer’s traffic signal system that may be required from time to time, unless such changes

will result in (a) the change of any existing point of connection between a “controlled intersection” of Customer and Company’s service lines, or (b) a transfer of the location of a “controlled intersection” of Customer to another point.

In the event that Customer desires to make any change that will result in one or both of the conditions enumerated in the immediately preceding paragraph, written notice of such change shall be given to Company at least ten (10) days before the making of such change.

In all other cases, Customer shall, with twenty (20) days after making any change, furnish to Company a complete description of the equipment to be maintained by Customer at each such changed “controlled intersection,” after such change has been accomplished, and advise Company of the date on which such change was made.

Liability

Company will not, and may not be required to, assume or acknowledge any liability for any damages or injuries to or death of any person, or any damages to property which may have resulted from the failure, for any reason or cause, of any lamp or lamps to be lighted or to be operated.

Payments for Energy

Bills for electric energy supplied by Company shall be presented monthly. Full payment of each such bill shall be made within fifteen (15) days from the due date thereof. (Ord. 5-5-69, Exhibit A, May 5, 1969)

18.28.060 Rate FS - Schedule for Flasher Signal Service.

Availability

Available for service to flasher signals operated by the United States or any of its agencies, by the State of Indiana or any municipality, county or other agency of said State of Indiana or their respective agencies, to own, operate and maintain a flasher signal or signals in conjunction with the regulation of traffic on public streets or highways.

Character of Service

Alternating current, sixty cycle, single phase, at approximately 120 volts or 120/240 volts.

Rate

For flasher signal lamps controlled to burn approximately one-half the time during which signal is in operation.

\$.70 per month for each lamp of 69 watts or less.

\$.85 per month for each lamp exceeding 69 watts but not exceeding 87 watts.

\$1.10 per month for each lamp exceeding 87 watts but not exceeding 116 watts.

\$1.60 per month for each lamp exceeding 116 watts but not exceeding 150 watts.

Ownership of Flasher Signals

The flasher signals shall be installed, erected and maintained by Customer without any cost to Company and shall, except for such of its equipment or facilities as Company may license and grant for use by Customer, consist of all equipment beyond the point of connection of Company's service lines with Customer's signal system, including all cables, wires, conductors, conduits, poles, posts, lamps, signals, brackets, reflectors, lenses, timers, relays, time clocks, switches and safety devices.

Facilities Furnished by Company

When requested by Customer, in order to provide efficient and economical installation of flasher signals, Company will permit Customer to occupy space on its poles or posts for mounting signals, span wires conductors, wires, signals, timers, or other appurtenant parts of the signal system when such use of Company's facilities will not jeopardize the safety of the employees of Company or the rendering of other utility service by Company. Where such use is granted, Customer will be required to execute a facility license agreement covering such use of Company's facilities.

Change in Flasher Signals

In the event that Customer desires to make any change that will result in (a) an increase in the number and/or size of lamps used in flasher signals, (b) a change of any existing point of connection between a flasher signal of Customer and Company's service lines, or (c) a transfer of the location of a flasher signal of Customer to another point, written notice of such change shall be given to Company at least ten (10) days before the making of such change.

Liability

Company will not, and may not be required to, assume or acknowledge any liability for any damages or injuries to or death of any person, or any damages to property which may have resulted from the failure, for any reason or cause, of any lamp or lamps to be lighted or to be operated.

Payments for Energy

Bills for electric energy supplied by Company shall be presented monthly. Full payment of each such bill shall be made within fifteen (15) days from the due date thereof. (Ord. 5-5-69, Exhibit A, May 5, 1969)

18.28.070 Exhibit "B" Monthly Billing.

TRAFFIC AND FLASHER SIGNALS

FRENCH LICK, INDIANA

TRAFFIC SIGNALS ON RATE TS

<u>Location</u>	Signal Face Units		Monthly <u>Billing</u>
	<u>Type "A"</u>	<u>Type "B"</u>	

FLASHER SIGNALS ON RATE FS

<u>Location</u>	<u>No. of Lamps</u>	<u>Lamp Size</u>	<u>Monthly Billing</u>
Intersection of College and Maple Streets	1 4/w	87 to 116 watts	\$1.10

(Ord. 5-5-69, Exhibit B, May 5, 1969)

Chapter 18.44

NATURAL GAS FRANCHISE

Sections:

18.44.010	Granting of franchise
18.44.020	Non-interference with existing utilities
18.44.030	Repair of excavation areas
18.44.040	Temporary gas shut off
18.44.050	Hold harmless clause
18.44.060	Extension of service
18.44.070	Adequate supply of gas
18.44.080	Management
18.44.090	Separability of provisions
18.44.100	Effective when
18.44.110	Publication of Ordinance
18.44.120	Adoption

18.44.010 Granting of franchise. That subject to the terms, conditions and provisions hereinafter stated and set forth, there is hereby granted to H.H. Ross & Associates, their 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 French Lick, 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, places in said incorporated Town of French Lick, Indiana, for the purpose of laying, constructing, maintaining, removing, using and operating one or more lines of gas main and branch pipes 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 French Lick, Indiana, and its inhabitants thereof and territory in the vicinity of said Town. (Ord. 4, 1959, S1, Apr. 7, 1959)

18.44.020 Non-interference with existing utilities. In the work of laying, removing, changing, repairing, or replacing its pipes, mains, feeders, equipment, or appurtenances, the said H.H. Ross & Associates 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. 4, 1959, S2, Apr. 7, 1959)

18.44.030 Repair of excavation areas. That the said H.H. Ross & Associates, their 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 French Lick, Indiana stating the locations within the Town limits where such pipes, mains and conduits are proposed to be laid. Said H.H. Ross & Associates 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 H.H. Ross & Associates will so notify the

Town authorities. Upon receipt of notice as aforesaid that excavations made hereunder have been refilled and are ready for resurfacing, or repaving, the Town shall thereupon undertake such resurfacing, or repaving and shall do the same in proper manner.

All expenses properly incident to the cost of repaving or resurfacing shall be borne by said H.H. Ross & Associates and the amount thereof shall be paid prompt to the said Town within a reasonable time after receipt by the said H.H. Ross & Associates of invoice covering same. (Ord. 4, 1959, S3, Apr. 7, 1959)

18.44.040 Temporary gas shut-off. Said H.H. Ross & Associates shall have the right to temporarily shut off gas, to be supplied hereunder for any of the purposes by this Chapter 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 H.H. Ross & Associates 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 H.H. Ross & Associates. (Ord. 4, 1959, S4, Apr. 7, 1959)

18.44.050 Hold harmless clause. That the said H.H. Ross & Associates, their successors and assigns, shall at all time hold and save the incorporated Town of French Lick, Indiana, harmless from any and all liability, loss, cost, or expenses which may accrue to said incorporated Town of French Lick by reasons of the neglect, default or misconduct of the H.H. Ross & Associates in the construction, operation, or maintenance of its facilities hereunder. (Ord. 4, 1959, S5, Apr. 7, 1959)

18.44.060 Extension of service. H.H. Ross & Associates, successors, and assigns shall be required to extend their lines to take care of any consumer in the incorporated Town of French Lick who desires to use gas at any time, provided, however, that said H.H. Ross & Associates shall not be required to extend its lines beyond the curb immediately adjacent to the abutting property line of customers, nor more than one hundred (100) feet of main for each customer to be served. (Ord. 4, 1959, S6, Apr. 7, 1959)

18.44.070 Adequate supply of gas. That H.H. Ross & Associates, their successors and assigns, hereby agree to make available to the Town of French Lick, Indiana, and its inhabitants adequate supply of gas for normal purposes, except that the H.H. Ross & Associates shall not be responsible or liable for delay or failure in the performance of the premises and agreement on their 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 H.H. Ross & Associates to obtain adequate gas from its pipeline suppliers. (Ord. 4, 1959, S7, Apr. 7, 1959)

18.44.080 Management. Said H.H. Ross & Associates 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 they may, from time to time, deem necessary. (Ord. 4, 1959, S8, Apr. 7, 1959)

18.44.090 Separability of provisions. 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 Chapter invalid or illegal, or direct a change by H.H. Ross & Associates in any matter or thing therein contained such invalidity or illegality or change shall in no way affect the remaining provisions of this Chapter, or their validity or legality, and this Chapter in all other respects shall continue in full force and effect, as if said provision or provisions had not been adjudged invalid or illegal or such change directed. (Ord. 4, 1959, S9, Apr. 7, 1959)

18.44.100 Effective when. This Chapter 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 H.H. Ross & Associates agree that within six (6) months from the date of this franchise that they will furnish to the Town of French Lick a report showing whether it is or is not feasible to furnish natural gas service as provided herein they will forthwith surrender this franchise. If in the opinion of said H.H. Ross & Associates it is not feasible to furnish natural gas service as provided herein they will forthwith surrender this franchise. If in their opinion it is feasible to furnish natural gas service as provided herein they 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 French Lick may terminate said franchise provided such failure is not due to the unavailability of natural gas. (Ord. 4, 1959, S10, Apr. 7, 1959)

18.44.110 Publication of Ordinance. H.H. Ross & Associates shall pay for the publication of this Chapter. (Ord. 4, 1959, S11, Apr. 7, 1959)

18.44.120 Adoption. This Chapter and all of its terms and provisions shall inure to the benefits of and be obligatory upon the parties hereto and 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 French Lick. Passed and adopted by the Board of Trustees of French Lick, Indiana this 7th day of April, 1959. (Ord. 4, 1959, S12, Apr. 7, 1959)

Chapter 18.53

CABLE TELEVISION FRANCHISE

Sections:

18.53.010 Franchise holder

18.53.010 Franchise holder. That the Town of French Lick consents to the transactions contemplated by the TW Fanch–One Company TWF Agreement and, the Purchase Agreement and further resolves as follows:

1. Town of French Lick consents to the transfer to Fanch Cablevision of Indiana, L.P. (FCILP) of the Franchise and the cable system serving Town of French Lick effective upon the closing of the transactions contemplated by the TWF Agreement;
2. Town of French Lick further consents to the transfer by FCILP to Charter of ownership and control of the cable system serving Town of French Lick effective upon the closing of the transactions contemplated by the Purchase Agreement;
3. Town of French Lick confirms that
 - A. the Franchise is valid and outstanding and in full force and effect;
 - B. there have been no amendments or modifications to the Franchise, except as set forth herein;
 - C. Grantee is materially in compliance with the provisions of the Franchise; and
 - D. there are no defaults under the Franchise, or events which, with the giving of notice or passage of time or both, could constitute events of default thereunder.
4. Charter may
 - A. assign or transfer its assets, including the Franchise provided however, that such assignment or transfer is to a parent or subsidiary of Charter or another entity under direct or indirect control of Paul Allen;
 - B. restructure debt or change the ownership interests among existing equity participants in Charter, and/or its affiliates;
 - C. pledge or grant a security interest to any lender(s) of Charter's assets, including but not limited to the Franchise, or of interests in Charter,

for purposes of securing an indebtedness, without obtaining prior consent of Grantor;

D. sell capital stock of Charter, or any of Charter's affiliate companies, in a transaction commonly known as an "initial public offering".

5. This Resolution shall take effect immediately. (Res. 99-3b, July 19, 1999) (Res. 96-2, Apr. 1, 1996) (Res. 88-6, Oct. 17, 1988)