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Notice To Taxpayers

Public notice is hereby given that the Board of Trustees of the Town of Jonesville, Bartholomew County, Indiana, desires to enter into a franchise agreement with and contract with Indiana Gas & Water Company, Inc. and at a meeting held on the 9th day of April, 1951, the said Board of Trustees determined the exact form in which the said franchise grant and contract is to be finally adopted, to be as follows:

Natural Gas Franchise Agreement
Between
Town of Jonesville
Bartholomew County, Indiana,
and
Indiana Gas & Water Company, Inc.

THIS AGREEMENT, made this ..... day of ..... 1951, between the TOWN OF JONESVILLE, in the County of Bartholomew, Indiana, acting by and through its Board of Trustees (hereinafter called the "Municipality"), Party of the First Part, and INDIANA GAS & WATER COMPANY, INC. an Indiana corporation (hereinafter sometimes called "Grantee"), Party of the Second Part.

WITNESSETH:

Section 1. The Municipality hereby grants unto the Grantee, its successors and assigns, an indefeasible franchise, right, privilege and privilege to lay, install, replace, renew, repair, maintain, extend, operate and use in, upon, over and under, any and all of the streets, alleys, commons, bridges and other public places within the Municipality, now existing or hereafter created, corporate limits, one or more gas mains, pipes, machines, conduits, and all necessary feeders, services, and other appurtenances and structures for the purpose of supplying and furnishing natural gas for heating purposes to the inhabitants thereof and the public in general and all customers of the Grantee, wherever located, within the corporate limits of the Municipality, for lighting, fuel, and other purposes, together with the right to transmit, distribute, purchase, furnish, supply and sell natural gas to the Municipality and to transmit and carry the same through said mains and pipes to the inhabitants of the Municipality without charge or license fee therefor and subject to all reasonable rules and regulations now or hereafter adopted by the Municipality, pertaining to the use of the streets, alleys and public places, and said pipes or conduits, of said Grantee.

Section 2. In the installation, maintenance, operation and repair of said gas mains, pipes, feeders, service pipes, machines, and other apparatus and appliances installed, the Grantee shall obstruct the streets, alleys and public places to such extent only as shall be necessary therefor.

Section 3. The Grantee may make all necessary excavations and openings in the streets, alleys and other public places of the Municipality for the purposes aforesaid, and all such excavations and openings shall be signals, guards, barricades or otherwise, sufficient to protect the public, persons and property, and the Grantee shall save and hold the Municipality harmless from all damages, costs and expenses which the Municipality may be compelled to pay by reason of any act or omission hereby authorized, and the default, carelessness, or neglect of the Grantee in the construction, maintenance and operation thereof; **provided** the Municipality shall promptly notify the Grantee of any claim or suit. The Grantee shall restore all streets, alleys and public places opened by it for the purpose aforesaid, to as nearly as practicable, to the same state and condition as the same were in before such opening.

Section 4. The Grantee will use all reasonable diligence and care, consistent with good practice, and shall further to furnish and maintain, a regular, adequate, dependable and uninterrupted supply of natural gas for heating and other purposes to the Municipality and the inhabitants thereof. The Municipality and the public in general shall not be prejudiced by, and the Grantee shall not be liable to the Municipality or to any customer in consequence of, any failure to furnish gas, or any failure of any particular character at any time or times if such failure is not accomplished by the fault of the Grantee or is due to strikes, storms, accidents, riots, acts of the public enemy, acts of God, acts of non carrier, default of any connecting utility, judicial process, injunction, or other legal process, authorities, and governmental restrictions or regulations, breakdowns or accidents to the pipe line, transmission or distribution system, or necessary repairs, or other causes beyond the control of the Grantee, its successors or assigns.

Section 5. This Franchise Agreement shall constitute an indeterminate permit under and pursuant to the provisions of the Indiana Public Service Commission law of the State of Indiana, and in the event the Municipality fails to renew this Franchise Agreement shall extend for and during the term of the Public Service Commission law, the date that the repeal thereof becomes effective. The natural gas to be furnished by the Grantee hereunder and the residents and inhabitants thereof shall be of such nature, character and quality as shall be established at such pressure and shall be sold at such rate or rates as may be fixed and established from time to time and to be shown on the schedule of applicable rates on file with and approved by the Public Service Commission (Indiana), and in accordance with the laws of the State of Indiana, and in the event of lawful change in the schedule of rates or the character of the gas to be furnished, at the time the Grantee bills the Municipality the rate legally applicable shall thereafter be charged.

Section 6. This Agreement and all of its terms and provisions shall inure to the benefit of and be obligatory upon the successors and assigns of the parties, and shall be in full force and effect from and after the date of the ordinance duly adopted by the Municipality.

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

TOWN OF JONESVILLE, INDIANA
By
President.
Constituting the Board of Trustees of said Town of Jonesville, Ind.

Attest:
Clerk-Treasurer.
INDIANA GAS & WATER COMPANY, INC.
By
President.

Attest:
Its Secretary.

Public notice is further given that at said meeting the said Board of Trustees fixed the time at which the said franchise grant and contract shall be finally considered as the 7th day of May, 1951, at 7:30 o'clock P. M. Central Standard Time, at the Town Hall in said Town, the same being the regular meeting place of said Board of Trustees, at which time and place a public hearing will be held at which all persons interested may appear in person or by attorney and file protest or present arguments for or against the adoption of said franchise, grant and contract.

VALENTINE QUILLEN,
President.
OSCAR MENGLER,
LAWRENCE WEBER
Constituting the Board of Trustees of the Town of Jonesville, Indiana.

Attest:
B. GORDON THOMPSON,
Clerk-Treasurer.
B—April 4, 11, 1951

1951-04-11 Gas to Jonesville legal notice

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Sat, Mar 4, 2017

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