

ORDINANCE NO. 80

TOWN OF SELLERSBURG, INDIANA

ORDINANCE APPROVING A STREET LIGHTING CONTRACT WITH THE
PUBLIC SERVICE COMPANY OF INDIANA

WHEREAS, the TOWN OF SELLERSBURG, in Clark,
County, Indiana, acting by and through the BOARD OF TRUSTEES of said Town,
desires to enter into a contract with the PUBLIC SERVICE COMPANY OF INDIANA
for overhead street lighting service, which said contract is in words and
figures as follows, to-wit:

AGREEMENT AND CONTRACT
FOR
OVERHEAD STREET LIGHTING SERVICE

between

PUBLIC SERVICE COMPANY OF INDIANA

and

TOWN OF SELLERSBURG, INDIANA

Date entered into Sept 10 - 1937
Date approved by PUBLIC
SERVICE COMMISSION (Indiana) _____
Date service commenced _____
Date of expiration of fixed term _____

(After last date, agreement continues and is binding until 60 days' notice
by either party.)

AGREEMENT FOR OVERHEAD STREET LIGHTING SERVICE

THIS AGREEMENT made and entered into this _____ day of _____, 1937, by and between the Town of Sellersburg, a municipal corporation in Clark County and organized under the laws of the State of Indiana, acting by and through its Board of Trustees (hereinafter sometimes called "Municipality"), party of the first part, and Public Service Company of Indiana, a corporation organized under the laws of the State of Indiana (hereinafter sometimes called "Company"), party of the second part,

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

SECTION I. Company will furnish, in accordance with conditions hereinafter set out, all necessary equipment to provide, operate and maintain an overhead street lighting system, and Company will furnish electric energy, all for the purpose of furnishing overhead street lighting service to Municipality.

SECTION II. A detail of the locations of the lamps to be supplied for said overhead street lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. SC-62-9, marked Exhibit "A" and made a part hereof the same as if incorporated herein.

The original installation as shown on said Exhibit "A," provides for the minimum number of lamps of the respective sizes that shall be operated hereunder during the term of this agreement, said number and sizes being as follows:

SCHEDULE OF LAMPS

0 —1000 lumen 35 —2500 lumen 5 —4000 lumen 0 —6000 lumen

SECTION III. Except as otherwise provided in this agreement, Municipality shall pay Company for the operation of said overhead street lighting system, and for the electric energy supplied therefor, an amount determined on the basis of the following rates per lamp per annum:

SCHEDULE OF RATES

	1000 lumen	2500 lumen	4000 lumen	6000 lumen
First 20 lamps at	\$19.80	\$29.40	\$39.60	\$49.80
Next 30 lamps at	19.20	28.20	37.80	47.40
Next 50 lamps at	18.60	27.00	36.00	45.00
Next 100 lamps at	18.00	25.80	34.20	42.60
Next 200 lamps at	17.40	24.60	32.40	40.20
Over 400 lamps at	16.80	23.40	30.60	37.80

Payments for said service and energy supplied shall be made by Municipality monthly in accordance with the provisions of SECTION V, Paragraph (8), as hereinafter set out.

SECTION IV. Outage credits hereinafter provided for in SECTION V, Paragraph (10), shall be in the following amounts:

SCHEDULE OF OUTAGE CREDITS

Size of Lamp	Outage Credit
1000 lumen	5 c per night
2500 lumen	8 c per night
4000 lumen	11 c per night
6000 lumen	14 c per night

SECTION V. The operation of the said overhead street lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

(1) **Ownership of System—Service Lines.** Company will, in accordance with the terms of this agreement, furnish, provide, install, own, operate and maintain the necessary transmission and distribution lines, wires, conduits, conductors, cables, masts, towers, poles, posts, transformers, lamps, fixtures and other appliances and structures for furnishing overhead street lighting service to Municipality. The ownership of the property comprising said overhead street lighting system is and shall remain in Company; and the termination of this agreement for any reason whatsoever shall not in any way affect such ownership by Company, nor deprive Company

of the right either to remove any or all property comprising such system or any part thereof or to use the same in, or in connection with, the rendering of other public utility service by Company.

Company shall erect the service lines necessary to supply electric energy to the said overhead street lighting system within the limits of the public streets and highways of Municipality or on private property as mutually agreed upon by the parties. Municipality shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the overhead street lighting system. Municipality shall assist Company, if necessary, in obtaining permission to trim trees when Company is unable to obtain such permission through its own best efforts.

(2) **Lighting Hours.** The lighting hours for the said overhead street lighting system shall be on an "all-night" schedule which provides that lamps are to be lighted from approximately one-half ($\frac{1}{2}$) hour after sunset until approximately one-half ($\frac{1}{2}$) hour before sunrise each day in the year.

(3) **Maintenance of Lighting System.** Company will repair and/or replace and maintain all equipment owned by Company, including lamps and glassware, which may be necessary to provide continuous operation of the overhead street lighting system.

(4) **Continuity of Service.** Company does not guarantee uninterrupted service from the overhead street lighting system to be operated in accordance with this agreement, and shall not be liable for any interruptions of service when such interruption is without willful default or neglect on the part of Company, or is due to any cause beyond the control of Company including, but not limited to, strikes, lockouts, riots, insurrections, war, acts of the public enemy, fire from any cause, explosions, accidents, restraint of government, state or municipal interference, breakdowns, injuries to machinery, transmission or distribution systems, necessary repairs and renewals, or acts of God; but Company shall make all reasonable efforts to renew promptly the operation of the overhead street lighting system in the event of any interruption to the service.

(5) **Liability.** Company shall protect and save Municipality harmless from any and all loss, damage or liability proximately caused by the negligence of Company in the installation and/or maintenance of the overhead street lighting system, but this shall not be construed as any assumption of any liability for injury to or death of any person, or for damage to any property caused by the failure of any lamp or lamps to operate.

(6) **Changes in Lamp Location.** Company will change the location of any lamp or lamps constituting a part of the overhead street lighting system, which are, or may be, installed and/or operated under the terms of this agreement. Any such change in lamp location will be made only upon written order from Municipality. The actual cost and expense of making each such change in lamp location shall be borne by Municipality.

(7) **Additional Lamps.** Company shall, subject to the conditions stated hereinbelow, install additional overhead lamps of any of the standard sizes included in this agreement, at such locations as may be legally ordered in writing by Municipality. Municipality agrees that the size of lamp as specified in its order shall not be reduced during the term of this agreement, and also agrees that each additional lamp ordered by Municipality shall, for the purpose of arriving at the minimum number of lamps to be operated by Company and paid for by Municipality under the terms of this agreement, be added to the minimum number set out in "SCHEDULE OF LAMPS."

Any additional lamp or lamps so ordered shall be operated and maintained subject to the same terms and conditions which apply to the original installation. Municipality shall accept service from and pay for any such additional lamp or lamps so long as this agreement remains effective.

The ownership of all additional lamps, equipment and system installed in accordance with the terms hereof, shall be and remain in Company, and shall be subject to removal and/or other use by Company in the same manner as property originally installed or furnished hereunder.

Company shall install, at its own expense, any additional lamp or lamps ordered by Municipality, provided, however, that the cost of installing any such additional lamp or lamps does not exceed three times the annual amount to be paid by Municipality (at the rates set out herein under "SCHEDULE OF RATES") for street lighting service from the additional lamp or lamps ordered. If the cost of installing any such additional lamp or lamps shall exceed three times the annual amount to be paid by Municipality for said street lighting service from such additional lamp or lamps ordered, then such excess cost of installing such lamp or lamps shall be paid for by Municipality.

Company shall install any additional lamp or lamps as soon as practicable after the receipt by Company of the written order from Municipality. Such order shall not require Company to install additional lamps at any time prior to thirty (30) days nor later than ninety (90) days after receipt by Company of such order.

(8) **Payments for Service.** Municipality shall accept service hereunder and pay for the same on the basis of each and every lamp installed and operated in accordance with the original number of lamps as set out in the "SCHEDULE OF LAMPS" of this agreement, and such additional lamps as may be installed in accordance with Paragraph (7) above: provided, however, that whenever Municipality shall order Company to increase the size of any lamp supplied hereunder, payments thereafter shall, because of such change, be increased in accordance with the schedule of charges herein set out in "SCHEDULE OF RATES" for the size lamp ordered. Bills for overhead street lighting service hereunder shall be presented monthly by Company.

Subject to deductions for outage credits as herein provided and to increases as hereinabove in this section provided in case lamps of greater size are ordered installed by Municipality, the bills for overhead street lighting service to be submitted by Company to Municipality for any month, shall be in an amount equal to one-twelfth (1/12) of the annual charges herein provided for the original number of lamps to be supplied as set forth in "SCHEDULE OF LAMPS" hereof, and for any additional lamps supplied under the provisions of Paragraph (7) above. After such bills have been presented for overhead street lighting service rendered during the preceding month, Municipality shall make full payment within the ten (10) days immediately following the date for the next regular meeting of the proper municipal authorities having the approval of such bills.

(9) *Delinquency.* If Municipality shall fail to pay any sum or sums of money as the same become due and payable for overhead street lighting service rendered under the terms of this agreement, and such delinquency continues for a period of thirty (30) days or longer, Company shall have the right to discontinue service to the overhead street lighting system until such sum or sums of money shall have been fully paid; or Company shall have the right to cancel this agreement in its entirety and may, at its option, remove any parts or all of the overhead street lighting equipment and system. Such discontinuance, cancellation or removal shall not release Municipality from any sum or sums of money owing to Company for overhead street lighting service theretofore furnished to Municipality nor relieve Municipality of liability to respond in damages for such violation of the terms of this agreement.

(10) *Deduction for Outage Credit.* Municipality, through its Police Department or other authorized agent, shall make a report of any lamp or lamps which are out of service during proper lighting hours. A copy of such report shall be delivered to Company's local or district office, or to such representative as Company may designate to receive such reports.

Company shall restore any lamp or lamps to service before the proper hour for lighting on the same day as reported if the report of lamp outage is received before the hour of 12 o'clock noon, or Company shall restore any lamp or lamps to service before the proper hour for lighting on the next succeeding day if the report of lamp outage is received after the hour of 12 o'clock noon. In the event of the failure to restore any lamp or lamps to service as hereinbefore provided after receipt of the report hereinbefore provided for, Municipality shall, for each such lamp outage, receive a deduction for outage credit from the payment for overhead street lighting service for the current month in accordance with the provisions of the "SCHEDULE OF OUTAGE CREDITS."

Such deductions for outage credit shall constitute the only liability that Company assumes or shall have because of the failure of any lamp or lamps to operate during lighting hours, and Company shall not be liable either to Municipality or to any third party or parties for any claims for damages directly or indirectly attributable to such lamp outage.

(11) *Rate Changes.* Should there be any change in the rates charged by Company for similar street lighting service to municipalities of the same class as the municipality which is a party to this agreement, the latter shall have the right to receive the same rates by entering into a new agreement therefor.

SECTION VI. This agreement shall become effective and binding upon the parties hereto when and as soon as it is approved by PUBLIC SERVICE COMMISSION (Indiana). Service under this agreement shall commence as soon as practicable, but in no event later than thirty (30) days after the date this agreement is approved by said COMMISSION, and Company shall notify Municipality in writing as to the date on which service hereunder will be commenced. Unless and until otherwise ordered by said COMMISSION, the fixed term of this agreement during which Municipality shall take and Company shall render service hereunder, shall be five (5) years from the said date when service commences hereunder, and after the said original fixed term of five (5) years this agreement shall continue in force and effect until one of the parties hereto gives the other party hereto sixty (60) days' written notice of its intention to discontinue the furnishing or receiving of service hereunder.

SECTION VII. From and after the date when service is commenced under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto under the terms of which overhead street lighting service is supplied by Company to Municipality, and all such other agreements as to overhead street lighting service or insofar as they cover overhead street lighting service, shall be deemed terminated and cancelled as of such date; provided, however, that such termination or cancellation shall not preclude or destroy the right of either party hereto thereafter to commence an action, and recover, for any unpaid bills or other damages resulting from any breach of such other agreement during the time the same was in force and effect.

SECTION VIII. All terms and stipulations heretofore made or agreed to in respect to overhead street lighting service by Company to Municipality, subsequent to the commencement of service hereunder, are merged into this written agreement, and no previous or contemporaneous representations or agreements made by any officer, agent or employee of Company or Municipality shall be binding upon either party in connection with the rendering or receiving of overhead street lighting service hereunder unless contained herein.

SECTION IX. 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 X. 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 duly affixed to such quadruplicate copies, and properly attested, all as of the day, month and year first above written.

TOWN of SELLERSBURG, Indiana

By BOARD OF TRUSTEES

J. W. Cooper

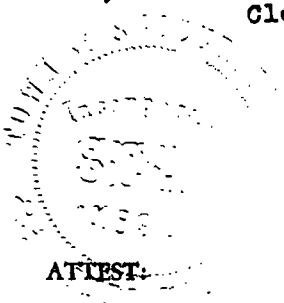
Edward Hills

H. H. P. Vogel

ATTEST:

Walter B. Smith

Clerk-Treasurer



ATTEST:

Secretary

PUBLIC SERVICE COMPANY OF INDIANA

An Indiana Corporation

By _____

Vice-President

; and

WHEREAS, all acts, conditions and things precedent to the execution by the TOWN OF SELLERSBURG of the said contract have happened and been properly done in regular and due form as required by law.

NOW, THEREFORE, Be It Ordained by the BOARD OF TRUSTEES of the TOWN OF SELLERSBURG, in Clark County, Indiana, as follows, to-wit:

1. That the TOWN OF SELLERSBURG do make and enter into the aforesaid contract with the PUBLIC SERVICE COMPANY OF INDIANA for the installation, operation and maintenance of the overhead street lighting system more particularly described in said contract, and for the street lighting service to be rendered in accordance with the terms and conditions of the said contract; and that said contract, in the form set forth, be, and the same is hereby, approved; that the President and BOARD OF TRUSTEES of said Town are authorized to execute the same in the name of, and for, and in behalf of said Town, and the Clerk-Treasurer is authorized to attest the same with his signature and affix thereto the corporate seal of said Town; and that when said contract is executed either by the President or a majority of the BOARD OF TRUSTEES and attested by the Clerk-Treasurer, is duly executed by the PUBLIC SERVICE COMPANY OF INDIANA and has been approved by PUBLIC SERVICE COMMISSION (Indiana) as provided therein, it shall be in full force and effect.

2. This ordinance shall be in full force and effect from and after its passage.

Passed, approved and signed this 10 day of

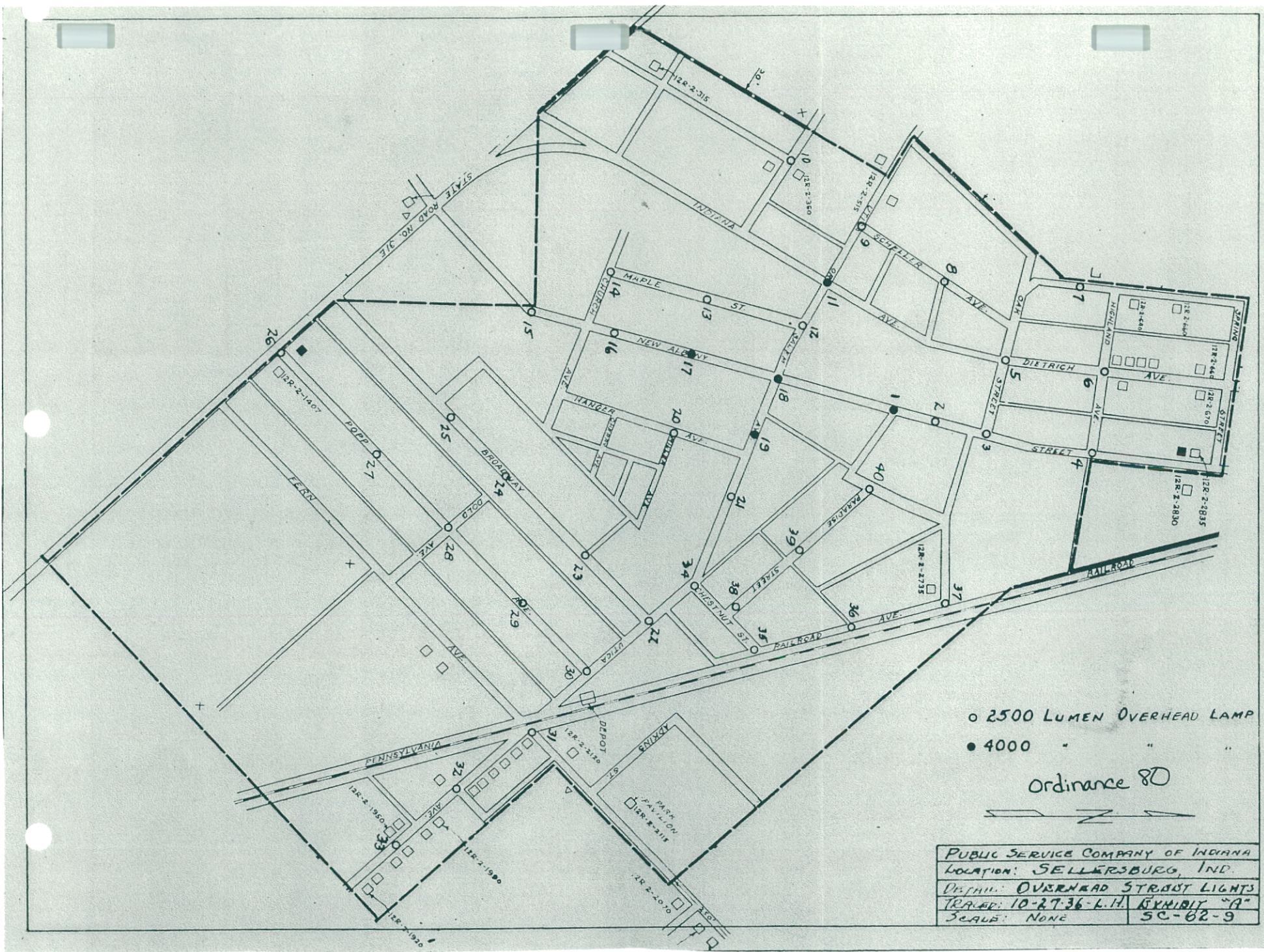
Sept, 1937.



F. W. Cross
President of BOARD OF TRUSTEES
Town of Sellersburg, Indiana.

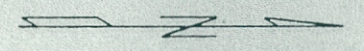
ATTEST:

Walter B. Smith
Clerk-Treasurer



- 2500 LUMEN OVERHEAD LAMP
- 4000 " " " "

Ordinance 80



PUBLIC SERVICE COMPANY OF INDIANA	
LOCATION: SELLERSBURG, IND.	
DESIGN: OVERHEAD STREET LIGHTS	
DRAWN: 10-27-36-L.H. EXHIBIT "A"	
SCALE: NONE	5C-62-9

This Ordinance shall be in full force and effect from and after its adoption and signing by the Board of Trustees.

Passed and adopted by the Board of Trustees of the Town of Sellersburg, Indiana, on the 28th, day of October, 1938.

Jossey W. Cooper
Clair Foster
W. H. Vogel Trustees.

Attest.

Walter B. Smith
Clerk-Treasurer.

Presented by me to the President of the Board of Trustees of the Town of Sellersburg, Indiana, on the 28th, day of October, 1938.

Walter B. Smith
Clerk-Treasurer.

Approved and signed by me, on the 28th, day of October, 1938.

Jossey W. Cooper
President, Board of Trustees.

SINKING FUND ORDINANCE.

ORDINANCE No. *11*.

An Ordinance for the creation of a Sinking Fund for the payment of the Sewage Treatment and Disposal Plant Bonds, and the interest thereon, to be issued and sold by the Town of Sellersburg, Indiana, in the sum and amount of \$30,000.00, and the payment of the charges of the Fiscal Agent of the town for making payments of said bonds and interest thereon, and to set aside and pledge a sufficient amount of the net revenues of the works, hereby defined to mean the revenues of the works remaining after the payment of the reasonable expense of operation, repairs and maintenance thereof.

Section 1. Be it Ordained by the Board of Trustees of the Town of Sellersburg, Indiana, that a Sinking Fund be, and is hereby created for the payment of the Sewage Treatment and Disposal Plat Bonds, to be issued and sold by the Town of Sellersburg, Indiana, in the sum and amount of \$30,000.00, and the payment of the charges of the Fiscal Agent of the town for making payment of such bonds and interest thereon, and to set aside a sufficient amount of the net revenues of the works, hereby defined to mean the revenues of the works remaining after the payment of the reasonable expense of operation, repairs and maintenance thereof. Such amounts of revenue is to be paid into the Sinking Fund by order of the Board of Trustees at intervals as herein provided.

Section 2. The Sellersburg State Bank, of Sellersburg, Indiana, is hereby designated as the Fiscal Agent of the town to make the payments of such bonds and interest thereon, for which services said Fiscal Agent shall received _____ per cent of the funds and moneys so handled by it in making said payments; said per cent to be paid out of the Sinking Fund; The Board reserves the right to change or discontinue the operations of the Fiscal Agent at its pleasure, by Resolution spread of record in the Minutes of the proceedings of the Board.

Section 3. After the payment by the town of the expense of operation, repairs and maintenance of said Sewage Treatment and Disposal Works, there shall be paid into said Sinking Fund, on or before the First day of July, and the thirty-first day of December, of each year, such remaining portion of said revenues aforesaid as will be and is sufficient to pay.

(a) The interest upon such bonds as said interest shall fall due,

(b) The necessary Fiscal Agent charges for paying bonds and interest.

(c) The payment of the bonds as they fall due.

(d) A margin of safety and for the payment of premiums upon bonds recalled or retired by call, or purchase or redemption as provided for in the ordinance authorizing the issue of said bonds and provided for upon the face of said bonds so issued, which margin together with any unused surplus of such may be carried forward from the from the preceding year shall equal ten (10) per cent of all other amounts so required to be paid into the sinking fund, Such required payments shall constitute a first charge upon all the net revenues of the works.

Section 4. After the payment into the Sinking Fund as herein required, the Board of Trustees may at any time, in its discretion, transfer all or any part of the balance of the net revenues, after necessary amount deemed by the board suffic-

lent for operation, repairs and maintenance for an ensuing period of not less than twelve (12) months and for depreciation, into the Sinking Fund, or into a fund for extentions, betterments and additions to the works.

Section 5. This ordinance shall be in full force from and after its passage and approval.

Passed and adopted by the Board of Trustees of the Town of Sellersburg, Indiana, this 5th day of December, 1938.

Joseph W. Boone
President, Board of Trustees.

Attest.

Walter B. Smith
Clerk-Treasurer.

Presented by me to the President of the Board of Trustees of the Town of Sellerburg, Indiana, on the 5th day of December, 1938.

Walter B. Smith
Clerk-Treasurer.

Approved and signed by me, on the 5th day of December, 1938.

Joseph W. Boone
President, Board of Trustees.

ORDINANCE NO. 91.

An Ordinance providing for the issuance and sale of Sewage Treatment and Disposal Bonds of the Town of Sellersburg, Indiana, in the sum of \$50,000.00, in payment of part of the costs of the acquisition and construction of a Sewage Treatment and Disposal Plant, intercepting sewers, out-fall sewers, Pumping Station, Ejector Station, and all other appurtenances necessary or useful and convenient for the treatment and disposal of in a sanitary manner, of liquid and solid waste, night-soil and industrial waste, to finance that part of the costs thereof not provided by the United States, of America.

Be it Ordained, by the Board of Trustees of the Town of Sellersburg, Indiana,

Section 1. That the Town of Sellersburg do issue and sell Sewage Treatment and Disposal Plant Bonds of the Town of Sellersburg, Indiana, in the sum of \$50,000.00, to pay part of the costs of the acquisition and construction of a Sewage Treatment and Disposal Plant, intercepting sewers, out-fall sewers, Pumping Station, Ejector Station, and all other appurtenances necessary or useful and convenient for the treatment and disposal in a sanitary manner, of liquid and solid waste, night-soil and industrial waste, to finance that part of the costs thereof not provided by the United States of America.

Section 2. That in order to procure said sum of \$50,000.00, the Bonds of said Town be issued to the said amount of \$50,000.00, subject to the conditions and restrictions set in said bonds, pertaining to Revenue Bonds of the character

herein provided: A copy of the Form of the bond is set out in Section 8 of this ordinance. Said Bonds shall be in denominations of Five Hundred Dollars each, bearing four and one-half per cent per annum interest, payable semi-annually, evidenced by a coupon for such semi-annual years interest, signed by the President of the Board of Trustees, and counter-signed by the Clark-Treasurer of said town: Said Bonds shall be numbered from one to Sixty; both inclusive; Said bonds shall fall due as follows:

No. 1.	January 1st, 1943.
No. 2.	January 1st, 1944.
No. 3 and 4.	January 1st, 1945.
No. 5 and 6.	January 1st, 1946.
No. 7 and 8.	January 1st, 1947.
No. 9 and 10.	January 1st, 1948.
No. 11, 12 and 13.	January 1st, 1949.
No. 14, 15 and 16.	January 1st, 1950.
No. 17, 18 and 19.	January 1st, 1951.
No. 20, 21 and 22.	January 1st, 1952.
No. 23, 24, 25 and 26.	January 1st, 1953.
No. 27, 28, 29 and 30.	January 1st, 1954.
No. 31, 32, 33 and 34.	January 1st, 1955.
No. 35, 36, 37 and 38.	January 1st, 1956.
No. 39, 40, 41 and 42.	January 1st, 1957.
No. 43, 44, 45 and 46.	January 1st, 1958.
No. 47, 48, 49 and 50.	January 1st, 1959.
No. 51, 52, 53 and 54.	January 1st, 1960.
No. 55, 56, 57, 58, 59 and 60.	January 1st, 1961.

Section 3. Said Bonds and Coupons attached thereto, shall be executed by the signatures of the President of the Board of Trustees and attested by the signature of the Clerk-Treasurer of the town, except that the facsimile signature of the President of the Board of Trustees of the town and the Clerk-Treasurer may be printed, stamped or engraved upon the said coupons, and said facsimile signatures shall be taken and held as the true signatures thereof without being actually written thereon by said officers of said town.

Section 4. Said bonds shall contain a statement on their face, that the Town of Sellersburg, Indiana, shall not be obligated to pay the same or the interest thereon, except from the special fund provided from the net revenues of the works, and shall not, in any respects be a corporate debt of the town.

Section 5. The Sellersburg State Bank, of Sellersburg, Indiana, is hereby appointed the Fiscal Agent of the Town to receive from the Clerk-Treasurer, all monies received from the sale of said bonds, and to pay out all monies in payment of principal and interest on said bonds.

Section 6. Said bonds shall be sold by the Clerk-Treasurer of the Town to the highest and best bidder for cash, and in such manner as may be determined by him to be for the best interests of the town, but not at a price so low as to require the town to pay more than six per cent per annum interest on the amount received therefor, computed with relation to the absolute maturity of the bonds in accordance with standard tables of bond values. Any surplus of bond proceeds, over and above the cost of the works shall be paid into the Sinking Fund. Provided, however, that the Clerk-Treasurer shall at this time have prepared and sell only the bonds numbered from one to fifty aggregating \$25,000, said amount being the amount now estimated as the actual cost of said project to the Town. The balance of said bonds numbered from fifty-one to sixty inclusive shall not be executed or sold unless the Board shall find that the sale of said bonds is necessary to complete said project and shall order the sale thereof.

Section 7. Upon payment therefor said bonds shall be delivered to the purchaser or purchasers.

Section 8. The form of the said bonds and coupons shall be as follows.

TOWN OF SELLERSBURG, INDIANA

SEWAGE TREATMENT AND DISPOSAL PLANT REVENUE BOND.

The Town of Sellersburg, of the State of Indiana, hereby acknowledge itself indebted to and promises to pay to _____, or bearer; subject to the conditions, limitations and reservations herein set out pertaining to Revenue Bonds of this character; the sum of Five Hundred Dollars (\$500.00), on the First day of January 19___, with interest thereon at the rate of four and one-half (4½) per cent per annum, payable semi-annually on the First day of January and July of each year, and the presentation and surrender of the annexed coupons as the severally become due.

✓ This Bond is one of a series of bonds of said town numbered from One to Sixty; both inclusive; of \$500.00 each, the first one of which is due on the First day of January, 1943.

This Bond is a Sewage Treatment and Disposal Plant Revenue Bond, and the Town of Sellersburg shall not be obligated to pay the same, or the interest thereon, except from the special fund provided from the net revenue of the Works. Said Bonds are exempt from all taxation, State, County and Municipal.

✓ Both principal and interest are payable at the Sellersburg State Bank, Sellersburg, Indiana.

This Bond is issued and all proceedings relating thereto have been had in strict compliance with Chapter 61, Laws of Indiana, Special Session 1932, as amended by Chapter 187, Laws of Indiana, 1933, and by Chapter 198, page 976, of the Acts of 1935, Section 48-4301, Burns 1938, Supplement, and an Ordinance of the said Town of Sellersburg, Indiana, entitled.

*An Ordinance providing for the issuance and sale of Sewage Treatment and Disposal Bonds of the Town of Sellersburg, Indiana, in the sum of \$30,000.00, in payment of part of the

costs of the acquisition and construction of a sewage treatment and Disposal Plant, intercepting sewers, out-fall sewers, Pumping Station, Ejector Station, and all other appurtenances necessary or useful and convenient for the treatment and disposal of in a sanitary manner, of liquid and solid waste, night-soil and Industrial waste, to finance that part of the costs thereof not provided by the United States of America." Adopted on the 5th, day of December, 1938.

In Witness Whereof, the President of the Board of Trustees of said town, together with all of the other Trustees and members of said Board, have hereunto signed this bond, and the Clerk-Treasurer of said town has hereunto countersigned th same as Clerk-Treasurer of said town, and attached thereto the corporate seal thereof, this 5th day of December, 1938.

President Board of Trustees of the
Town of Sellersburg, Indiana.

Trustee.

Trustee.

Countersigned.

Clerk-Treasurer.

Form of Coupon.

\$_____.

No. _____.

On the 1st, day of January, 19___, the Town of Sellersburg, Indiana, promises to pay to _____ or bearer, _____, being six months interest due that day on Bond No. _____, for \$500.00, dated the ___ day of December, 1938.

President, Board of Trustees.

Attest.

Clerk-Treasurer.

\$_____.

No. _____.

On the 1st, day of July, 19___, the Town of Sellersburg, Indiana, promises to pay to _____ or bearer, _____, being six months interest due that day on Bond No. _____, for \$500.00, dated the ___ day of December, 1938?

President Board of Trustees.

Attest.

Clerk-Treasurer.

Section 9. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and adopted by the Board of Trustees of the Town of Sellersburg, Indiana, on the 5th day of December, 1938.

President Board of Trustees.

Attest.

Clerk-Treasurer.

Presented by me to the President of the Board of Trustees of the Town of Sellersburg, Indiana, on the 5th day of December, 1938.

Clerk-Treasurer.

Approved and signed by me, on the ___ day of December, 1938.

President Board of Trustees.

TOWN of SELLERSBURG

Sellersburg, Indiana

Health Ordinance No. 92

Be it ordained by the Board of Trustees of the Town of Sellersburg, Clark County, Indiana, which Board of Trustees constitute the Health Board of said Town, the same being invested with the power to establish and enforce such rules and regulations as they may deem necessary to promote, preserve and secure the health of the Town and to prevent the introduction and spread of contagious, infectious or pestilential diseases hereby adopt the following rules and regulations:

Section 1. That it shall be unlawful for any person or persons, company or corporation, to erect, construct, cause, permit, keep or maintain within the corporate limits of said Town anything whatsoever which is injurious to the health or indecent or offensive to the sense of any inhabitant of said Town or any obstruction to the free use of the property by any such inhabitant and any person or persons maintaining any nuisance referred to is hereby declared to be the author and maintainer of said nuisance.

Section 2. It shall be unlawful for any person or persons, company or corporation to throw or deposit or suffer to throw or deposit, or suffer or permit any child, servant, member of the family, or any other person under his, her or their control, to throw or deposit any manure, human excrement, urin, rubbish, slop, putrid or unsound animal or vegetable matter or any filth, noisome or unwholesome liquid or slop or any liquid or slop or substance that are liable to become unwholesome in or into or upon any street, lane, alley, sidewalk, gutter, crossing, lot, cellar, premises or common, and it shall be unlawful to anyone to allow rank weeds to grow or make a business of slaughtering poultry or animals within the corporate limits of said Town.

Section 3. All kitchens shall be provided with garbage receptacles, which shall be tightly covered and emptied frequently enough to prevent fermentation and bad odors. Any garbage receptacles and vaults shall be cleaned, emptied, and disinfected, and weeds shall be cut and hauled away at any time upon written order of the health officer; said officer shall fix a reasonable time in his order when said garbage receptacles or vaults shall be emptied, cleaned and disinfected and when weeds shall be cut and hauled away and if any person, being duly ordered as herein provided shall fail or refuse to obey said order, it shall be the duty of the Town Marshall, upon notice from the health office, to cause the garbage receptacles and vaults to be cleaned, emptied and disinfected, or weeds to be cut and hauled away, and said Marshall shall keep an accurate account of the expenses thereof, which shall be paid for from the Town Treasury upon sworn vouchers of the Town Marshall, and the same shall be charged against the property on which said work was done and collected as other taxes are collected against said property,

Section 4. The Secretary of the Town Board of Health who is also Town Health Officer, and all deputy health officers,

TOWN of SELLERSBURG

Sellersburg, Indiana

and all deputy health officers, and the Town Marshall and deputies shall have power and authority to enter upon any street, lot, alley or grounds for the purpose of making a sanitary survey of the same and if a nuisance of any conditions are found, it shall be the duty of the Town Health Officer, when informed of the existence of the same, to immediately notify the person so offending, in writing, fixing the same time to abate the nuisance within the time specified. If such person shall fail or refuse to abate, the nuisance within the time specified, it shall be the duty of the Town Marshall, upon notice of the Health Officer, to cause the same to be abated, keeping an accurate account of the expense thereof which shall be paid by the Town Treasurer and charged against the property owner and collected as other taxes are collected from the property so charged.

Section 5. If at any time the work of the prevention of the spread of infectious disease is more than can be reasonably expected of the Health Officer, he may, with the consent of the Chairman of the Town Board, employ one or more intelligent men to act as deputies to establish quarantine, remove patients to special hospitals and conduct disinfection. All houses wherein infectious and contagious diseases may exist, shall at the proper time, be thoroughly disinfected according to the rules of the State Board of Health, by the Health Officer or his deputies at the expense of said town as work is obviously for the benefit of the people. A complete record of all disinfections, all vaccination, births, deaths, burial permits and all health work shall be kept by the health officer in the minute book of the Town Board of Health.

Section 6. It shall be the duty of the Town Marshall at all times to aid the Town Health Officer in his work of enforcing this ordinance upon demand of the Health Officer.

Section 7. Be it ordained by the Board of Trustees of the Town of Sellersburg, Indiana, that the owners of all animals of the dog kind shall be required to keep them securely upon their own premises, and should any owner of the animals of the dog kind allow them to wander upon the public streets, alley, and public places within the corporate limits of said town, said dogs shall be declared a public nuisance and the owner of said dog shall be fined not less than three dollars (\$3.00) and not more than twenty-five dollars (\$25.00). It shall be declared a separate offense for each dog so found wandering upon the streets, alleys, and public places within the corporate limits of said Town aforesaid.

Dated this 6th of April, 1933.

ORDINANCE NO. 106

TOWN OF SELLERSBURG, INDIANA

ORDINANCE APPROVING A STREET LIGHTING CONTRACT WITH
PUBLIC SERVICE COMPANY OF INDIANA, INC.

WHEREAS, the TOWN OF SELLERSBURG, in Clark County,
Indiana, acting by and through the BOARD OF TRUSTEES of said Town,
desires to enter into a contract with PUBLIC SERVICE COMPANY OF INDIANA,
INC. for overhead street lighting service, which said contract is in
words and figures as follows, to-wit:

AGREEMENT AND CONTRACT

FOR

OVERHEAD STREET LIGHTING SERVICE

between

PUBLIC SERVICE COMPANY OF INDIANA, INC.

and

TOWN OF SELLERSBURG, INDIANA

Date entered into	<u>SEP 18 1942</u>
Date approved by PUBLIC SERVICE COMMISSION OF INDIANA	<u>OCT 23 1942</u>
Date service commenced	<u>NOV 1 1942</u>
Date of expiration of fixed term	<u>NOV 1 1947</u>

(After last date, agreement continues and is binding until 60 days' notice
by either party.)

AGREEMENT FOR OVERHEAD STREET LIGHTING SERVICE

THIS AGREEMENT made and entered into this 18th day of September, 19 42, by and between the Town of Sellersburg, a municipal corporation in Clark County and organized under the laws of the State of Indiana, acting by and through its Board of Trustees (hereinafter sometimes called "Municipality"), party of the first part, and Public Service Company of Indiana, Inc., a corporation organized under the laws of the State of Indiana (hereinafter sometimes called "Company"), party of the second part,

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

SECTION I. Company will furnish, in accordance with conditions hereinafter set out, all necessary equipment to provide, operate and maintain an overhead street lighting system, and Company will furnish electric energy, all for the purpose of furnishing overhead street lighting service to Municipality.

SECTION II. A detail of the locations of the lamps to be supplied for said overhead street lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. B-5661, marked Exhibit "A" and made a part hereof the same as if incorporated herein.

The original installation as shown on said Exhibit "A," provides for the minimum number of lamps of the respective sizes that shall be operated hereunder during the term of this agreement, said number and sizes being as follows:

SCHEDULE OF LAMPS

0 — 1000 lumen 35 — 2500 lumen 5 — 4000 lumen 0 — 6000 lumen

SECTION III. Except as otherwise provided in this agreement, Municipality shall pay Company for the operation of said overhead street lighting system, and for the electric energy supplied therefor, an amount determined on the basis of the following rates per lamp per annum:

SCHEDULE OF RATES

	<i>1000 lumen</i>	<i>2500 lumen</i>	<i>4000 lumen</i>	<i>6000 lumen</i>
First 20 lamps at	\$19.80	\$29.40	\$39.60	\$49.80
Next 30 lamps at	19.20	28.20	37.80	47.40
Next 50 lamps at	18.60	27.00	36.00	45.00
Next 100 lamps at	18.00	25.80	34.20	42.60
Next 200 lamps at	17.40	24.60	32.40	40.20
Over 400 lamps at	16.80	23.40	30.60	37.80

Payments for said service and energy supplied shall be made by Municipality monthly in accordance with the provisions of SECTION V, Paragraph (8), as hereinafter set out.

SECTION IV. Outage credits hereinafter provided for in SECTION V, Paragraph (10), shall be in the following amounts:

SCHEDULE OF OUTAGE CREDITS

<i>Size of Lamp</i>	<i>Outage Credit</i>
1000 lumen.....	5c per night
2500 lumen.....	8c per night
4000 lumen.....	11c per night
6000 lumen.....	14c per night

SECTION V. The operation of the said overhead street lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

(1) **Ownership of System—Service Lines.** Company will, in accordance with the terms of this agreement, furnish, provide, install, own, operate and maintain the necessary transmission and distribution lines, wires, conduits, conductors, cables, masts, towers, poles, posts, transformers, lamps, fixtures and other appliances and structures for furnishing overhead street lighting service to Municipality. The ownership of the property comprising said overhead street lighting system is and shall remain in Company; and the termination of this agreement for any reason whatsoever shall not in any way affect such ownership by Company, nor deprive Company

of the right either to remove any or all property comprising such system or any part thereof or to use the same in, or in connection with, the rendering of other public utility service by Company.

Company shall erect the service lines necessary to supply electric energy to the said overhead street lighting system within the limits of the public streets and highways of Municipality or on private property as mutually agreed upon by the parties. Municipality shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the overhead street lighting system. Municipality shall assist Company, if necessary, in obtaining permission to trim trees when Company is unable to obtain such permission through its own best efforts.

(2) *Lighting Hours.* The lighting hours for the said overhead street lighting system shall be on an "all-night" schedule which provides that lamps are to be lighted from approximately one-half ($\frac{1}{2}$) hour after sunset until approximately one-half ($\frac{1}{2}$) hour before sunrise each day in the year.

(3) *Maintenance of Lighting System.* Company will repair and/or replace and maintain all equipment owned by Company, including lamps and glassware, which may be necessary to provide continuous operation of the overhead street lighting system.

(4) *Continuity of Service.* Company does not guarantee uninterrupted service from the overhead street lighting system to be operated in accordance with this agreement, and shall not be liable for any interruptions of service when such interruption is without willful default or neglect on the part of Company, or is due to any cause beyond the control of Company including, but not limited to, strikes, lockouts, riots, insurrections, war, acts of the public enemy, fire from any cause, explosions, accidents, restraint of government, state or municipal interference, breakdowns, injuries to machinery, transmission or distribution systems, necessary repairs and renewals, or acts of God; but Company shall make all reasonable efforts to renew promptly the operation of the overhead street lighting system in the event of any interruption to the service.

(5) *Liability.* Company shall protect and save Municipality harmless from any and all loss, damage or liability proximately caused by the negligence of Company in the installation and/or maintenance of the overhead street lighting system, but this shall not be construed as any assumption of any liability for injury to or death of any person, or for damage to any property caused by the failure of any lamp or lamps to operate.

(6) *Changes in Lamp Location.* Company will change the location of any lamp or lamps constituting a part of the overhead street lighting system, which are, or may be, installed and/or operated under the terms of this agreement. Any such change in lamp location will be made only upon written order from Municipality. The actual cost and expense of making each such change in lamp location shall be borne by Municipality.

(7) *Additional Lamps.* Company shall, subject to the conditions stated hereinbelow, install additional overhead lamps of any of the standard sizes included in this agreement, at such locations as may be legally ordered in writing by Municipality. Municipality agrees that the size of lamp as specified in its order shall not be reduced during the term of this agreement, and also agrees that each additional lamp ordered by Municipality shall, for the purpose of arriving at the minimum number of lamps to be operated by Company and paid for by Municipality under the terms of this agreement, be added to the minimum number set out in "SCHEDULE OF LAMPS."

Any additional lamp or lamps so ordered shall be operated and maintained subject to the same terms and conditions which apply to the original installation. Municipality shall accept service from and pay for any such additional lamp or lamps so long as this agreement remains effective.

The ownership of all additional lamps, equipment and system installed in accordance with the terms hereof, shall be and remain in Company, and shall be subject to removal and/or other use by Company in the same manner as property originally installed or furnished hereunder.

Company shall install, at its own expense, any additional lamp or lamps ordered by Municipality, provided, however, that the cost of installing any such additional lamp or lamps does not exceed three times the annual amount to be paid by Municipality (at the rates set out herein under "SCHEDULE OF RATES") for street lighting service from the additional lamp or lamps ordered. If the cost of installing any such additional lamp or lamps shall exceed three times the annual amount to be paid by Municipality for said street lighting service from such additional lamp or lamps ordered, then such excess cost of installing such lamp or lamps shall be paid for by Municipality.

Company shall install any additional lamp or lamps as soon as practicable after the receipt by Company of the written order from Municipality. Such order shall not require Company to install additional lamps at any time prior to thirty (30) days nor later than ninety (90) days after receipt by Company of such order.

(8) *Payments for Service.* Municipality shall accept service hereunder and pay for the same on the basis of each and every lamp installed and operated in accordance with the original number of lamps as set out in the "SCHEDULE OF LAMPS" of this agreement, and such additional lamps as may be installed in accordance with Paragraph (7) above: provided, however, that whenever Municipality shall order Company to increase the size of any lamp supplied hereunder, payments thereafter shall, because of such change, be increased in accordance with the schedule of charges herein set out in "SCHEDULE OF RATES" for the size lamp ordered. Bills for overhead street lighting service hereunder shall be presented monthly by Company.

Subject to deductions for outage credits as herein provided and to increases as hereinabove in this section provided in case lamps of greater size are ordered installed by Municipality, the bills for overhead street lighting service to be submitted by Company to Municipality for any month, shall be in an amount equal to one-twelfth (1/12) of the annual charges herein provided for the original number of lamps to be supplied as set forth in "SCHEDULE OF LAMPS" hereof, and for any additional lamps supplied under the provisions of Paragraph (7) above. After such bills have been presented for overhead street lighting service rendered during the preceding month, Municipality shall make full payment within the ten (10) days immediately following the date for the next regular meeting of the proper municipal authorities having the approval of such bills.

(9) *Delinquency.* If Municipality shall fail to pay any sum or sums of money as the same become due and payable for overhead street lighting service rendered under the terms of this agreement, and such delinquency continues for a period of thirty (30) days or longer, Company shall have the right to discontinue service to the overhead street lighting system until such sum or sums of money shall have been fully paid; or Company shall have the right to cancel this agreement in its entirety and may, at its option, remove any parts or all of the overhead street lighting equipment and system. Such discontinuance, cancellation or removal shall not release Municipality from any sum or sums of money owing to Company for overhead street lighting service theretofore furnished to Municipality nor relieve Municipality of liability to respond in damages for such violation of the terms of this agreement.

(10) *Deduction for Outage Credit.* Municipality, through its Police Department or other authorized agent, shall make a report of any lamp or lamps which are out of service during proper lighting hours. A copy of such report shall be delivered to Company's local or district office, or to such representative as Company may designate to receive such reports.

Company shall restore any lamp or lamps to service before the proper hour for lighting on the same day as reported if the report of lamp outage is received before the hour of 12 o'clock noon, or Company shall restore any lamp or lamps to service before the proper hour for lighting on the next succeeding day if the report of lamp outage is received after the hour of 12 o'clock noon. In the event of the failure to restore any lamp or lamps to service as hereinbefore provided after receipt of the report hereinbefore provided for, Municipality shall, for each such lamp outage, receive a deduction for outage credit from the payment for overhead street lighting service for the current month in accordance with the provisions of the "SCHEDULE OF OUTAGE CREDITS."

Such deductions for outage credit shall constitute the only liability that Company assumes or shall have because of the failure of any lamp or lamps to operate during lighting hours, and Company shall not be liable either to Municipality or to any third party or parties for any claims for damages directly or indirectly attributable to such lamp outage.

(11) *Rate Changes.* Should there be any change in the rates charged by Company for similar street lighting service to municipalities of the same class as the municipality which is a party to this agreement, the latter shall have the right to receive the same rates by entering into a new agreement therefor.

SECTION VI. This agreement shall become effective and binding upon the parties hereto when and as soon as it is approved by PUBLIC SERVICE COMMISSION OF INDIANA. Service under this agreement shall commence as soon as practicable, but in no event later than thirty (30) days after the date this agreement is approved by said COMMISSION, and Company shall notify Municipality in writing as to the date on which service hereunder will be commenced. Unless and until otherwise ordered by said COMMISSION, the fixed term of this agreement during which Municipality shall take and Company shall render service hereunder, shall be five (5) years from the said date when service commences hereunder, and after the said original fixed term of five (5) years this agreement shall continue in force and effect until one of the parties hereto gives the other party hereto sixty (60) days' written notice of its intention to discontinue the furnishing or receiving of service hereunder.

SECTION VII. From and after the date when service is commenced under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto under the terms of which overhead street lighting service is supplied by Company to Municipality, and all such other agreements as to overhead street lighting service or insofar as they cover overhead street lighting service, shall be deemed terminated and cancelled as of such date: provided, however, that such termination or cancellation shall not preclude or destroy the right of either party hereto thereafter to commence an action, and recover, for any unpaid bills or other damages resulting from any breach of such other agreement during the time the same was in force and effect.

SECTION VIII. All terms and stipulations heretofore made or agreed to in respect to overhead street lighting service by Company to Municipality, subsequent to the commencement of service hereunder, are merged into this written agreement, and no previous or contemporaneous representations or agreements made by any officer, agent or employee of Company or Municipality shall be binding upon either party in connection with the rendering or receiving of overhead street lighting service hereunder unless contained herein.

SECTION IX. 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 X. 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 duly affixed to such quadruplicate copies, and properly attested, all as of the day, month and year first above written.

TOWN of SELLERSBURG, Indiana

By BOARD OF TRUSTEES

Claude Hall

Andrew Thomas

Louis H. Guenther

ATTEST:

Hazel Meyer
Clerk-Treasurer

PUBLIC SERVICE COMPANY OF INDIANA, INC.
An Indiana Corporation

By G. J. Ophay
Vice-President

ATTEST:

G. J. Ophay
Secretary

; and

WHEREAS, all acts, conditions and things precedent to the execution by the TOWN OF SELLERSBURG of the said contract have happened and been properly done in regular and due form as required by law.

NOW, THEREFORE, Be It Ordained by the BOARD OF TRUSTEES of the TOWN OF SELLERSBURG, in Clark County, Indiana, as follows, to-wit:

1. That the TOWN OF SELLERSBURG do make and enter into the aforesaid contract with PUBLIC SERVICE COMPANY OF INDIANA, INC. for the installation, operation and maintenance of the overhead street lighting system more particularly described in said contract, and for the street lighting service to be rendered in accordance with the terms and conditions of the said contract; and that said contract, in the form set forth, be, and the same is hereby, approved; that the President and BOARD OF TRUSTEES of said Town are authorized to execute the same in the name of, and for, and in behalf of said Town, and the Clerk-Treasurer is authorized to attest the same with his signature and affix thereto the corporate seal of said Town; and that when said contract is executed either by the President or a majority of the BOARD OF TRUSTEES and attested by the Clerk-Treasurer, is duly executed by PUBLIC SERVICE COMPANY OF INDIANA, INC. and has been approved by PUBLIC SERVICE COMMISSION OF INDIANA as provided therein, it shall be in full force and effect.

2. This ordinance shall be in full force and effect from and after its passage.

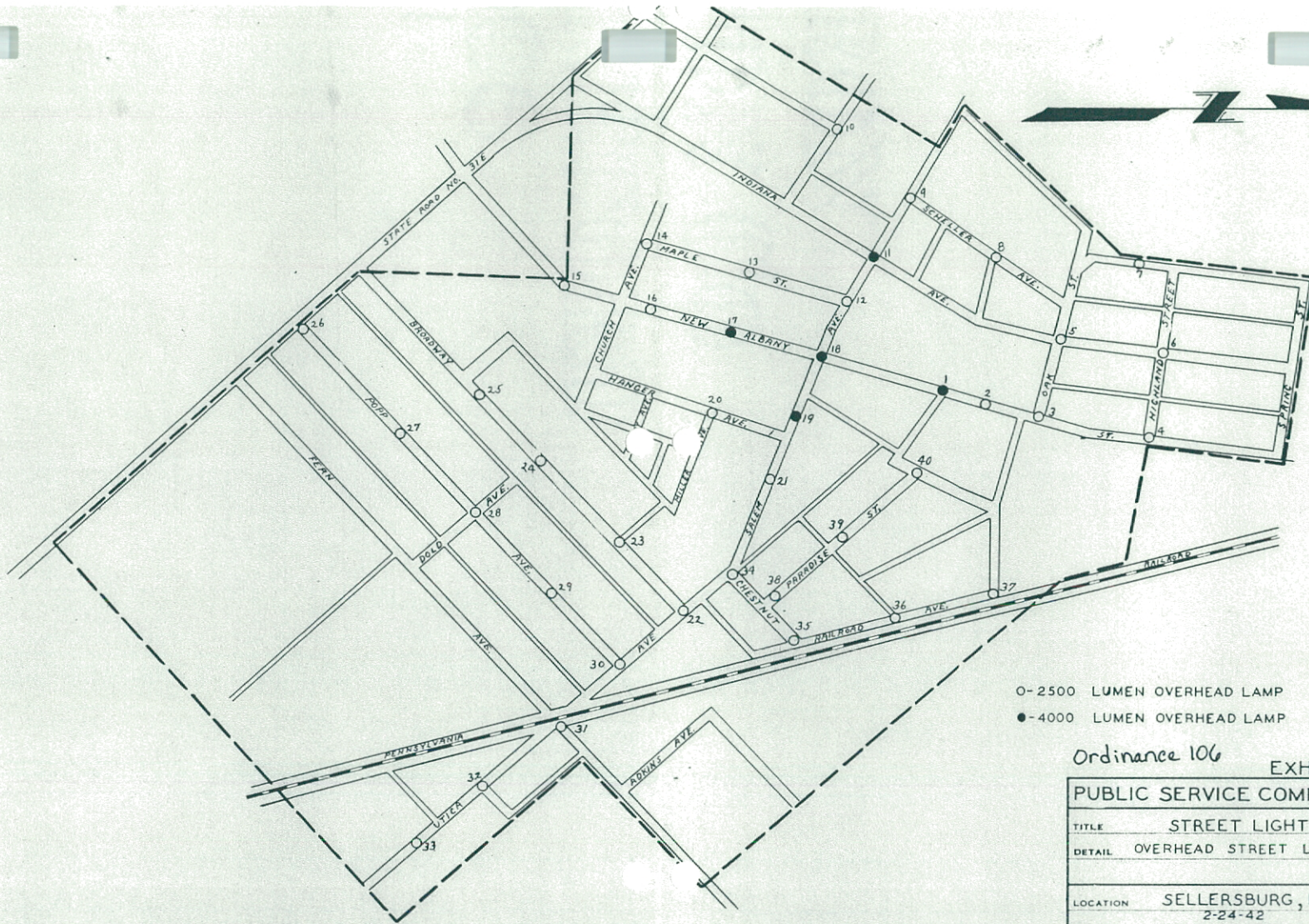
Passed, approved and signed this 18 day of

Sept, 1942.

Clarence H. Kelly
President of BOARD OF TRUSTEES
Town of Sellersburg, Indiana.

ATTEST:

Hazel Meyer
Clerk-Treasurer



- 2500 LUMEN OVERHEAD LAMP
- 4000 LUMEN OVERHEAD LAMP

Ordinance 106 EXHIBIT "A"

PUBLIC SERVICE COMPANY OF IND., INC.			
TITLE	STREET LIGHTS		
DETAIL	OVERHEAD STREET LIGHTS		
LOCATION	SELLERSBURG, INDIANA		
DR. BY	TR. BY W.N.	CK. BY	APP.
DATE	9/12/1942		
SCALE	NONE		
			B-5661

AN ORDINANCE REGULATING TRAFFIC AND PARKING ON STREET AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

BE IT ORDAINED, by the Board of Trustees of the Town of Sellersburg of the State of Indiana.

SECTION ONE.

VEHICLE-DEFINED;- The word "Vehicles" as used in this ordinance includes automobiles, motorcycles, wagons, carts, drays, coaches, carriages, buggies and vehicles of every kind and description, except railroad trains.

SECTION TWO.

VEHICLE-SPEED. It shall be unlawful for any individual to operate a motor vehicle or other conveyance over any streets of the town of Sellersburg, Indiana, at a rate of speed in excess of twenty miles per hour.

SECTION THREE

PARKING; The parking of motor vehicles or other conveyances, in the town of Sellersburg, Indiana shall be parallel to the sidewalk curb.

SECTION FOUR.

It shall hereafter be unlawful for any person to park any motor vehicle or other conveyance, by whatever name it may be designated, within a distance of 10 feet of any fire -plug, or within any zone designated as no parking.

PENALTY. Any person violating any of the provisions of this ordinance, shall upon conviction be fined in any sum not to exceed ten dollars (\$10.00) for each offence.

SECTION FIVE.

This Ordinance shall be in full force and effect from and after its passage, approval and legal publication.

Passed by the Board of Trustees of the Town of Sellersburg, Clark County, Indiana, this 21st day of December, 1946.

Attest James R. Burt
Clerk-Treasurer

Louis F. Surber
President of Town Board
Geo. J. H. ...
Ed ...
Trustees

Approved and signed by me this 21st day of December 1946.

Louis F. Surber
President Town Board.

ORDINANCE NO. 109

An ordinance declaring ~~some~~ ^{certain} practices to be a nuisance and providing a penalty for the violation thereof.

Be it ordained by the Board of Trustees of the Town of Sellersburg, Indiana.

Section 1. That any person who excavates or digs a basement for the construction of a house or building of any nature and leaves said construction uncovered without erecting a house or building on said structure for a period of more than eight months from the time said excavation or the digging of said basement was started or commenced, shall be deemed to have created a nuisance.

Section 2. Any person who has a sanitary toilet and permits sewage or disposal from said toilet or a sewer to empty into any yard, street, or alley, shall likewise be deemed to have created a nuisance.

Section 3. It shall be unlawful for any person to create such a nuisance as described in Sections 1 and 2 of this ordinance within the town limits of the Town of Sellersburg, Indiana.

Section 4. Any person violating the provisions of this ordinance shall be fined in any sum not to exceed \$10 for each violation.

Section 5. Each day or part of a day that any section of this ordinance is violated shall constitute a separate and distinct offence.

Section 6. This ordinance shall be in full force and effect from and after its passage and legal publication.

Passed by the Board of Trustees in the Town of Sellersburg, Indiana in special session, ~~excepted~~ this _____ day of May, 1948.

Attest

James Battaglia
Clerk-Treasurer

William Binger
Louis Dold Jr

ORDINANCE NO. 110

An ordinance providing for the conservation of water in the interest of the public health, declaring an emergency, and providing a penalty for the violation thereof.

Sec.1 Whereas, there has been an unusual draught and the water supply of the Town of Sellersburg is running dangerously low and,

Whereas, the new municipal water plant of the Town of Sellersburg, Indiana will not be completed and in operation for approximately 90 days and,

Whereas, if the water supply of the Town of Sellersburg, Indiana became exhausted and ran out, the public health of the community and its inhabitants would be dangerously affected.

Therefore, be it ordained by the Board of Trustees of the Town of Sellersburg, Indiana, in special session assembled:

That hereafter it shall be unlawful for any person, firm, corporation, or individual to use any water obtained from the municipal water plant of the Town of Sellersburg, Indiana for any outside use or purpose such as, but not limited to, the sprinkling of lawns or yards, the washing of porches, houses, or automobiles, the sprinkling or watering of gardens or flower beds, or any similar related use.

Sec.2 The uses described in Section 1 of this ordinance shall be deemed to be unlawful only until such time as the new municipal water plant of the Town of Sellersburg, Indiana is placed in operation.

Sec. 3. Any person violating Section 1 of this ordinance shall be fined in any sum not exceeding \$10 (ten dollars) and court costs for each violation of the provisions of this ordinance.

Sec. 4. That the Board finds that an emergency exists, necessitating the provisions of this ordinance begin immediately, and this ordinance shall be in full force and effect immediately from and after its passage.

Passed by the Board of Trustees of the Town of Sellersburg, Indiana, this 24 day of June, 1948.

William Binger

Louis Dold Sr

Clifford Montgomery
Trustees

Attest

James Bottorff
Clerk-Treasurer

A RESOLUTION TO EXTEND THE BOUNDARIES OF
THE TOWN OF SELLERSBURG, INDIANA

Be it resolved by the Board of Trustees of the Town of Sellersburg, Indiana:

Section 1. That the boundaries of the Town of Sellersburg are hereby extended so as to include all of the lots laid off and platted in Ehringer's Subdivision, which lots adjoin the Town of Sellersburg, Indiana, a plat of which subdivision including said lots was duly recorded in Plat Book No. 6 at pages 24 and 25 on the 6th day of September, 1946, in the Office of the Recorder of Clark County, Indiana.

Section 2. The territory annexed by the provisions of this resolution, extending the boundaries of the Town of Sellersburg, Indiana, is the territory known and described as Ehringer's Subdivision, as the same appears of record in Plat Book No. 6 at pages 24 and 25 in the Office of the Recorder of Clark County, Indiana, and is described by metes and bounds as follows:

Beginning at an iron stake in the Salem Road, said stake being in the north corner of the tract herein described: thence south 34 (thirty-four) degrees 30 (thirty) minutes east 272 (two hundred seventy-two) feet to a stake; thence south 39 (thirty-nine) degrees 55 (fifty-five) minutes east 55 (fifty-five) feet to a stake; thence south 53 (fifty-three) degrees west 150 (one hundred fifty) feet to a stake; thence south 39 (thirty-nine) degrees 50 (fifty) minutes east to a stake; thence south 53 (fifty-three) degrees west 1015 (one thousand fifteen) feet to a stake; thence north 40 (forty) degrees west 377 (three hundred seventy-seven) feet to a stake; thence north 53 (fifty-three) degrees east 1154 (one thousand one hundred fifty-four) feet to the place of beginning, containing approximately 9.75 acres.

Also the following real estate: being a part of Survey No. 110 (one hundred ten) of the Illinois Grant and being part of tract No. 3 (three) as shown by a plat of Schellers second addition to the Town of Sellersburg, Indiana, bounded as follows: Beginning at a stake in the Salem Road, same being the north corner of Tract No. 2

(two) and east corner of Tract No. 3 (three); thence north 40 (forty) degrees 30 (thirty) minutes west 105 (one hundred five) feet along the road to a stake; thence north 34 (thirty-four) degrees 30 (thirty) minutes west 272 (two hundred seventy-two) feet to the true place of beginning; thence south 53 (fifty-three) degrees west 1158.5 (one thousand one hundred fifty-eight and five-tenth) feet to a stake; thence north 40 (forty) degrees west 377.5 (three hundred seventy-seven and five-tenth) feet to a stake in the line of Tract No. 4 (four); thence north 53 (fifty-three) degrees east 1154 (one thousand one hundred fifty-four) feet to an iron pin at the Salem Road; thence south 34 (thirty-four) degrees 30 (thirty) minutes east 378 (three hundred seventy-eight) feet to a stake at the true place of beginning. Excepting therefrom the following real estate: Beginning at a stake in the west side of the Salem Road, the same being the north corner of Tract No. 2 (two) and the southwest corner of Tract No. 3 (three) of Schellers second addition to the Town of Sellersburg; thence north 40 (forty) degrees 30 (thirty) minutes west 105 (one hundred five) feet along the west line of said Salem Road to a stake; thence north 33 (thirty-three) degrees 30 (thirty) minutes west 272 (two hundred seventy-two) feet along the west line of said road to the true place of beginning; thence south 53 (fifty-three) degrees west 160 (one hundred sixty) feet; thence north 40 (forty) degrees west 85 (eighty-five) feet to a point; thence north 53 (fifty-three) degrees east 160 (one hundred sixty) feet to the west line of the Salem Road; thence south along the west line of said road 85 (eighty-five) feet to the true place of beginning. Situated in Grant No. 110 (one hundred ten) of the Illinois Survey and containing .31 acres.

Section 3. The annexation hereunder shall take effect immediately on the passage of this resolution, and the recording of the same in the Office of the Recorder of Clark County, Indiana, in the manner provided by law.

STATE OF INDIANA)
COUNTY OF CLARK)

I, James Bottorff, the duly elected, qualified, and acting Clerk-Treasurer of the Town of Sellersburg, Indiana, do hereby certify that the foregoing is a true, accurate, and complete copy of a resolution duly passed by the Board of Trustees of the Town of Sellersburg, Indiana, on the 8th day of February, 1949, with the quorum present at said meeting, and that said resolution has been duly placed on record in the Minute Book of said Town.

Witness my hand and the seal of said Town of Sellersburg, Indiana, this 8th day of February, 1949.

James Bottorff

Clerk-Treasurer
Sellersburg, Indiana

AN ORDINANCE PROHIBITING PUBLIC PARKING IN THE TOWN OF SELLERSBURG, INDIANA, AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF

Be it ordained by the Board of Trustees of the Town of Sellersburg, Clark County, Indiana, in special session assembled:

Section 1. It shall hereafter be unlawful for any person, firm, or corporation to park, or cause to be parked, any motor vehicle or other conveyance or for the driver of any motor vehicle or other conveyance to park or allow his motor vehicle or conveyance to be parked in the Town of Sellersburg, Indiana, on the south side of a highway commonly known and described as United States Highway 31-E, between a point located 400' feet west of the intersection of said United States Highway 31-E, and a road commonly known and described as the Salem Road, and running from said point west for a distance of 155' feet.

Section 2. Any person found guilty of the violation of the provisions of this ordinance shall be fined in any sum not exceeding \$10.00 (ten dollars).

Passed by the Board of Trustees of the Town of Sellersburg, Indiana, in special session assembled, on the 11th day of February, 1949.

Wm Bruger

Louis Gold Sr

Clifford Montgomery

Be it resolved by the Board of Trustees of the Town of Sellersburg, Indiana, that said trustees do hereby unanimously request the Alcoholic Beverage Commission of the State of Indiana to issue no additional whiskey, beer, or liquor licenses to persons requesting the same, and desiring to do business in the Town of Sellersburg, Indiana.

Be it further resolved that this resolution is duly adopted in the interest of the welfare of the inhabitants of the Town of Sellersburg, Indiana, due to the fact that there are ample outlets for the sale of intoxicating beverages in said town, without additional licenses being granted.

Be it further resolved that the Clerk-Treasurer of the Town of Sellersburg is hereby instructed to certify a copy of this ordinance and forward it directly to the Alcoholic Beverage Commission in the State House in Indianapolis.

William Binger
William Binger

Louis Dold Sr.
Louis Dold Sr.

Clifford Montgomery
Clifford Montgomery

Attest: James Bottorff
James Bottorff, Treasurer

I, James Bottorff, the duly elected, qualified, and acting Clerk-Treasurer of the Town of Sellersburg, Indiana, do hereby

certify that the foregoing is a true, accurate, and complete copy
of a resolution, passed by the Board of Trustees of said town in
special session assembled on the 28th day of December, 1949.


James Bottorff
Clerk-Treasurer

A RESOLUTION TO ANNEX CERTAIN PLATTED REAL ESTATE
TO THE TOWN OF SELLERSBURG, INDIANA

Be it resolved by the Board of Trustees of the Town of Sellersburg, Indiana:

SECTION 1. That the boundaries of the Town of Sellersburg, Indiana, are hereby extended to include the hereinafter described real estate, which real estate is contiguous to the present boundaries of said Town of Sellersburg, Indiana.

SECTION 2. The territory annexed by the provisions of this resolution is particularly described as follows, to wit:

Share No. 2 (two) on Map A as shown in Partition record 1 (one) page 214 (two hundred fourteen) described thus: Beginning at a stake south corner of Share No. 1 (one); thence with west line of the old Jeffersonville, Madison and Indianapolis Railroad Company's land in No. 111 (one hundred eleven) of the Illinois Grant, south 11 (eleven) degrees 15 (fifteen) minutes east 24 98/100 (twenty-four and ninety-eight hundredths) poles to a stake, thence north 80 (eighty) degrees west 33 76/100 (thirty-three and seventy-six hundredths) poles to a stake in County Road, thence north 11 (eleven) degrees 30 (thirty) minutes east 10 (ten) poles to a stake; thence north 30 (thirty) minutes east 14 92/100 (fourteen and ninety-two hundredths) poles to a stake; thence south 80 (eighty) degrees east 24 (twenty-four) poles to the place of beginning, containing 4 35/100 (four and thirty-five hundredths) acres more or less.

Excepting therefrom the following described real estate: Being a part of Lot No. 111 (one hundred eleven) of the Illinois Grant and a part of Lot No. 2 (two) of the land which was set off to Mary Ringo by the Commissioners who made the partition of the real estate of John Deidrick, deceased, and bounded thus: Beginning at a stone in the center of the New Albany Street in the Town of Sellersburg, Indiana, this being the southwest corner of said Lot No. 2 (two) running thence north 11 1/2 (eleven and one-half) degrees east 9 (nine) rods and 1 (one) link to a stone, thence south 80 1/2 (eighty and one-half) degrees east, 29 (twenty-nine) rods and 22 (twenty-two) links to the west line of the right of way of the old Jeffersonville, Madison and Indianapolis Railroad Company, thence south 11 1/4 (eleven and one-fourth) degrees east with said west line 10 (ten) rods and 3 (three) links to a stone at the southeast corner of said Lot No. 2 (two) thence north 80 (eighty) degrees west, with the south line of said Lot No. 2 (two), 33 (thirty-three) rods and 18 (eighteen) links to the place of beginning, containing 1 9/10 (one and nine tenths) acres.


Excepting further: A part of Survey No. 111 (one hundred eleven) of the Illinois Grant bounded thus: Beginning at an established stone marked on the County Surveyors Record as letter R in the center of the Sellersburg and Charlestown Road running thence south $13\frac{1}{4}$ (thirteen and one-fourth) west with the center of said road 25 (twenty-five) feet to a stone marked R. K. thence south $76\frac{1}{4}$ (seventy-six and one-fourth) degrees east 405 (four hundred and five) feet to a stone on the line of the P. C. C. & St. L. Railroad Company's right of way, thence north 11 (eleven) degrees west with the line of said right of way $26\frac{5}{10}$ (twenty-six and five-tenths) feet to a stone designated on Surveyor's record as B. B., thence north $76\frac{1}{4}$ (seventy-six and one-fourth) degrees west 397 (three hundred ninety-seven) feet to the place of beginning, being $\frac{1}{4}$ (one-fourth) of an acre more or less.

SECTION 3. The annexation hereunder shall take effect immediately on the passage of this resolution, and the recordation of the same in the office of the Recorder of Clark County, Indiana, in the manner provided by law.

STATE OF INDIANA)
COUNTY OF CLARK)

I, James Betterff, the duly elected, qualified, and acting Clerk-Treasurer of the Town of Sellersburg, Indiana, do hereby certify that ~~the foregoing is a~~ true, accurate, and complete copy of a resolution passed by the Board of Trustees of the Town of Sellersburg, Indiana, on the 13th day of Sept., 1949, with a quorum present at said meeting, and that said resolution has been duly placed on record in the minute book of said Town.

Witness my hand, and the seal of said Town of Sellersburg, Indiana, this 13th day of Sept., 1949.


Clerk-Treasurer
Sellersburg, Indiana

Town Of Sellersburg
Sellersburg, Indiana

TO WHOM IT MAY CONCERN:

Our Plat marked in pencil, and a copy of Resolution No. 113 shows the extention of the Town of Sellersburg, to include the premises of the Wilbur M. Ruby Post # 204 of the American Legion.

This Plat and Resolution must be returned to the Town of Sellersburg, Indiana.


James Battozz
Clerk-Treasurer
Town of Sellersburg, Indiana.

RESOLUTION No. 114

BE IT RESOLVED by the Board of Trustees of the Civil Town of Sellersburg, that the said Board of Trustees will meet in the office of the Clerk-Treasurer of said Town in the James Bottonff Building on Utica Street in said town of Sellersburg, on the 27th day of December, 1954 at 7:30 o'clock P.M. for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriation in addition to the annual budget adopted for the fiscal year 1954:

To the payment of Marshal's Salary	\$419.84
To the payment of Telephone rentals	169.83
For additional office supplies	19.77
For Street and Alley repairs	94.68
Insurance premiums and official bonds ...	159.87

BE IT FURTHER RESOLVED that the Clerk-Treasurer of the said Town of Sellersburg is hereby ordered and directed to give notice as provided by law.

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, this 9th day of December, 1954.

President

ATTEST:

Glenn E. Nilman
Clerk-Treasurer

WHEREAS, heretofore on the 12th day of February, 1953, at a regular meeting of the Board of Trustees of the Civil Town of Sellersburg, held in the Pope Plumbing and Heating Shop in said Town, the Board of Trustees passed a resolution fixing the 12th day of March, 1953, at 7:30 o'clock P. M. at the Marion Pope Plumbing & Heating Shop in said Town of Sellersburg for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following in addition to the annual budget adopted for the fiscal year 1953, and,

WHEREAS, the Clerk-Treasurer of said Town has given notice of the time, place, and purpose of said meeting in the manner prescribed by law; and

WHEREAS, it having been determined by the Board of Trustees of the Civil Town of Sellersburg that an emergency exists for the following appropriation:

To the payment of Old Age and Survivors' Insurance Fund \$235.00;

SECTION ONE

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Civil Town of Sellersburg that an emergency exists and that there shall be and hereby is appropriated from the funds of the Town of Sellersburg, Indiana, not otherwise appropriated, the following sum:

~~To payment of Old Age and Survivors' Insurance Fund .. \$235.00~~

SECTION TWO

This ordinance shall be in force and effect from and after its passage and approval by the State Board of Tax Commissioners.

Raymond E. Nieman
Robert M. Townsend
N. J. O'Brien
Board of Trustees

Attest:

Marion J. Pope
Clerk-Treasurer

RESOLUTION No. 115

BE IT RESOLVED by the Board of Trustees of the Civil Town of Sellersburg, that the said Board of Trustees will meet in the office of the Clerk-Treasurer of said Town in the James Bottorff Building on Utica Street in said town of Sellersburg, on the 18th day of April, 1955 at 7:30 o'clock P. M. for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriations in addition to the annual budget adopted for the fiscal year 1955:

General Fund, for the purchase price of police car \$1,800.00
General Fund, for the purchase of gasoline, oil, grease
and for maintenance of the police car \$350.00
Street Fund, for purchase of materials and supplies
for street maintenance and construction \$7,000.00

BE IT FURTHER RESOLVED that the Clerk-Treasurer of the said Town of Sellersburg is hereby ordered and directed to give notice as provided by law.

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, this 23rd day of March, 1955.

Raymond E. Nieman
President
H. J. O'Brien
Lester M. Townsend

ATTEST:

Lawrence J. Nieman
Clerk-Treasurer

AN ORDINANCE LICENSING AND CONTROLLING THE PRIVILEGE OF PARKING MOBILE HOMES (House Trailers) IN THE TOWN OF SELLERSBURG AND PROVIDING PENALTIES FOR THE BREACH THEREOF.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CIVIL TOWN OF SELLERSBURG, INDIANA

Section 1. It is the purpose of this ordinance to impose a license fee upon the privilege of permitting the parking of mobile homes upon property within the limits of the Town of Sellersburg, Indiana, and to regulate sanitary facilities in connection therewith.

Section 2. A "Mobile Home" is hereby defined and declared to be any vehicle, including the equipment sold as a part of the vehicle, which is so constructed as to permit its being used as a conveyance upon public streets or highways by either self propelled or non-self propelled means, which is designed, constructed or reconstructed or added to by means of an enclosed addition or room in such a manner as will permit the occupancy thereof as a dwelling or sleeping place for one or more persons, and which is both used and occupied as a dwelling or sleeping place having no foundation other than wheels, jacks, skirting, or other temporary support.

Section 3. Every person who permits the placing upon land or lot which he owns or of which he has either possession or control thereof, a mobile home as herein defined, and in such a manner as will permit occupancy thereof as a dwelling or sleeping place for one or more persons, shall report such fact within TEN (10) days to the Clerk-Treasurer of the Town of Sellersburg. Said TEN (10) day period shall commence the following day after the placing of said mobile home upon the land or lot in such a manner as set out herein.

Section 4. It shall be the duty of every person who permits the

or control thereof within the limits of the Town of Sellersburg, a mobile home as herein defined, the duration of the time said mobile home has been placed upon his land, the number of units thereon, the name and number of occupants of each mobile home on his land, together with a full description of said mobile home so reported, within the period of time hereinbefore set out.

Section ~~4~~⁵. A license fee is hereby imposed upon the privilege of permitting mobile homes to be placed upon lands and lots within the limits of the Town of Sellersburg, Indiana, and said license fee shall be in the sum of FIVE DOLLARS (\$5⁰⁰) per annum for each mobile home so placed within said Town. Said license fee shall be for a period of one calendar year, and shall be valid only for that year in which it is issued, and said fee shall not be pre-rated upon a daily or monthly basis. Such license fee shall be payable to the Clerk-Treasurer of the Town of Sellersburg, Indiana, within thirty (30) days from the time such mobile home is placed upon any lot or piece of land in said Town.

Section ~~5~~⁶. Every mobile home placed or parked upon any lot or parcel of land in the Town of Sellersburg shall be considered a separate dwelling unit, and shall be governed by the ordinances now in force in said Town with respect to the disposal of sewerage and garbage, and every ~~owner~~^{owner or occupant of a} mobile home that is connected with the public sewer system in said town shall be liable for the connection charge to said sewer system and for the monthly sewer rental charged for comparable units.

Section ~~6~~⁷. Any person violating any of the foregoing provisions of this ordinance shall be fined not less than Ten Dollars (\$10.00) north more than Twenty-five Dollars (\$25.00). Each day that any offender shall violate any section of this ordinance shall be considered a separate offense.

Section ⁸7. Any ordinance or sections or section of any ordinance or ordinances in conflict herewith is hereby repealed.

Section ⁵8. This ordinance shall be in full force and effect from and after its passage and the publication thereof.

Passed by the unanimous approval of the members of the Board of Trustees of the Civil Town of Sellersburg, Indiana, this 27th day of June, 1953.

Raymond E. Nieman
President

W. J. O'Brien
Member

Lester M. Townsend
Member

Attest:

Marion L. Pope
Clerk-Treasurer

ORDINANCE No. 118

WHEREAS, the parking of motor vehicles on either side of Utica Street, in the Town of Sellersburg, along with the greatly increased flow of vehicular traffic, has become a menace to the safety and welfare of the inhabitants of said Town, and,

WHEREAS, certain portions of said Utica Street are deemed to be of the greatest danger to the life, limb, and property the citizens of said Town,

BE IT, THEREFORE, ORDAINED by the Board of Trustees of the Civil Town of Sellersburg, that:

Section 1. It shall be unlawful for any person to park a motor vehicle at or near the curbing on the South Side of Utica Street, between Maple Street and South New Albany Street, in the Town of Sellersburg.

Section 2. A loading zone, not exceeding Thirty (30) feet in length shall be set aside at intervals on the South Side of Utica Street, between Maple Street and South New Albany Street, for the purpose of permitting passengers to board and be discharged from public conveyances.

Section 3. Any person violating any of the foregoing provisions shall, on conviction, be fined in any sum of not less than One Dollar (\$1.00) nor more than Ten Dollars (\$10.00).

Section 4. This ordinance shall be in full force and effect from and after its passage and the publication thereof.

Passed by the unanimous approval of the Board of Trustees of the Civil Town of Sellersburg, Indiana, this 8th day of October, 1953.


President

Member

Member

ATTEST:

ORDINANCE No. 119

AN ORDINANCE AUTHORIZING THE PRESIDENT OF THE BOARD OF TRUSTEES, AND THE CLERK-TREASURER OF THE TOWN OF SELLERSBURG, CLARK COUNTY, INDIANA, TO MAKE A TEMPORARY LOAN IN ANTICIPATION OF THE CURRENT REVENUES FROM TAXES LEVIED AND IN THE PROCESS OF COLLECTION FOR THE TOWN OF SELLERSBURG, CLARK COUNTY, INDIANA.

Be it ordained by the Board of Trustees of the Town of Sellersburg, Clark County, Indiana:

Section One: That the President of the Board of Trustees of the Civil Town of Sellersburg, and the Clerk Treasurer of said Town of Sellersburg, Clark County, Indiana, be, and they hereby are, authorized and directed, in the name of said Town, to make a temporary loan in total sum of One Thousand Five Hundred Dollars (\$1,500.00), payable to the Sellersburg State Bank, of Sellersburg, Indiana, on the 15th day of July, 1954, in anticipation of current revenues of the General Fund of said Town, from taxes now actually ^{LEVIED} and in the course of collection for the current fiscal year of 1954. Said loan shall be evidenced by a promissory note of said Town of Sellersburg, bearing interest at the rate Six Per Centum (6%) per annum from the date of said note to July 15th, 1954. Said note shall be signed by the President of the Town Board of Trustees and also signed by the Clerk-Treasurer thereof.

Section Two: That there be, and hereby is, appropriated and pledged of the current revenues of the general fund of the Town of Sellersburg, the sum of One Thousand Five Hundred Dollars (\$1,500.00), plus interest at the rate of Six Per Centum (6%) per annum thereon from the date of the note hereinabove described, for the payment of said note and the interest thereon when due.

Section Three: This ordinance shall be in full force and effect from and after its passage.

Passed at the regular meeting of the Board of Trustees of the Town of Sellersburg, held at the office of said Town on the 28th day of January, 1954.

Raymond E. Nieman
Chairman of the Board of Trustees

ATTEST:

Harvey F. Nieman
Clerk-Treasurer

ORDINANCE N o 118 e

BE IT ORDAINED by the Board of Trustees of the Civil Town of Sellersburg, Indiana:

SECTION 1. PERMIT ---- A permit shall be secured from the Town of Sellersburg by the owner of the property or by his duly authorized agent before connecting to or tapping a municipal sewer, altering or laying a building sewer to or from any sewer which is a part of the municipal sewerage system of the Town of Sellersburg, Indiana.

SECTION 2. That before the Clerk-Treasurer shall issue any permit as provided for in Section One of this Ordinance, there shall be paid by such applicant, the sum of Fifty Dollars (\$50.00) for each permit applied for.

SECTION 3. All ordinances or parts thereof which are in conflict with the terms hereof are hereby repealed.

SECTION 4. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be fined in any sum not less than One Dollar (\$1.00) or more than Ten Dollars (\$10.00).

SECTION 5. This ordinance shall be in full force and effect from and after its passage and legal posting and publication.

Passed by the unanimous approval of the Board of Trustees of the Civil Town of Sellersburg at its regular meeting held on the 24th day of June, 1954.

Raymond E. Nieman
President

H. J. O'Brien
Member

Lester M. Townsend
Member

Attest:

Harmon F. Nieman
Clerk-Treasurer

AN ORDINANCE CONCERNING PARKING METERS AND REGULATING THE USE OF PUBLIC STREETS AND ALLEYS OF THE TOWN OF SELLERSBURG, INDIANA, PROVIDING FOR THE PURCHASING, LEASING, ACQUIRING, INSTALLATION, REGULATION, OPERATION, USE, SERVICING, REPAIRING, MAINTENANCE, AND REPLACEMENT OF PARKING METERS AND PARKING METER ZONES: PROVIDING FOR THE ENFORCEMENT THEREOF.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CIVIL TOWN OF SELLERSBURG, INDIANA:

SECTION 1.

The word "Vehicle" as used herein shall mean any device not borne, or by which any person or property is or may be transported upon a public highway, except those operated on rails or tracks.

SECTION 2.

The following described parts of public streets in the Town of Sellersburg are hereby established as parking meter zones: Utica Street Between Indiana Avenue and Helbig Streets; and New Albany Street between Church Street and St. Paul Street.

SECTION 3.

The President of the Board of Trustees of the Town of Sellersburg, or such officers or employees of said Town as may be designated by him are hereby authorized to install or place parking meters in such parking meter zones hereby created or to be hereafter created by ordinance of the Town of Sellersburg, and such parking meters shall be placed upon the curb alongside or next to individual parking space or spaces to be designated as hereinafter provided. Each parking meter shall be so set or placed as to show or display a signal that the parking space alongside or next to the individual parking space to be designated as hereinafter provided. Each parking meter shall be so set or placed as to show or display a signal that the parking space alongside of it is not or is in use.

SECTION 4.

The Board of Trustees of this Town shall provide for the rental, purchase, acquisition, installation, regulating, operation, maintenance, repair, servicing, and replacement of parking meters when necessary to carry out the purpose of this ordinance and shall cause said meters to be maintained in good workable condition. Each parking meter shall be so set as to display a signal showing lawful parking upon the deposit of a 5 cent coin or a 1 cent coin of the United States of America therein for a period of time conforming to the parking limit now established or hereafter provided by the ordinances of the Town of Sellersburg, for that part of the street upon which said meter is placed and each meter shall begin and continue in operation from the time of the deposit

of such coin until the expiration of the time fixed by said ordinance as the parking limit for the part of the street upon which said meter is placed. Each meter shall also be arranged that upon the expiration of said parking time that the lawful parking period as fixed by the ordinances of the Town of Sellersburg has expired.

In purchasing parking meters, the Town Clerk-Treasurer shall advertise for bids as now provided by statute for other purchases by the Town and the purchase shall be made from the lowest and best bidder.

SECTION 5.

The Town of Sellersburg is hereby empowered and vested with authority by and through its Board of Trustees to enter into a contract for the rental, purchase, acquisition, installation, regulation, operation, use, maintenance, repair, servicing, and supplying of parts and replacements of said meters as the same may be necessary and to provide payment therefor exclusively from the funds received and revenues obtained by the Town of Sellersburg from the operation and use of said parking meters without in anywise obligating the Town of Sellersburg to pay for the same from funds derived from any other source, and the Town of Sellersburg is further authorized and empowered to enter into a contract or contracts for carrying into effect the purpose and intent of this ordinance.

SECTION 6.

When any vehicle shall be parked in any space alongside of or next to which there is located under this ordinance a parking meter, the owner, operator, manager or driver of such vehicle shall, upon entering the said parking space, immediately deposit a 5 cent coin or a 1 cent coin of the United States of America in the parking meter alongside the parking meter and set said meter in operation and the said parking space may then be used by such vehicle during the parking limit provided by the ordinance of the Town of Sellersburg for the part of the street in which said parking space is located. If said vehicle shall remain parked in any such parking space beyond the parking limit fixed by the ordinance of the Town of Sellersburg for such parking space, the parking meter shall display a sign showing unlawful parking and in that event, such vehicle shall be considered and deemed to be parked over-time and beyond the time fixed by the ordinance of the Town of Sellersburg, and the parking of a vehicle over-time or beyond the period of time fixed now or hereafter by ordinance of the Town of Sellersburg in any such part of a street where such meter is located shall be a violation of this ordinance and shall be punishable as hereinafter provided and it shall be unlawful for any person to cause, allow, permit or suffer any such vehicle registered in his name to be parked over-time or beyond the lawful period of time as above set forth.

SECTION 7.

It shall be unlawful for any person to permit a vehicle to remain or be placed in any parking space along side of or next to which any parking meter is placed while said meter is displaying a signal showing that such vehicle shall have already parked beyond the period of time fixed by the ordinance of the Town of Sellersburg, for such parking.

SECTION 8.

It shall be the duty of each Marshall or Deputy Marshall and any and all other officers that are so instructed by the Board of Trustees or Town Marshall to take the number of any meter at which any vehicle is over-parked as provided in this ordinance and the said officer shall take the number of such vehicle and report the same to the office of the Clerk-Treasurer of the Town of Sellersburg.

SECTION 9.

Any vehicle parking in any parking space in any parking space meter zone shall be parked with the right side of such vehicle next to the parking meter in parallel parking spaces and with the radiator directed at the said parking meter in diagonal parking spaces, and in either event shall be parked within the lines marked on the street for such parking space as provided hereinafter.

SECTION 10.

The President of the Board of Trustees or such officers or employees of the Town of Sellersburg as he may designate, shall place lines or marks on the curb or on the street about or along side of each parking meter to designate the parking space for which said meter is to be used and each vehicle parking along side of or next to any parking meter shall park within the lines or markings so established and it shall be unlawful to park any vehicle across any such lines or mark or to park said vehicle in such way that the same shall not be within the area so designated by such lines or markings.

SECTION 11.

It shall be unlawful to deposit or cause to be deposited in any parking meter a slug, device or metallic substitute for a coin of the United States of America.

SECTION 12.

It shall be unlawful for any person to deface, injure, tamper with, open or wilfully break, destroy or impair the usefulness of any parking meter installed under the terms of this ordinance.

SECTION 13.

The 5 cent coin or 1 cent coin required to be deposited as provided herein are levied for the payment of the purchase price, rental fees, and cost of installation of such parking meters or parking mechanical devices; for the payment of the cost of maintenance, operation of said mechanical parking devices and meters, included in said incidental expenses and costs shall be the cost of all clerical work and bookkeeping expenses in the handling and keeping of records of all fees so collected and expended; and for the payment of the cost of traffic signal devices used in the Town of Sellersburg and also in the repair and maintenance of any of the public streets and highways connected therewith in said Town, and for the painting and marking of all public streets where said mechanical parking devices are in use and all streets connected therewith in said town.

SECTION 14.

Any person, firm or corporation desiring to use any parking space herein provided shall deposit in the meter along side of or next to said parking space, a 1 cent coin of the United States of America for a period of twelve (12) minutes, and shall deposit in said meter a 5 cent coin of the United States of America for the use of said parking space for a period of one (1) hour, and immediately after the depositing of each and every coin the person so depositing said coin shall set the parking meter into operation.

SECTION 15.

The Town Clerk-Treasurer shall be charged with the duty of collecting the money derived from the operation of such parking meters

and shall be charged with the maintenance and servicing of such meters. The Town Clerk-Treasurer may deputize some person to perform these duties and if such person is appointed, he shall take an oath to faithfully perform his duties as such deputy and shall give bond payable to the Town of Sellersburg in the penal sum of One Thousand Dollars (\$1,000.00) to guarantee the faithful performance of his duties and a full accounting of all monies he shall receive from the use of the parking meters. This bond shall be approved by the Board of Trustees and filed in the office of the Clerk-Treasurer. The premium thereon shall be paid out of the Parking Meter Fund.

SECTION 16.

Any person, firm or corporation, who shall violate or cause to be violated any of the provisions of this ordinance shall, upon conviction thereof, be punished by a fine of not more than Ten Dollars (\$10).

SECTION 17.

If any section, part or provision of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgement shall not affect the validity of the ordinance as a whole or any other section or provision thereof not adjudged invalid.

SECTION 18.

This ordinance shall be in full force from after its passage and the due publication thereof according to law.

Passed by the Board of Trustees of the Civil Town of Sellersburg, Indiana, this 12th day of August, 1954.

Raymond E. Nieman
President

W. J. O'Brien
Member

Lester M. Townsend
Member

Attest:

Harvey J. Nieman
Clerk-Treasurer

ORDINANCE No. 121

WHEREAS, heretofore on the 9th day of December, 1954, at a regular meeting of the Board of Trustees of the Civil Town of Sellersburg, held in the office of the Clerk-Treasurer in the James Bottorff Building on Utica Street in said Town of Sellersburg, the Board of Trustees passed a resolution fixing the 28th day of December, 1954, at 7:30 o'clock P.M. at said office of the Clerk-Treasurer of the Town of Sellersburg for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriations, in addition to the annual budget adopted for the fiscal year 1954, and,

WHEREAS, the Clerk-Treasurer of said Town has given notice of the time, place, and purpose of said meeting in the manner prescribed by law; and,

WHEREAS, it having been determined by the Board of Trustees of the Civil Town of Sellersburg that an emergency exists for the following appropriations:

To the payment of marshal's salary	\$419.84
To the payment of telephone rental	169.83
For additional office supplies.....	19.77
For street and alley repairs.....	94.68
For Insurance premiums and official bonds.....	159.87

SECTION ONE

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Civil Town of Sellersburg that an emergency exists and that there shall be and hereby is appropriated from the funds of the Town of Sellersburg, Indiana, not otherwise appropriated, the following sums:

To the payment of marshal's salary	\$419.84
To the payment of telephone rental	169.83
For additional office supplies.....	19.77
For street and alley repairs.....	94.68
For Insurance premiums and official bonds.....	159.87

SECTION TWO

This ordinance shall be in force and effect from and after its passage and approval by the State Board of Tax Commissioners.

Raymond C. Nieman
President

W. J. O'Brien
Lester M. Townsend
Board of Trustees

Attest:

Sharon F. Nieman
Clerk-Treasurer

ORDINANCE NO. 121 (A)

WHEREAS, heretofore on the 23rd day of March, 1955, at a regular meeting of the Board of Trustees of the Civil Town of Sellersburg, held in the office of the Clerk-Treasurer in the James Botterff Building on Utica Street in said Town of Sellersburg, the Board of Trustees passed a resolution fixing the 12th day of April, 1955, at 7:30 o'clock P.M. at said office of the Clerk-Treasurer of the Town of Sellersburg for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriations, in addition to the annual budget adopted for the fiscal year 1955, and,

WHEREAS, the Clerk-Treasurer of said town has given notice of the time, place, and purpose of said meeting in the manner prescribed by law; and,

WHEREAS, it having been determined by the Board of Trustees of the Civil Town of Sellersburg that an emergency exists for the following appropriations:

- General Fund - For purchase price of police car \$1,800.00
- General Fund - For purchase of gas, oil, grease
and maintenance of police car 350.00
- Street Fund - For purchase of material and supplies
for street maintenance and construction 7,000.00

SECTION ONE

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Civil Town of Sellersburg that an emergency exists and that there shall be and hereby is appropriated from the funds of the Town of Sellersburg, Indiana, not otherwise appropriated, the following sums:

- General Fund - For purchase price of police car \$1,800.00
- General Fund - For purchase of gas, oil, grease
and maintenance of police car 350.00
- Street Fund - For purchase of material and supplies
for street maintenance and construction 7,000.00

SECTION TWO

This ordinance shall be in force and effect from and after its passage and approval by the State Board of Tax Commissioners.

Passed by the Board of Trustees of the Civil Town of Sellersburg this 12th day of April, 1955.

Raymond E. Nieman
President

H. J. O'Brien

Lester M. Townsend
Board of Trustees

Attest:

Flavene F. Nieman
Clerk-Treasurer

WHEREAS, heretofore on the 11th day of October, 1955, at a regular meeting of the Board of Trustees of the Civil Town of Sellersburg, held in the office of the Clerk-Treasurer in the James Bottorff Building on Utica Street in said Town of Sellersburg, the Board of Trustees passed a resolution fixing the 8th day of November, 1955, at 7:30 o'clock P.M., at said office of the Clerk-Treasurer of the Town of Sellersburg for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriations, in addition to the annual budget adopted for the fiscal year 1955, and,

WHEREAS, the Clerk-Treasurer of said Town has given notice of the time, place, and purpose of said meeting in the manner prescribed by law; and,

WHEREAS, it having been determined by the Board of Trustees of the Civil Town of Sellersburg that an emergency exists for the following appropriations:

GENERAL FUND,	
To the purchase of uniforms for volunteer firemen - - - -	\$310.00
To Social Security Payments and Compensation Insurance- -	420.00
To Legal Advertising - - - - -	340.00
To Insurance and Official Bond Premium- - - - -	50.00
STREET FUND,	
Repair of Equipment - - - - -	100.00
Total - - - - - \$1,200.00	

SECTION ONE

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Civil Town of Sellersburg that an emergency exists and that there shall be and hereby is appropriated from the funds of the Town of Sellersburg, Indiana, not otherwise appropriated, the following sums:

GENERAL FUND	{	To the purchase of uniforms for volunteer firemen - - -	\$310.00
		To Social Security Payments and Compensation Insurance- -	420.00
		To Legal Advertising - - - - -	340.00
		To Insurance and Official Bond Premium - - - - -	50.00
STREET FUND	{	To repair of equipment - - - - -	100.00

SECTION TWO

This ordinance shall be in full force and effect from and after its passage and approval by the State Board of Tax Commissioners.

Raymond E. Nieman
President

H. J. O'Brien

Board of Trustees

Attest:

Lucas J. Nieman
Clerk-Treasurer

RESOLUTION No. 122

BE IT RESOLVED by the Board of Trustees of the Civil Town of Sellersburg, Indiana, that the State Highway Commission of the State of Indiana, be, and it hereby is, petitioned to install appropriate signs denoting speed limits governing the operation of motor vehicles on U. S. Highway No. 31, U. S. Highway No. 31-E, and U. S. Highway No. 31-W immediately without and within the corporate limits of the Town of Sellersburg, Indiana.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the State Highway Commission of Indiana, Indianapolis, Indiana.

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, Indiana, this 9th day of August, 1955

Raymond C. Nieman
Chairman
H. J. O'Brien
Lester M. Townsend

ATTEST:

Harvey E. Nieman
Clerk-Treasurer

BE IT RESOLVED by the Board of Trustees of the Civil Town of Sellersburg, that the said Board of Trustees will meet in the office of the Clerk-Treasurer of said Town in the James Bottorff Building on Utica Street in said Town of Sellersburg, on the 8th day of November, 1955, at 7:30 o'clock P.M., for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriations in addition to the annual budget adopted for the fiscal year 1955:

GENERAL FUND,

- 1. To the purchase of uniforms for volunteer firemen - - -\$310.00
- 2. To Social Security Payments and Compensation Insurance- 420.00
- 3. To Legal Advertising - - - - - 340.00
- 4. To Insurance and Official Bond Premium --- - - - - 50.00

STREET FUND,

- 1. Repair of Equipment - - - - - 100.00

T o t a l - --- -\$1220.00

BE IT FURTHER RESOLVED that the Clerk-Treasurer of the said Town of Sellersburg is hereby ordered and directed to give notice as provided by law.

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, this 11th day of October, 1955.

Raymond E. Nieman
President

Lester M. Townsend

ATTEST:

James E. Nieman
Clerk-Treasurer

BE IT ORDAINED BY THE BOARD OF TRUSTEES of the Civil Town of Sellersburg that the following described contiguous territory be, and the same hereby is, annexed to and declared to be a part of the Civil Town of Sellersburg, Indiana, to-wit:

Being a Subdivision known as "Cooperdale" an addition to the Town of Sellersburg, and being a part of Survey No. 110 of the Illinois Grant, Clark County, State of Indiana, described as follows, to-wit:

Beginning at an iron pin in the center line of a public road where the original line dividing Surveys Numbers 110 and 129 crosses said road, said pin being South 52° 50' West 734.80 feet from a stone at the North corner of Survey Number 110; thence South 53° 50' West with the original line dividing Surveys Numbers 110 and 129, 1048.20 feet to a stake in said original line; thence South 36° 10' East 478.90 feet to a stake in Conroy's line; thence North 52° 33' East with Conroy's line 1032.60 feet to the center line of aforesaid public road thence North 34° 09' West with the center line of said road 456.30 feet to the place of beginning, containing 11.16 acres, more or less.

Also the following described tract:

Beginning at the intersection of said Corporate Limits of the Town of Sellersburg in the center line of U. S. 31-W; thence South 20° 59' West 760.8 feet; thence South 36° 42' west 318.4 feet; thence South 54° 35' west 571.6 feet; thence south 55° 36' west 875.9 feet; thence south 34° 42' west 363.0 feet; thence south 17° 10' west 298.5 feet; thence south 14° 14' west 1455.4 feet; thence south 21° 28' west 713.9 feet; thence south 12° 41' west 438.8 feet; thence south 83° 08' west 139.6 feet; thence south 06° 52' east 140.0 feet; thence north 83° 08' east 120.0 feet; thence north 06° 52' west 139.9 feet; thence north 83° 08' east 18.6 feet; thence north 12° 41' east 438.8 feet; thence north 21° 28' east 713.9 feet; thence north 14° 14' east 1455.4 feet; thence north 17° 10' east 298.5 feet; thence 34° 42' east 363.0 feet; thence north 55° 36' east 875.9 feet; thence north 54° 35' east 571.6 feet; thence north 36° 42' east 318.4 feet; thence north 20° 59' east 760.8 feet; thence in a westerly direction 1.0 feet to the place of beginning.

Said ordinance shall be in full force and effect on and after its passage on this 16 day of November, 1955.

President

Board of Trustees

Attest:

RESOLUTION No. 125

BE IT RESOLVED by the Board of Trustees of the Civil Town of Sellersburg, that the said Board of Trustees will meet in the office of the Clerk-Treasurer of said Town in the James Bottorff Building on Utica Street in said town of Sellersburg, on the 9 th day of July, 1956 at 7:30 o'clock P.M. for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriation in addition to the annual budget adopted for the fiscal year 1956:

Insurance and Bond Fund _____	\$	195.00
Maintenance, Gas and Oil on Police Car Fund _____		700.00
Payment Social Security and Withholding Tax Fund _____		500.00

BE IT FURTHER RESOLVED that the Clerk-Treasurer of the said Town of Sellersburg is hereby ordered and directed to give notice as provided by law.

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, this 27th day of June, 1956.

John Werle
President
Chas. M. Bottorff
Jesse M. Beyl

ATTEST:

John W. Kahl
Clerk-Treasurer:

RESOLUTION NO. 126

BE IT RESOLVED by the Board of Trustees of the Town of Sellersburg, Indiana, that said trustees do hereby unanimously request the Public Service Commission of Indiana, to increase water connections to the sum of sixty five dollars (\$65.00), at their regular Board Meeting of July 19, 1956. in the James Bottorff building on Utica St. 7:30 o'clock P.M..

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, this 19th day of July, 1956.

John H. Werle
President.

Chas M. Nestor

Jesse M. Beyl

Attest:

John W. Kahl
John W. Kahl Clk. Treas.

PUBLIC SERVICE COMMISSION OF INDIANA

ROOM 401 STATE HOUSE



MELROSE 8-6551

INDIANAPOLIS 4, INDIANA

August 17, 1956

Mr. H. E. Hestettler,
Attorney at Law,
Bank Building,
Henryville, Indiana.

Dear Mr. Hestettler;

This is to advise that your water resolution for the
Town of Sellersburg, Indiana, was approved on August
17, 1956, by the Commission.

We have retained the one copy you have sent us for
the public records of this department.

Very truly yours,

A handwritten signature in cursive script, appearing to read "J. B. Bailey".

J. B. Bailey,
Director of Public Utility Tariffs

JBB/jmh

H. E. HOSTETTLER
ATTORNEY AT LAW
BANK BUILDING
HENRYVILLE, INDIANA

Aug. 22, 1956.

Mr. John Kahl, Town Clerk
Sellersburg, Indiana.

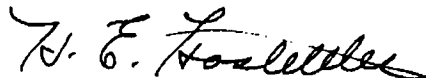
Re: Public Service Comm.
of Indiana
Water connections
Sellersburg, Indiana.

My Dear Sir:

I am herewith enclosing the approval of the Public Service Commission of Indiana of the resolution by the Board of Trustees of Sellersburg, Indiana, to increase water connections to the sum of \$65.00.

Please file this letter with the resolution.

Respectfully,



H. E. Hostettler

HEH
dch
enclosed

RESOLUTION No. 128

BE IT RESOLVED by the Board of Trustees of the Civil Town of Sellersburg, that the said Board of Trustees will meet in the office of the Clerk-Treasurer of said Town in the James Betterff Building on Utica Street in said Town of Sellersburg, on the 12th day of February, 1957 at 7:30 o'clock P.M. for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriation in addition to the annual budget adopted for the fiscal year, 1957:

Equipment for Police Car	<u>Gen. Fund</u>	\$ 305.00
Repair of Equipment	<u>Street Fund</u>	600.00
Additional on Town Truck	<u>St. Fund</u>	484.40

BE IT FURTHER RESOLVED that the Clerk-Treasurer of the said Town of Sellersburg is hereby ordered and directed to give notice as provided by law.

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, this 18th day of March, 1957:

John Weiler
President
Chas. M. Koster
Jesse M. Beyl

WITNESSETH:

John W. Kahl- Clk. Treas.

RESOLUTION No. 129

BE IT RESOLVED by the Board of Trustees of the Civil Town of Sellersburg, Indiana, that the State Highway Commission of the State of Indiana, be, and is, hereby petitioned to install appropriate signs denoting speed limits governing the operation of motor vehicles on U.S. Highway No. 31 E. to 30 Mi. per. hr. within corporate limit signs and 40 Mi. per. hr. 4000 ft. So. of corporate limits of the Town of Sellersburg, Indiana, on U.S. 31 E..

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the State Highway Commission of Indiana, Indianapolis, Indiana.

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, Indiana, this 6th day of June, 1957:

John M. Meale
Chairman
Chas. M. Kessler
Jesse M. Boyd

ATTEST:

John M. Kahl
Clerk

BE IT RESOLVED by the Board of Trustees of the Civil Town of Sellersburg, that the said Board of Trustees will meet in the office of the Clerk-Treasurer of said Town in the James Botterff Building on Utica Street in said Town of Sellersburg, on the 14 th day of August, 1958 at 7:30 P.M. for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriation in addition to the annual budget adopted for the fiscal year, 1958:

General Fund.

Police Car maintenance, Gas & oil	\$350.00
Police Supplies	50.00
Above appropriation to be taken out of Dog Pound Fund	
Insurance and Official Bond	175.00
Communication & Transportation	300.00

BE IT FURTHER RESOLVED that the Clerk-Treasurer of the said Town of Sellersburg is hereby ordered and directed to give notice as provided by law.

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, this 23rd, day of July, 1958:

ATTEST:

John W. Kahl
John W. Kahl, Clerk - 1958.

John H. Werles
President
Chas. M. Kasterter
Jesse M. Beyl

RESOLUTION No. 131

BE IT RESOLVED by the Board of Trustees of the Civil Town of Sellersburg, that the said Board of Trustees will meet in the office of the Clerk-Treasurer of said Town in the James Bottorff Building on Utica Street in said Town of Sellersburg, on the 11th day of December, 1958 at 7:30 P.M. for the purpose of considering and determining whether an emergency exists for the passage of an ordinance making the following appropriation in addition to the annual budget adopted for the fiscal year, 1958:

General Fund

Printing and Advertising.....\$25.00
Above appropriation taken out of
Printing other than office supplies.

Street Fund

Asphalt Tar and Road Oil.....\$7,000.00
From Street Fund.

BE IT FURTHER RESOLVED that the Clerk-Treasurer of the said Town of Sellersburg is hereby ordered and directed to give notice as provided by law.

ADOPTED by the Board of Trustees of the Civil Town of Sellersburg, this 17th day of November, 1958.

Board of Trustees

John H. Wiele
Chas. W. Noster
Jesse M. Beyl

ATTEST:

John W. Kahl
John W. Kahl Clk. Treas.

ORDINANCE No. 200

AN ORDINANCE RESTRICTING THE USE OF CERTAIN STREETS
IN THE TOWN OF SELLERSBURG, INDIANA, BY VEHICLES
EXCEEDING CERTAIN WEIGHT LIMITS; PROVIDING A PENALTY
FOR THE VIOLATION THEREOF; AND REPEALING ALL ORDINANCES
IN CONFLICT THEREWITH;

Be it Ordained by the Board of Trustees of the town of Sellersburg, Clark County, Indiana;

SECTION 1. That it shall be unlawful for any person, firm or corporation to cause or knowingly permit to be operated, to stand or be moved upon all the public streets and alleys of the Town of Sellersburg, any vehicle or combination of vehicles of a weight exceeding six (6) tons gross weight.

SECTION 2. That the provisions of Section 1, above, do not apply to the following named public streets in said Town and they are to be used by any vehicle or combination of vehicles of a weight exceeding six (6) tons gross weight.

New Albany Street
Utica Street
State Highway No. 31

SECTION 3. That the provisions of this ordinance do not apply to any vehicle or combination of vehicles while actually engaged in going or returning from making a delivery to any lot, place of business or residence in said Town.

REFER TO PROOF OF PUBLICATION FOR SECTIONS 4, 5, 6, and 7

SECTION 8. Any person, firm or corporation violating the provisions of this ordinance shall, upon conviction, be fined in any sum not exceeding Ten dollars (\$10.00).

SECTION 9. This ordinance shall be in full force and effect from and after its passage, publication and posting as required by laws.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Passed and adopted this 8th day of March, 1956, at a regular meeting of the Board of Trustees of the Town of Sellersburg, Indiana.

John Werle
President

Ghas. M. Hostettler
Member

Jesse M. Beyl
Member

ATTEST:

John W. Kahl
Clerk - Treasurer

ORDINANCE NO. 201

BE IT ORDAINED by the Board of Trustees of the Civil Town of Sellersburg, Indiana:

SECTION 1. PERMIT A permit shall be secured from the town of Sellersburg by the owner of the property or by his duly authorized agent before connecting to or tapping a municipal sewer, altering or laying a building sewer to or from any sewer which is a part of the municipal sewerage system of the Town of Sellersburg, Indiana.

SECTION 2. That before the Clerk-Treasurer shall issue any permit as provided for in Section One of this ordinance, there shall be paid by such applicant, the sum of Sixty (\$60.00) Dollars for each permit applied for.

SECTION 3. All ordinances or parts thereof which are in conflict with the terms hereof are hereby repealed.

SECTION 4. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be fined in any sum not less than One (\$1.00) Dollar or more than Ten (\$10.00) Dollars.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and legal posting and publication.

Passed by the unanimous approval of the Board of Trustees of the Civil Town of Sellersburg at its regular meeting held on the 12th day of April, 1956.

John West
President
Chas. M. Hostetter
Member
Jesse M. Beil
Member

Attest:

John M. Kahl
Clerk-Treasurer

State of Indiana }
County of Clark } SS

John Kahl, after first being duly sworn, states:

1. That he is the duly elected, qualified, and acting Clerk-Treasurer of the Town of Sellersburg, Indiana.

2. That he did, on the 13 day of April, 1956, post copies of Ordinance No. 201 of the Town of Sellersburg in the following described public places in the Town of Sellersburg, Indiana.

Scotty Cooks Barber Shop

Cook and Goldmans Barber Shop

Clerk-Treasurer's Office

John W. Kahl

Subscribed and sworn to before me this 25 day of May, 1956.

Myrtle Dorrough
Notary Public
Myrtle Dorrough

My Commission Expires:

March 24, 1959

Ordinance No. 202

Be It Ordained by the Board of Trustees of the Town of Sellersburg, Indiana:

1. That it shall be unlawful for any person, firm, or corporation to engage in the business of slaughtering poultry or animals within the corporate limits of said Town without meeting the following requirements:

(a) Approval of the Indiana State Board of Health and the County Health Department;

(b) Using completely enclosed holding pens;

(c) No inedible offal rendering;

(d) No inedible offal stored in outside areas or in uncovered containers;

(e) No holding of animals overnight;

(f) No accumulation of manure on the premises.

2. This ordinance shall repeal all ordinances which are in conflict with the terms hereof.

3. Any person, firm or corporation violating any of the provisions of this ordinance, shall, upon conviction thereof, be fined in any sum not more than Ten Dollars (\$10.00).

4. This ordinance shall be in full force and effect from and after its passage and legal posting and publication.

Passed unanimously by the Board of Trustees of the Civil Town of Sellersburg at its regular meeting held on the 12th of April, 1956.

John Werle
President

Chas. M. Hostetler
Member

Jesse M. Beyl
Member

Attest:

John M. Kahl
Clerk-Treasurer

State of Indiana)
) SS
County of Clark)

John Kahl, after first being duly sworn, states:

1. That he is the duly elected, qualified, and acting
Clerk-Treasurer of the Town of Sellersburg, Indiana.

2. That he did, on the 27 day of April, 1956,
post copies of Ordinance No. 202 of the Town of Sellers-
burg in the following described public places in the Town of
Sellersburg, Indiana.

Scotty Cooks Barber Shop

Cook and Goldmans Barber Shop

Clerk-Treasurer's Office

John M. Kahl

Subscribed and sworn to before me this 25 day of May,
1956.

Myrtle Dorrough
Notary Public
Myrtle Dorrough

My Commission Expires:

March 24, 1959

Food Establishments

Article 4, Part 1, Division 1

Clark County Health Dept.
332 SPRING ST.
JEFFERSONVILLE, INDIANA



Chapter 157, Acts of 1949
Indiana General Assembly

INDIANA STATE BOARD OF HEALTH

1330 West Michigan Street

Indianapolis

ARTICLE 4. SANITATION

Part 1. Food Sanitation

Division 1. Food Establishments

SEC. 1300. "Food" means and includes all articles used for food, drink, confectionery, or condiment whether simple, mixed, or compound and all substances or ingredients used in the preparation thereof.

SEC. 1301. "Food handling" means producing, processing, handling, preparing, manufacturing, packing, storing, selling, distributing, or transporting of food.

SEC. 1302. "Food establishment" means any building, room, basement, vehicle of transportation, cellar, or open or enclosed area occupied or used for handling food.

SEC. 1303. The state board may make rules and regulations for the efficient enforcement of this division and to establish minimum sanitary standards for the operation of all food establishments. Rules promulgated under the provisions of this division shall be made in accordance with the provisions of the state statutes concerning the establishment and promulgation of rules by state agencies.

SEC. 1304. At all times the state board or its representative shall have full power to enter any food establishment or any place suspected of being a food establishment and may inspect the premises, utensils, fixtures, equipment, furniture, and machinery used in food handling.

SEC. 1305. For the purpose of enforcing this article, the local health officers shall be food sanitarians subordinate to the state board.

SEC. 1306. If, upon inspection of a food establishment, the officer or sanitarian finds any employer, operator, or other employee to be violating any provision of this article, the officer or sanitarian shall furnish evidence of the violation to the prosecutor of the county or circuit in which the violations occur, and he shall prosecute all persons violating any of the provisions of this article or rules promulgated pursuant to this act. Or the officer or sanitarian shall report the conditions and violation to the secretary of the state board, who may issue an order to the person in authority at the offending establishment to abate the condition or violation within a period of five (5) days or other reasonable time as may be required to abate them. Such proceedings to abate shall be in accordance with the law relating to administrative adjudication by state officers and agencies.

SEC. 1307. A food establishment shall be adequately lighted, heated, drained, and ventilated and supplied with uncontaminated running water and with adequate sanitary facilities.

SEC. 1308. The floors, sidewalls, ceilings, furniture, receptacles, implements, and machinery of a food establishment and a vehicle used for transporting food products shall at all times be clean and sanitary.

REGULATION HFD 18

REGULATIONS PERTAINING TO THE SANITATION OF SLAUGHTERHOUSES AND PACKING HOUSES

SECTION 1—DEFINITIONS

For the purpose of this regulation, the following words, phrases, names and terms are defined as follows:

A. THE ACT. Means Chapter 222, Acts of the Indiana General Assembly of 1943, which is concerned with the sanitation of all food processing establishments.

B. ESTABLISHMENT. Means any building, room, basement, cellar, or other location occupied or used for slaughtering meat animals or preparing meat food products for human consumption, meat canning, curing, smoking, salting, packing, rendering, sausage manufacture, or where any other similar operation is conducted and shall include all detached buildings or rooms, under the control of the operator of said establishment and used in any capacity in connection with the operation of said establishment.

This shall not be construed to include establishments operated by a farmer, on his farm, who slaughters and prepares meat and meat food products for his own use, provided that such meat and meat food products are not sold at wholesale or for the purpose of resale.

C. BOARD. Means the Indiana State Board of Health.

D. SECRETARY. Means the Secretary of the Indiana State Board of Health.

E. EMPLOYEE. Means any person who handles meat or meat food products during the course of its preparation, manufacture, or processing, or who is employed at any time in any establishment.

F. MEAT PRODUCT. Means any edible part of the carcass of any cattle, sheep, swine, or goat which is not manufactured, cured, smoked, processed, or otherwise treated.

G. MEAT FOOD PRODUCT. Means any article of food or any article which enters into the composition of food for human consumption, which is derived or prepared, in whole or in part, from any portion of the carcass of any cattle, sheep, swine, or goat, if such portion is all or a considerable and definite portion of the article, except such articles as organotherapeutic substances, meat juice, meat extract, and the like, which are only for medicinal purposes and are advertised only to the medical profession.

H. REFRIGERATED ROOM. Means any room employing refrigerating machinery or ice for the purpose of refrigeration.

I. HOLDING ROOM. Means any room used for the storage of dressed carcasses immediately after slaughter. If summer slaughtering is done, this room shall be refrigerated. For winter slaughtering only, this room shall be so constructed as to prevent the freezing of the dressed carcass or carcasses.

SECTION 2—SANITATION

A. FLOORS.

The floors in all rooms of the establishment shall be of such construction as to be easily cleaned, shall be smooth, and shall be kept clean and in good repair.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. The floors of all rooms of the establishment are of such construction as to be easily cleaned, smooth, and in good repair.
 - a. The floors of the killing room and coolers shall be constructed of impervious material such as dense concrete, or vitrified floor brick of good quality laid on a concrete base, and shall be sloped at least $\frac{1}{4}$ inch per foot toward the floor drains. A floor drain or drains shall be provided in the prechill room or rooms.
 - b. The floors in all other rooms of the establishment shall be constructed of dense concrete; vitrified floor brick of good quality, laid on a concrete base; tile; terrazzo; tight wood; or other impervious material. Wood floors containing wide cracks, holes, or loose-fitting planks do not comply with this item.
2. All floors are kept clean and free from litter at all times.
3. No point of the killing floor is over 15 feet from a floor drain.

B. WALLS AND CEILINGS.

Walls and ceilings of all unrefrigerated workrooms shall be well plastered; wainscoated or ceiled with tile, metal, or other impervious material, shall be oil painted or otherwise suitably finished so as to be washable, and shall be kept clean and in good repair.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. The walls and ceilings have a smooth, washable surface. If walls and ceilings are of wood, plaster or concrete construction, they are painted with a light color washable paint.

2. The walls and ceilings are clean and in good repair.
3. The window stools are sloped downward at a 45 degree angle to the inside.

C. DOORS AND WINDOWS.

Doors through which products are transferred on rails or in hand-trucks shall be at least four feet wide.

Doors, windows, and other openings into the outer air shall be fitted with self-closing screen doors and window screens of not coarser than 16 gauge mesh wire or 18 gauge plastic screen during the fly season, unless other effective means are provided to prevent the entrance of flies.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. All doors through which products are transferred on rails or in handtrucks are at least four feet wide.
2. All outside openings to outer air are effectively screened during the fly season.
3. Fans of sufficient power to prevent entrance of flies and other insects are provided at all otherwise ineffectively protected openings.
4. Flies and other insects are absent.
5. Window and door screens are tight-fitting and free from holes. This includes screens for skylights, transoms, and ventilators.

D. LIGHTING.

All workrooms of the establishment shall be well lighted with either natural or artificial light, or both, of good quality and well distributed.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. In all unrefrigerated workrooms, the glass area is approximately 25 percent of the floor area.
2. Artificial lighting sufficient to provide at least 20 foot candles for overall illumination and 50 foot candles at all work surfaces is provided at places where, or at times when, natural lighting is not available.

E. VENTILATION.

All unrefrigerated workrooms shall be well ventilated.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. All workrooms are ventilated so as to be free from disagreeable odors, condensation, vapor, and smoke.
2. Exhaust fans or ventilating hoods are provided if necessary.

F. RAILS.

All rails in the establishment shall be kept clean and free from rust. Rails shall be suspended from the ceiling, or, if a framework is necessary, the framework shall be built within the walls. Rails shall be sufficiently high to prevent large carcasses from touching the floor.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Rails are clean and free from rust.
2. Rails are suspended from the ceiling, or, if a framework is used, the framework is built within the walls.
3. Cattle bleeding rail or hoist is at least 16 feet high. Cattle dressing rails are at least 11 feet high.
4. Cattle rails in the prechill room are at least 11 feet high.
5. Hog bleeding rail or hoist is at least 10 feet 6 inches high. Hog dressing rails are at least 9 feet high.
6. Hog rails in the prechill room are at least 9 feet high.
7. No carcasses or parts of carcasses are touching the floor or wall.

The above rail heights are prescribed for use with 12-inch trolleys.

G. REFRIGERATED AND/OR HOLDING ROOMS.

Floors, walls, and ceilings of all refrigerated and/or holding rooms shall comply with the requirements of A and B. Walls shall be constructed to withstand the impact of handtrucks. Rails shall be spaced in coolers and/or holding rooms to allow adequate air circulation around carcasses. Rails should be suspended from the ceiling, or, if a framework is necessary, the framework shall be built within the walls.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Walls and ceilings have a smooth washable surface and are painted with a light color oil paint.
2. Walls and ceilings are clean and in good repair.
3. Walls are of suitable construction to withstand the impact of handtrucks.
4. The rails are suspended from the ceiling, or, if a framework is necessary, the framework is built within the walls.

5. Rails in coolers and/or holding rooms are spaced at least 30 inches on centers, and end rails are at least 24 inches from the walls of the cooler and/or holding room.

H. EMPLOYEES.

No person who is affected with any disease in a contagious or infectious form or who is a carrier of such disease, shall work in any establishment, and no establishment shall employ any such person or persons suspected of being affected with a disease in a contagious or infectious form or of being a carrier of such disease. All employees shall wear clean outer garments and shall keep their hands clean at all times while engaged in handling meat, meat food products, and utensils and equipment. Employees shall not expectorate or use tobacco in any form in any room where meat or meat food products are handled, prepared, or stored.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. No person who is affected with a contagious or infectious disease or who is a carrier of such disease is employed in the establishment.
2. The outer garments of all employees engaged in handling meat or meat food products are reasonably clean and are worn for establishment duty only.
3. The hands of all persons are kept clean while engaged in handling meat, meat food products, and utensils and equipment.
4. There is no evidence of spitting or the use of any form of tobacco by employees in rooms in which meat or meat food products are handled, prepared, or stored; and "NO SMOKING" signs are prominently displayed in all such departments.

I. TOILET AND DRESSING ROOM FACILITIES.

Every establishment shall have convenient toilet or toilet rooms, separate and apart and not opening directly into any room or rooms where the process of production, processing, manufacture, packing, canning, storing, selling or distributing of any meat or meat food product is conducted. Toilet and dressing room or rooms shall be well lighted and ventilated and shall be maintained in a sanitary condition. A sign shall be posted in a conspicuous place in all toilet rooms directing employees to "Wash Hands Before Returning to Work."

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Adequate toilet fixtures, conveniently located and so installed as to comply with the rules and regulations of the Administrative Building Council of Indiana, are provided for employees.

2. The toilets are so located and constructed that there is an intervening room or vestibule between any toilet room and any room where meat or meat food products are handled or stored. This intervening room or vestibule must have full-length, tight-fitting, self-closing doors located so that both doors cannot be opened by the same person simultaneously. A booth, open at the top or bottom, shall not qualify as a toilet room or intervening vestibule.
3. All toilet room doors are provided with springs or checks to make them self-closing.
4. The toilet room or rooms and fixtures are kept clean, sanitary, in good repair, and free from flies.
5. The toilet room or rooms are well lighted and ventilated to the outside air.
6. Durable, legible signs are posted conspicuously in each toilet room to direct employees to "Wash Hands Before Returning to Work."
7. Outside toilets are constructed and operated in accordance with the standards of the Board.
8. Where approved outside toilets are maintained, handwashing facilities, as outlined in Item J are provided adjacent to the entrance to the building used by employees in going to and returning from the toilet.

J. HANDWASHING FACILITIES.

Adequate handwashing facilities, including hot and cold running water, soap and individual towels, shall be provided adjacent to all toilet rooms and in any other locations in the establishment where the nature of the work requires frequent use of such facilities. The use of a common towel is prohibited. No employee shall resume work after using the toilet room or handling any contaminated product without first washing his hands and arms thoroughly with clean water and soap.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Handwashing facilities, including hot and cold running water, soap and individual cloth or paper towels, are provided adjacent to all toilet and urinal rooms and in all other locations where the nature of the work requires frequent use of such facilities. Utensil or equipment washing vats shall not be accepted as handwashing facilities for personnel.
2. After visiting the toilet room, no employee returns to work without first having washed his hands.
3. After handling contaminated products, no employee handles any meat or meat food products without first having washed his hands.

4. Each lavatory is supplied with a combination mixing faucet with outlet at least 12 inches above the rim of the bowl to facilitate washing arms as well as hands.

K. EQUIPMENT.

All equipment used in an establishment shall be constructed of metal or other impervious materials and shall be kept clean and in good repair.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Workbenches and tables are constructed of metal, tight-fitting removable planks or both, or of other impervious materials.
2. Handtrucks are of smooth metal construction, provided with a drain to facilitate cleaning; this drain may be a removable screw plug.
3. Slack barrels and similar containers, vehicles and cars used for transporting any product are kept clean and in a sanitary condition.
4. Scabbards for knives or similar devices for temporary retention of knives, steels, triers, et cetera, are constructed of rust-resisting metal and are so constructed that they can be readily cleaned and are kept clean.
5. Stationary equipment and equipment not readily removable are placed at least 12 inches from floors, walls, posts and other fixed parts of the building, and from other equipment.

L. EQUIPMENT WASHING FACILITIES.

An ample supply of steam or hot water shall be easily accessible to all workrooms, and adequate facilities for washing and cleaning equipment shall be provided.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Equipment washing sinks are provided with running hot and cold water, and drains are properly trapped and connected directly to the sewer.
2. Adequate hose connections are provided for hot and cold water to be used for cleaning and washing stationary equipment.
3. Adequate brushes, steel wool, detergents, and other similar materials are provided for cleaning and washing equipment.

M. WATER SUPPLY

Running hot and cold water, under pressure, shall be easily accessible to all rooms in which meat or meat food products are prepared or stored,

and utensils are washed. The water supply shall be safe and adequate, having a satisfactory bacteriological quality. All coolers for drinking water shall be of an approved type and shall be kept free from contamination.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Running hot and cold water, under pressure, is provided in all rooms where meat and meat food products are handled, except refrigerated rooms that are maintained at 32 degrees Fahrenheit or below.
2. The water supply is ample in quantity to insure proper cleaning of floors, equipment and utensils, flushing of toilets, washing of hands, et cetera.
3. The water supply conforms with construction, operation, location and sanitation standards of the Board.
4. All drinking fountains are equipped with a sanitary type guarded angle stream jet head and an adjustable volume regulator. The jet opening or orifice is not below the flood rim of the fixture. If ice coolers are used, the ice is not directly in contact with the water.

N. DISPOSAL OF WASTE.

All waste shall be properly disposed of, and all inedible products and trash shall be kept in suitable receptacles in such a manner as not to become a nuisance.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Liquid waste from sinks, drains, toilets, and similar fixtures are connected with a municipal sewer, or in the absence of a municipal sewer, are disposed of by a method approved by the Board.
2. Grease catch basins are located outside of the establishment.
3. Where grease catch basins are used, toilet soil lines are separated from the establishment drainage lines to a point outside of the building, so as not to contaminate the grease catch basin.
4. All plumbing complies with the rules and regulations prescribed by the Administrative Building Council of Indiana and is so designed as to prevent any contamination to water supply through cross-connection, or back-siphonage from fixtures.
5. Where a septic tank is used, sticking blood is caught in a manner to comply with good sanitary practice by use of:

- a. Metal containers and transfer to steel barrels, or;
 - b. Catch basin in floor and transfer to suitable containers after coagulation (catch basin shall have drains to sewer system), or;
 - c. Separate drain to receptacle for catching blood.
6. Equipment using a constant flow of water, such as soaking and cooking vats and sausage stuffing tables, is installed so that waste water is delivered into the drainage system without flowing over the floor.

O. INEDIBLE OFFAL.

Inedible offal shall be handled so as to prevent a nuisance, disagreeable odors or contamination of edible products.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Handtrucks and receptacles used to transport and hold inedible offal are constructed of metal or other impervious materials and are distinctly and conspicuously marked with the word "Inedible."
2. The establishment has its own inedible rendering plant in a separate, distinct room, or a separate building.
 - a. If not in a separate building, the rendering room is well ventilated and so separated as to prevent odors from entering the establishment.
3. A separate room or building is used for the holding of hides and/or inedible offal prior to picking up by rendering plant trucks, and is so constructed as to be flytight, rodent and insect proof, and is equipped with a floor drain.
4. Equipment used for inedible offal is kept clean and washed in the same manner as equipment used for edible offal.

P. ESTABLISHMENT AND PREMISES.

The premises of every establishment, including the establishment itself, docks and areas where cars and vehicles are loaded and unloaded, and the driveways, approaches, yards, pens, and alleys shall be properly paved and drained, and kept in a clean and orderly condition.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Outer premises of establishment are kept clean and in an orderly condition.
2. Natural drainage is provided for driveways, loading and unloading docks, and similar areas.
3. Holding and/or feeding pens have a floor constructed of concrete or other impervious material to render them easily and readily cleaned.

4. Holding and/or feeding pens are properly drained.
5. Alleys from holding and/or feeding pens to establishment killing floor are of impervious material and are in a clean and orderly condition.
6. Catch basins on premises are so located that they can be kept in an acceptable condition as to odors and cleanliness.
7. Hog hair, bones, paunch contents, or manure are removed at regular intervals to prevent disagreeable odors and breeding places for flies.
8. The plant and premises are free from rodent infestation.
9. Dogs and cats are excluded from the inside of the establishment.
10. So-called rat viruses and toxic substances for which there is no antidote, or which may be unsafe for use in a food establishment, are not used in the establishment or on the premises.

Q. OPERATIONS.

Meat and meat food products shall be handled and stored in a clean and sanitary manner at all times.

Satisfactory compliance—This item shall be deemed to have been satisfied if:

1. Carcasses, after slaughter and evisceration, are moved from the killing floor to prechill or holding room at once.
 - a. Freshly slaughtered carcasses shall not be placed in a refrigerated room where previously chilled carcasses are stored.
2. Slaughtering and processing are not conducted in the same room at the same time.
3. Separate rooms are provided for processing meat and meat food products. Separate rooms are provided for curing meats.
4. Lard is not rendered by wood-fired kettles at the same time other products are being processed in the same room. Lard may be steam or gas rendered in the same room where other products are being processed if the lard rendering equipment is ventilated to the outside air, or if the room is equipped with a ventilator of adequate size to prevent condensation.
5. Water supplied to wash beef carcasses or for scraping hog carcasses is under pressure at all times. (The use of cloths or rags to wash or wipe carcasses is prohibited.)
6. Smoked and cured meats are stored in a separate refrigerated room. Smoked and cured meats may not be stored in a prechill room or in a holding room where carcasses are chilled out.

Effective December 20, 1948.

5M 1-49.

SEC. 1309. The food establishment and the machinery used in the food establishment shall be constructed so as to be easily and thoroughly cleaned.

SEC. 1310. The sidewalls, woodwork, and ceiling of a food establishment shall be made of an impervious material with a finish which is washable, and the sidewalls, woodwork, and ceiling shall be kept washed clean with a detergent and water.

SEC. 1311. The floor of a food establishment shall be made of non-absorbent material which can be flushed with water, and the floor of a food establishment shall be kept washed clean with a detergent and water.

SEC. 1312. Food establishments shall be protected by all reasonable means against the presence of and entrance of domestic animals, rodents, flies and other insects.

SEC. 1313. Refuse, dirt and waste products subject to decomposition and fermentation incident to food handling shall be removed daily.

SEC. 1314. A food establishment shall have a convenient toilet room separate and apart and not opening directly into a room which is used for food handling. The floor of the toilet room shall be made of a non-absorbent material and shall be washed and scoured daily. Each toilet fixture shall be adequately ventilated. Each toilet room shall be adequately ventilated.

SEC. 1315. A food establishment shall have a washroom adjacent to each toilet room. The washroom shall be supplied with adequate lavatories, soap, hot and cold running water, and clean individual towels and shall be kept clean by washing with a detergent and water.

SEC. 1316. A room which is used for food handling or which is equipped for use for food handling shall not be used for any other purpose.

SEC. 1317. Rooms separate and apart from rooms used for food handling shall be provided for the changing and hanging of wearing apparel. These rooms for changing and hanging wearing apparel shall be kept clean.

SEC. 1318. A person shall not expectorate in or on the machinery, equipment, floor, or sidewalls or other structure of any food establishment.

SEC. 1319. A person shall not live or sleep in any room used for food handling or in any room opening directly into a food establishment.

SEC. 1320. A person who has a communicable or infectious disease shall not work in a food establishment.

SEC. 1321. A person shall wear clean outer garments while he works in a food establishment.

SEC. 1322. A person who works in a food establishment shall wash his hands and arms thoroughly with soap and clean water before be-

ginning work, before resuming work after a rest period, and before resuming work after visiting a toilet room.

SEC. 1323. A person shall not sit or lie upon equipment used or installed for use in handling food.

SEC. 1324. Any person who violates any of the provisions of this division or who refuses to comply with any lawful orders or requirements of the secretary of the state board duly made in writing as provided in this division shall be guilty of a misdemeanor. On conviction the violator shall be punished for the first offense by a fine of not more than five hundred dollars; for the second offense by a fine of not more than one thousand dollars; and for the third and subsequent offenses by a fine of not more than one thousand dollars to which may be added imprisonment for any determinate period not exceeding ninety days, and each day after the expiration of the time limit for abating insanitary conditions and completing improvements to abate such conditions as ordered by the secretary of the state board, shall constitute a distinct and separate offense.

ORDINANCE NUMBER 203.

AN ORDINANCE DECLARING AN EMERGENCY, APPROPRIATING \$350 TO POLICE CAR MAINTENANCE, GAS AND OIL: \$50 FOR POLICE SUPPLIES: \$300 FOR COMMUNICATION AND TRANSPORTATION: \$175 FOR INSURANCE AND OFFICIAL BOND, FOR THE TOWN OF SELLERSBURG, FOR THE REMAINDER OF THE YEAR 1958 TO MEET SAID EMERGENCY, AND ORDERING THAT AMOUNT TRANSFERRED FROM THE DOG POUND FUND AND THE GENERAL FUND.

BE it ordained by the Board of Trustees of the Town of Sellersburg, Clark County, State of Indiana, in regular session assembled.

SECTION 1. That said Board of Trustees finds that an extraordinary emergency exists for the Police Car Maintenance, Police Supplies, Communication and Transportation, and for Insurance and Official Bond.

SECTION 2. That said Board further finds that a ten day notice by publication of said contemplated additional appropriation has been given to the taxpayers and other interested parties, stating that a hearing would be held on said contemplated additional appropriation on the _____ day of August, 1958, at 7:30 P.M. at the regular meeting place of said Board, and that taxpayers should have a right to be heard.

SECTION 3. Upon the conclusion of said hearing referred to in Section 2 of this ordinance, the said Board now confirms its determination to appropriate and expend such an additional amount.

SECTION 4. That said Board does hereby appropriate and add an additional sum of \$350 for the Police Car Maintenance, Gas and Oil, \$50 Police Supplies: \$300 for Communication and Transportation: \$175 for Insurance and Official Bond.

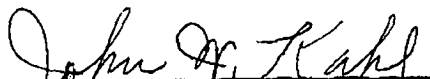
SECTION 5. The Board of Trustees does hereby find that there is sufficient money in the Dog Pound Fund and the General Fund for said appropriation and the Clerk-Treasurer of said town is authorized to transfer said amount from said fund in accordance herewith stated.

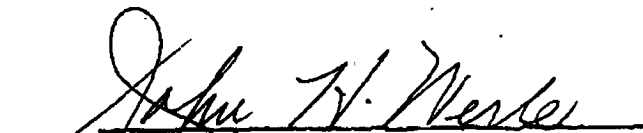
SECTION 6. The action taken herein shall be subject to the approval of the Indiana Tax Board, as provided by law.

SECTION 7. All ordinance of or parts of ordinances in conflict herewith are hereby repealed.

PASSED by the Board of Trustees of the Town of Sellersburg, Indiana, in regular session this 21 day of August, 1958.

Attest:


Clerk-Treasurer


President

ORDINANCE NUMBER 205.

An Ordinance of the Town of Sellersburg, Indiana, appropriating the sum of Twenty Thousand Dollars (\$20,000) to be applied on the cost of construction of a Town Hall and Garage in and for said Town, and expenses incidental thereto and the issuance of bonds on account thereof.

WHEREAS, THE Board of Trustees of the Town of Sellersburg, Indiana, finds that the Town is in need of a Town Hall and Garage, and that there has heretofore been filed with the Board a petition signed by owners of taxable real estate located in the Town requesting that bonds of the Town be issued in the amount of Twenty Thousand Dollars (\$20,000) for the purpose of providing funds to be applied on the cost of construction of a Town Hall and Garage in and for said Town, which petition the Board of Trustees has heretofore found to be in due form of law and has caused notice of the filing of said petition to be given as provided by Sec. 64-313 Burns Statutes 1933; and

WHEREAS, the Town of Sellersburg, does not now have on hand funds unappropriated for any other purpose or provided for in the existing budget sufficient to provide for the cost of construction of a Town Hall and Garage and the Board has heretofore provided for the issuance of bonds of the Town in the amount of Twenty Thousand Dollars (\$20,000) in order to procure funds for such purpose; and

WHEREAS, the Board determines that there is an extraordinary emergency existing for the making of an appropriation at this time for such purpose; now therefore;

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG:

Section 1. That the sum of Twenty Thousand Dollars (\$20,000) be and the same is hereby appropriated out of the proceeds of the bonds designated

AN ORDINANCE DECLARING AN EMERGENCY, APPROPRIATING \$25.00 TO PRINTING AND ADVERTISING, \$7,000.00 FOR ASPHALT TAR AND ROAD OIL, FOR THE REMAINDER OF THE YEAR 1958 TO MEET SAID EMERGENCY, AND ORDERING THAT AMOUNT TRANSFERRED FROM THE PRINTING OTHER THAN SUPPLIES, AND STREET FUND.

BE it ordained by the Board of Trustees of the Town of Sellersburg, Clark County, State of Indiana, in regular session assembled.

SECTION 1. That said Board of Trustees finds that an extraordinary emergency exists for the printing and advertising and for asphalt tar and road oil.

SECTION 2. That said Board further finds that a ten day notice by publication of said contemplated additional appropriation has been given to the taxpayers and other interested parties, stating that a hearing would be held on said contemplated additional appropriation on the 17 day of November, 1958, at 7:30 P.M. at the regular meeting place of said Board, and that taxpayers should have a right to be heard.

SECTION 3. Upon the conclusion of said hearing referred to in Section 2 of this ordinance, the said Board now confirms its determination to appropriate and expend such an additional amount.

SECTION 4. That said Board does hereby appropriate and add an additional sum of ~~\$25.~~ to printing and advertising and \$7,000.00 to asphalt tar and road oil.

SECTION 5. The Board of Trustees does hereby find that there is sufficient money in the printing other than office supplies and the street fund for said appropriation and the Clerk-Treasurer of said Town is authorized to transfer said amount from said fund in accordance herewith stated.

SECTION 7. All ordinance of or parts of ordinance in conflict
herewith are hereby repealed.

PASSED by the Board of Trustees of the Town of Sellersburg,
Indiana in regular session this 17th day of December, 1958.

Attest:

John H. Kahl
Clerk-Treasurer

John H. Merle
President

AN ORDINANCE REGULATING THE BURNING OF TRASH
LEAVES, AND OTHER MATTER AND PROVIDING PENALTIES
FOR THE VIOLATION THEREOF.

Ordinance
#207

SECTION I.

It shall be unlawful for any person to burn any trash, leaves,
or other matter, upon any street or alley in the Town of Sellersburg,
Indiana.

SECTION II.

It shall be unlawful for any person to burn any trash, leaves,
or other matter on the outside between the hour of 5 o'clock in the
afternoon and 8 o'clock the next morning.

Penalty: Any person violating any of the provisions of this
ordinance, shall upon conviction be fined in any sum not to exceed
Five Dollars (\$5.00) for each offense.

SECTION III.

This ordinance shall be in full force and effect from and after
its passage, approval and legal publication.

Passed by the Board of Trustees of the Town of Sellersburg,
Clark County, Indiana, this 11 day of Dec, 1958.

John H. Wertz
President of the Town Board

Attest:

John W. Kahl
Clerk - Treasurer

Charles H. Hester
Jesse M. Boyd

Approved and signed by me this 11 day of Dec, 1958.

AN ORDINANCE REGULATING PARKING ON CERTAIN STREETS AND
ALLEYS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

BE IT ORDAINED: by the Board of Trustees of the Town of Sellersburg,
of the State of Indiana.

SECTION ONE.

PARKING-TIME LIMIT: - It shall be unlawful for any person to park a motor
vehicle or other conveyance, for a continuous period of time, longer than
two hours between six o'clock in the morning and six o'clock at night on
the following streets, to-wit:

On Maple Street between East Utica and South New Albany
Street. AND on West Utica Street, between Indiana and
Scheller Avenue.

SECTION TWO.

It shall be unlawful for any person to park a motor vehicle or
other conveyance in any public alley in the Town of Sellersburg, Indiana,
other than for the purpose of loading or unloading, in such manner as to
obstruct traffic upon or over said alley.

PENALTY: Any person violating any of the provisions of this ordinance, shall
upon conviction be fined in any sum not to exceed ten dollars (\$10.00) for
each offense.

SECTION THREE.

This ordinance shall be in full force and effect from and after its
passage, approval and legal publication.

Passed by the Board of Trustees of the Town of Sellersburg, Clark County,
Indiana, this 11 day of December, 1958.

John H. Weste
President of the Town Board

Elmer W. Hestela

Jesse M. Bergf

TRUSTEES

ATTEST: John M. Kahl
Clerk - Treasurer.

Approved and signed by me this 11 day of December, 1958.

President of Town Board.

AN ORDINANCE DECLARING AN EMERGENCY, APPROPRIATING \$300 for Streets, Alleys, and Sewers; \$250 for Printing and Advertisement; \$200 for Election Expense; \$100 for Police Car Maintenance; \$50 for Communication and Transportation; \$15 for Social Security; \$150 for Gas, Oil, and Operating Expense, FOR THE REMAINDER OF THE YEAR 1959 TO MEET SAID EMERGENCY, AND ORDERING THAT AMOUNT TRANSFERRED FROM THE BUILDING AND CONSTRUCTION, AND EQUIPMENT FUNDS.

BE IT ORDAINED by the Board of Trustees of the Town of Sellersburg, Clark County, State of Indiana, in Special session assembled.

SECTION 1. That said Board of Trustees finds that an extraordinary emergency exists for the streets, alleys, sewers; printing, advertisement; election expense; police car maintenance; communication and transportation; Social Security; gas, oil, and operating expense for streets.

SECTION 2. That said Board further finds that a ten day notice by publication of said contemplated additional appropriation has been given to the taxpayers and other interested parties, stating that a hearing would be held on said contemplated additional appropriation on the 30 day of November, 1959, at 7:30 P.M. at the Special meeting of said board, and that taxpayers should have a right to be heard.

SECTION 3. Upon the conclusion of said hearing referred to in Section 2 of this ordinance, the board now confirms its determination to appropriate and expend such an additional amount.

SECTION 4. That the said board does hereby appropriate and add an additional sum of \$300 to Streets, Alleys, and Sewers; \$250 to Printing and Advertisement; \$200 for Election Expenses; \$100 to Police Car Maintenance; \$50 to Communication and Transportation;

SECTION 5. The Board of Trustees does hereby find that there is sufficient money in the Building and Construction, and the Equipment Funds for said appropriation and the Clerk-Treasurer of said Town is authorized to transfer said amount from said fund in accordance herewith stated.

SECTION 6. The action taken herein shall be subject to the approval of the Indiana Tax Board, as provided by law.

SECTION 7. All ordinance of or parts of ordinance in conflict herewith are hereby repealed.

Passed by the Board of Trustees of the Town of Sellersburg,
Indiana, in Special session this 10 day of Nov, 1959.

John H. Werle
President

Attest:

John A. Kahl
Clerk-Treasurer

WHEREAS: The Town of Sellersburg, Indiana is desirous of obtaining a Federal Grant for the purpose of partially defraying the cost of a Sewage Disposal Plant Improvement and other necessary sewer extensions:

NOW, THEREFORE, be it ordained by the Town Board of Trustees of the Town of Sellersburg, Indiana, that:

The President of the Town Board of Trustees of the Town of Sellersburg, John H. Werle, is hereby authorized to make application for said Federal Grant by preparing the necessary papers and specifications; the signing and filing of the same with the proper authorities; and all documents necessary to secure Federal Grant; said authority to be effective from the date of the passage of this Ordinance and to continue during its term of office.

John H. Werle
President

Chas. W. Nestor
Member

Jesse M. Beyl
Member

Town Board of Trustees

Attest:

Clerk-Treasurer

Presented by me to the President of the Town Board of Trustees of Sellersburg, Indiana on the 5th day of January 1960, at the hour of 8: PM.

Clerk-Treasurer

This Ordinance was passed by the Town Board of Trustees on the 5th day of January, 1960, at the hour of 8: PM

John H. Werle
President of Town Board of Trustees

I, _____, the duly elected Clerk-Treasurer of the Town of Sellersburg, Indiana, hereby certify that the above Ordinance was duly adopted by the Board of Trustees of the Town of Sellersburg, at its regular meeting on the 5th day of January, 1960.

CLERK-Treasurer

Town Of Sellersburg

Sellersburg, Indiana

ORDINANCE FIXING SALARY OF THE CLERK-TREASURER

Be it ordained by the Board of Trustees of the Town of Sellersburg, of the State of Indiana, that the annual salary of the Clerk-Treasurer of said town shall be the sum of \$2000. beginning January 1, 1959. The additional increase shall be payable \$125.00 from the Municipal Sewer Fund and the sum of \$125.00 from the Municipal Water Fund.

John H. Weiler

Town Trustee

Chas. M. Westerman

Town Trustee

Jesse M. Beyl

Town Trustee

ORDINANCE NO. 218

TOWN OF SELLERSBURG , INDIANA

ORDINANCE APPROVING AN AGREEMENT FOR A SUPPLY OF ELECTRIC ENERGY FOR TRAFFIC AND/OR FLASHER SIGNALS AND A TRAFFIC AND/OR FLASHER SIGNAL FACILITY LICENSE AGREEMENT WITH PUBLIC SERVICE COMPANY OF INDIANA, INC.

WHEREAS the TOWN OF SELLERSBURG in Clark County, Indiana, acting by and through the BOARD OF TRUSTEES of said Town, desires to enter into two respective agreements with PUBLIC SERVICE COMPANY OF INDIANA, INC., one being an agreement for a supply of electric energy for traffic and/or flasher signals (hereinafter called the "Electric Energy Supply Agreement") and the other being a traffic and/or flasher signal facility license agreement, (hereinafter called the "Signal Facility License"), which said agreements are respectively in words and figures as follows, to-wit:

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

THIS AGREEMENT entered into this 28 day of July, 19 60,
by and between TOWN of SELLERSBURG Lark
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 28 day of July 28, 19 60, 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 signals 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 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.

_____ TOWN of SELLSBURG, Indiana

By _____ BOARD OF TRUSTEES

Jesse M. Beyl

ATTEST:

Clerk-Treasurer

SIGNATURES UNNECESSARY ON THIS PAGE

PUBLIC SERVICE COMPANY OF INDIANA, INC.,

By _____ VICE-PRESIDENT

ATTEST:

John R. Kahl
SECRETARY

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 115 volts or 115/230 volts.

Rate

For signals using lamps of not exceeding 60 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.

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, within 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.

EXHIBIT "A"

Date of re-issue, January 2, 1957

Date Effective, September 1, 1954

Re-issued by

D. P. PARDEE, Executive Vice President

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, or by any person or corporation authorized or permitted by the United States or the 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 115 volts or 115/230 volts.

Rate

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

\$.70 per month for each 60 watt lamp used in such signal.

\$.85 per month for each 75 watt lamp used in such signal.

\$1.10 per month for each 100 watt lamp used in such signal.

\$1.60 per month for each 150 watt lamp used in such signal.

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.

EXHIBIT "A"

Date of re-issue, January 2, 1957

Date Effective March 1, 1952

Re-issued by

D. P. PARDEE, Executive Vice President

TRAFFIC AND FLASHER SIGNALS

SELLERSBURG, INDIANA

TRAFFIC SIGNALS ON RATE TS

<u>Location</u>	<u>Signal Face Units</u>		<u>Monthly Billing</u>
	<u>Type "A"</u>	<u>Type "B"</u>	
East Utica St. at intersection of North and South New Albany Streets	4		\$5.00

FLASHER SIGNALS ON RATE FS

<u>Location</u>	<u>No. of Lamps</u>	<u>Lamp Size</u>	<u>Monthly Billing</u>
None			

Exhibit "B"

TRAFFIC AND/OR FLASHER SIGNAL FACILITY LICENSE

THIS AGREEMENT entered into this _____ day of _____, 1960,
by and between TOWN of SELLERSBURG, Clark 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"), party 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
SELLERSBURG, 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 _____.

SECTION II. The Licensee agrees to submit a written request to the
proper district office of Licensor, specifying the location and type of con-
tacts, 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 Li-
censor'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.

TOWN of BELLESEBURG, Indiana

By BOARD OF TRUSTEES

John H. Kahl
Jesse M. Bayl (LICENSEE)

ATTEST:

John H. Kahl
Clerk-Treasurer

PUBLIC SERVICE COMPANY OF INDIANA, INC.,

By VICE-PRESIDENT (LICENSOR)

ATTEST

SECRETARY

SIGNATURES UNNECESSARY ON THIS PAGE

; and

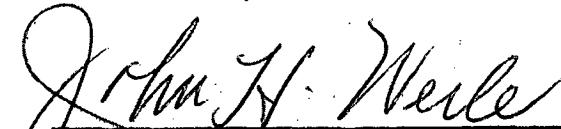
WHEREAS all acts, conditions and things precedent to the execution by the TOWN OF SELLERSBURG , INDIANA, of the Electric Energy Supply Agreement and the Signal Facility License, and each of them, have happened and been properly done in regular and due form as required by law.

NOW, THEREFORE, Be it Ordained by the BOARD OF TRUSTEES of the TOWN OF SELLERSBURG , INDIANA, as follows, to-wit:

1. That the TOWN OF SELLERSBURG , 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.

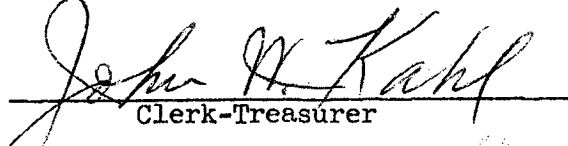
2. This ordinance shall be in full force and effect from and after its passage.

Passed, approved and signed this 28 day of July 1960,
19 60 .



President of BOARD OF TRUSTEES
Town of Sellersburg, Indiana

ATTEST:



Clerk-Treasurer

ORDINANCE NO. 214
TOWN OF SELLERSBURG, INDIANA

ORDINANCE APPROVING A STREET LIGHTING CONTRACT WITH
PUBLIC SERVICE COMPANY OF INDIANA, INC.

WHEREAS, the TOWN OF SELLERSBURG, CLARK
County, Indiana, acting by and through the BOARD OF TRUSTEES of said
Town, desires to enter into a contract with PUBLIC SERVICE COMPANY
OF INDIANA, INC., for overhead street lighting service, which said
contract is in words and figures as follows, to-wit:

Sept 8 - 1960

AGREEMENT AND CONTRACT

FOR

OVERHEAD STREET LIGHTING SERVICE

between

PUBLIC SERVICE COMPANY OF INDIANA, INC.

and

TOWN OF SELLERSBURG

_____, INDIANA

Date entered into _____

Date approved by PUBLIC SERVICE
COMMISSION OF INDIANA _____

Date service commenced _____

Date of expiration of fixed term _____

(After last date, agreement continues and is binding until 60 days' notice
by either party.)

AGREEMENT FOR OVERHEAD STREET LIGHTING SERVICE

THIS AGREEMENT made and entered into this.....day of....., 19⁶⁰, by and between the **TOWN** of **SELLERSBURG**, a municipal corporation in **Clark** County and organized under the laws of the State of Indiana, acting by and through its **Board of Trustees** (hereinafter called "Municipality"), party of the first part, and **PUBLIC SERVICE COMPANY OF INDIANA, INC.**, a corporation organized under the laws of the State of Indiana (hereinafter called "Company"), party of the second part,

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

SECTION I. Company will furnish, in accordance with conditions hereinafter set out, all necessary equipment to provide, operate and maintain an overhead street lighting system in conjunction with and as a part of its general overhead electric distribution system, and Company will furnish electric energy, all for the purpose of furnishing overhead street lighting service to Municipality.

SECTION II. A detail of the locations of the lamps to be supplied for said overhead street lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. **F-5661**, marked Exhibit "A" and made a part hereof the same as if incorporated herein.

The original installation as shown on said Exhibit "A" provides for the minimum number of lamps of the respective sizes that shall be operated hereunder during the term of this agreement, said number and sizes being as follows:

SCHEDULE OF LAMPS

0 —1000 lumen 22 —2500 lumen 0 —4000 lumen 39 —6000 lumen 2 —10000 lumen

SECTION III. Except as otherwise provided in this agreement, Municipality shall pay Company for the operation of said overhead street lighting system, and for the electric energy supplied therefor, an amount determined on the basis of the following rates per lamp per annum:

SCHEDULE OF RATES

	<i>1000 lumen</i>	<i>2500 lumen</i>	<i>4000 lumen</i>	<i>6000 lumen</i>	<i>10000 lumen</i>
Each lamp at.....	\$14.52	\$20.52	\$27.48	\$34.56	\$46.56

Payments for said service and energy supplied shall be made by Municipality monthly in accordance with the provisions of SECTION V, paragraph (8), as hereinafter set out.

SECTION IV. Outage credits hereinafter provided for in SECTION V, paragraph (10), shall be in the following amounts:

SCHEDULE OF OUTAGE CREDITS

<i>Size of Lamp</i>	<i>Outage Credit</i>
1000 lumen.....	4c per night
2500 lumen.....	6c per night
4000 lumen.....	8c per night
6000 lumen.....	9c per night
10000 lumen.....	13c per night

SECTION V. The operation of the said overhead street lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

(1) **Ownership of System—Service Lines.** Company will, in accordance with the terms of this agreement, furnish, provide, install, own, operate and maintain the necessary transmission and distribution lines, wires, conduits, conductors, cables, masts, towers, poles, posts, transformers, lamps, fixtures and other appliances and structures for furnishing overhead street lighting service to Municipality. The ownership of the property comprising said overhead street lighting system is and shall remain in Company, and the termination of this agreement for any reason whatsoever shall not in any way affect such ownership by Company, nor deprive Company

of the right either to remove any or all property comprising such system or any part thereof or to use the same in, or in connection with, the rendering of other public utility service by Company.

Company shall erect the service lines necessary to supply electric energy to the said overhead street lighting system within the limits of the public streets and highways of Municipality or on private property as mutually agreed upon by the parties. Municipality shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the overhead street lighting system. Municipality shall assist Company, if necessary, in obtaining permission to trim trees when Company is unable to obtain such permission through its own best efforts.

(2) *Lighting Hours.* The lighting hours for the said overhead street lighting system shall be on an "all-night" schedule which provides that lamps are to be lighted from approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunrise each day in the year.

(3) *Maintenance of Lighting System.* Company will repair and/or replace and maintain all equipment owned by Company, including lamps and glassware, which may be necessary to provide continuous operation of the overhead street lighting system.

(4) *Continuity of Service.* Company does not guarantee uninterrupted service from the overhead street lighting system to be operated in accordance with this agreement, and shall not be liable for any interruption of service when such interruption is without wilful default or neglect on the part of Company, or is due to any cause beyond the control of Company including, but not limited to, strikes, lockouts, riots, insurrections, war, acts of the public enemy, fire from any cause, explosions, accidents, restraint of government, state or municipal interference, breakdowns, injuries to machinery, transmission or distribution systems, necessary repairs and renewals, or acts of God; but Company shall make all reasonable efforts to renew promptly the operation of the overhead street lighting system in the event of any interruption to the service.

(5) *Liability.* Company shall protect and save Municipality harmless from any and all loss, damage or liability proximately caused by the negligence of Company in the installation and/or maintenance of the overhead street lighting system, but this shall not be construed as any assumption of any liability for injury to or death of any person or for damage to any property caused by the failure of any lamp or lamps to operate.

(6) *Changes in Lamp Location.* Company will change the location of any lamp or lamps constituting a part of the overhead street lighting system, which are, or may be, installed and/or operated under the terms of this agreement. Any such change in lamp location will be made only upon written order from Municipality. The actual cost and expense of making each such change in lamp location shall be borne by Municipality.

(7) *Additional Lamps.* Company shall, subject to the conditions stated hereinbelow, install additional overhead lamps of any of the standard sizes included in this agreement at such locations as may be legally ordered in writing by Municipality. Municipality agrees that the size of lamp as specified in its order shall not be reduced during the term of this agreement, and also agrees that each additional lamp ordered by Municipality shall, for the purpose of arriving at the minimum number of lamps to be operated by Company and paid for by Municipality under the terms of this agreement, be added to the minimum number set out in "SCHEDULE OF LAMPS."

Any additional lamp or lamps so ordered shall be operated and maintained subject to the same terms and conditions which apply to the original installation. Municipality shall accept service from and pay for any such additional lamp or lamps so long as this agreement remains effective.

The ownership of all additional lamps, equipment and system installed in accordance with the terms hereof shall be and remain in Company and shall be subject to removal and/or other use by Company in the same manner as property originally installed or furnished hereunder.

Company shall install, at its own expense, any additional lamp or lamps ordered by Municipality, provided, however, that the cost of installing any such additional lamp or lamps does not exceed five times the annual amount to be paid by Municipality (at the rates set out herein under "SCHEDULE OF RATES") for street lighting service from the additional lamp or lamps ordered. If the cost of installing any such additional lamp or lamps shall exceed five times the annual amount to be paid by Municipality for said street lighting service from such additional lamp or lamps ordered, then such excess cost of installing such lamp or lamps shall be paid for by Municipality.

Company shall install any additional lamp or lamps as soon as practicable after the receipt by Company of the written order from Municipality. Such order shall not require Company to install additional lamps at any time prior to thirty (30) days nor later than ninety (90) days after receipt by Company of such order.

(8) *Payments for Service.* Municipality shall accept service hereunder and pay for the same on the basis of each and every lamp installed and operated in accordance with the original number of lamps as set out in the "SCHEDULE OF LAMPS" of this agreement, and such additional lamps as may be installed in accordance with paragraph (7) above; provided, however, that, whenever Municipality shall order Company to increase the size of any lamp supplied hereunder, payments thereafter shall, because of such change, be increased in accordance with the schedule of charges herein set out in "SCHEDULE OF RATES" for the size lamp ordered. Bills for overhead street lighting service hereunder shall be presented monthly by Company.

Subject to deductions for outage credits as herein provided and to increases as hereinabove in this section provided in case lamps of greater size are ordered installed by Municipality, the bills for overhead street lighting service to be submitted by Company to Municipality for any month shall be in an amount equal to one-twelfth (1/12) of the annual charges herein provided for the original number of lamps to be supplied as set forth in "SCHEDULE OF LAMPS" hereof and for any additional lamps supplied under the provisions of paragraph (7) above. After such bills have been presented for overhead street lighting service rendered during the preceding month, Municipality shall make full payment within the ten (10) days immediately following the date for the next regular meeting of the proper municipal authorities having authority to approve such bills.

(9) *Delinquency.* If Municipality shall fail to pay any sum or sums of money as the same become due and payable for overhead street lighting service rendered under the terms of this agreement and such delinquency continues for a period of thirty (30) days or longer, Company shall have the right to discontinue service to the overhead street lighting system until such sum or sums of money shall have been fully paid, or Company shall have the right to cancel this agreement in its entirety and may, at its option, remove any parts or all of the overhead street lighting equipment and system. Such discontinuance, cancellation or removal shall not release Municipality from liability for the payment of any sum or sums of money owing to Company for overhead street lighting service theretofore furnished to Municipality nor relieve Municipality of liability to respond in damages for such violation of the terms of this agreement.

(10) *Deduction for Outage Credit.* Municipality, through its Police Department or other authorized agent, shall make a report of any lamp or lamps which are out of service during proper lighting hours. A copy of such report shall be delivered to Company's local or district office, or to such representative as Company may designate to receive such reports.

Company shall restore any lamp or lamps to service before the proper hour for lighting on the same day as reported if the report of lamp outage is received before the hour of 12 o'clock noon, or Company shall restore any lamp or lamps to service before the proper hour for lighting on the next succeeding day if the report of lamp outage is received after the hour of 12 o'clock noon. In the event of the failure to restore any lamp or lamps to service as hereinbefore provided, after receipt of the report hereinbefore provided for, Municipality shall, for each such lamp outage, receive a deduction for outage credit from the payment for overhead street lighting service for the current month in accordance with the provisions of the "SCHEDULE OF OUTAGE CREDITS."

Such deductions for outage credit shall constitute the only liability that Company assumes or shall have because of the failure of any lamp or lamps to operate during lighting hours, and Company shall not be liable either to Municipality or to any third party or parties for any claims for damages directly or indirectly attributable to such lamp outage.

(11) *Rate Changes.* Should there be any change in the rates charged by Company for similar street lighting service to municipalities of the same class as the municipality which is a party to this agreement, the latter shall have the right to receive the same rates by entering into a new agreement therefor.

SECTION VI. This agreement shall become effective and binding upon the parties hereto when and as soon as it is approved by PUBLIC SERVICE COMMISSION OF INDIANA. Service under this agreement shall commence as soon as practicable, but in no event later than thirty (30) days after the date this agreement is approved by said COMMISSION, and Company shall notify Municipality in writing as to the date on which service hereunder will be commenced. Unless and until otherwise ordered by said COMMISSION, the fixed term of this agreement during which Municipality shall take and Company shall render service hereunder shall be five (5) years from the said date when service commences hereunder, and after the said original fixed term of five (5) years this agreement shall continue in force and effect until one of the parties hereto gives the other party hereto sixty (60) days' written notice of its intention to discontinue the furnishing or receiving of service hereunder.

SECTION VII. From and after the date when service is commenced under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto under the terms of which overhead street lighting service is supplied by Company to Municipality, and all such other agreements as to overhead street lighting service, or insofar as they cover overhead street lighting service, shall be deemed terminated and cancelled as of such date: provided, however, that such termination or cancellation shall not preclude or destroy the right of either party hereto thereafter to commence an action, and recover, for any unpaid bills or other damages resulting from any breach of such other agreement during the time the same was in force and effect.

SECTION VIII. All terms and stipulations heretofore made or agreed to in respect to overhead street lighting service by Company to Municipality subsequent to the commencement of service hereunder are merged into this written agreement, and no previous or contemporaneous representations or agreements made by any officer, agent or employee of Company or Municipality shall be binding upon either party in connection with the rendering or receiving of overhead street lighting service hereunder unless contained herein.

SECTION IX. 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 X. 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 duly affixed to such quadruplicate copies, and properly attested, all as of the day, month and year first above written.

TOWN of SELLERSBURG, Indiana,

By BOARD OF TRUSTEES

Jesse M. Beyl

ATTEST:

Clerk-treasurer

SIGNATURES UNNECESSARY ON THIS PAGE

PUBLIC SERVICE COMPANY OF INDIANA, INC.,
(an Indiana corporation)

By Vice President

ATTEST:

Secretary

; and

Ordinance

WHEREAS, all acts, conditions and things precedent to the execution by the TOWN OF **SELLERSBURG** of the said contract have happened and been properly done in regular and due form as required by law.

NOW, THEREFORE, Be it Ordained by the BOARD OF TRUSTEES of the TOWN OF **SELLERSBURG**, CLARK COUNTY, INDIANA as follows, to-wit:

1. That the TOWN OF **SELLERSBURG** do make and enter in- to the aforesaid contract with PUBLIC SERVICE COMPANY OF INDIANA, INC., for the installation, operation and maintenance of the overhead street lighting system more particularly described in said contract, and for the street lighting service to be rendered in accordance with the terms and conditions of the said contract; and that said contract, in the form set forth, be, and the same is hereby, approved; that the President and BOARD OF TRUSTEES of said Town are authorized to execute the same in the name of, and for, and in behalf of said Town, and the Clerk-Treasurer is authorized to attest the same with his signature and affix thereto the corporate seal of said Town; and that when said contract is executed either by the President or a majority of the BOARD OF TRUSTEES and attested by the Clerk-Treasurer, is duly executed by PUBLIC SERVICE COMPANY OF INDIANA, INC., and has been approved by PUBLIC SERVICE COMMISSION OF INDIANA as provided therein, it shall be in full force and effect.

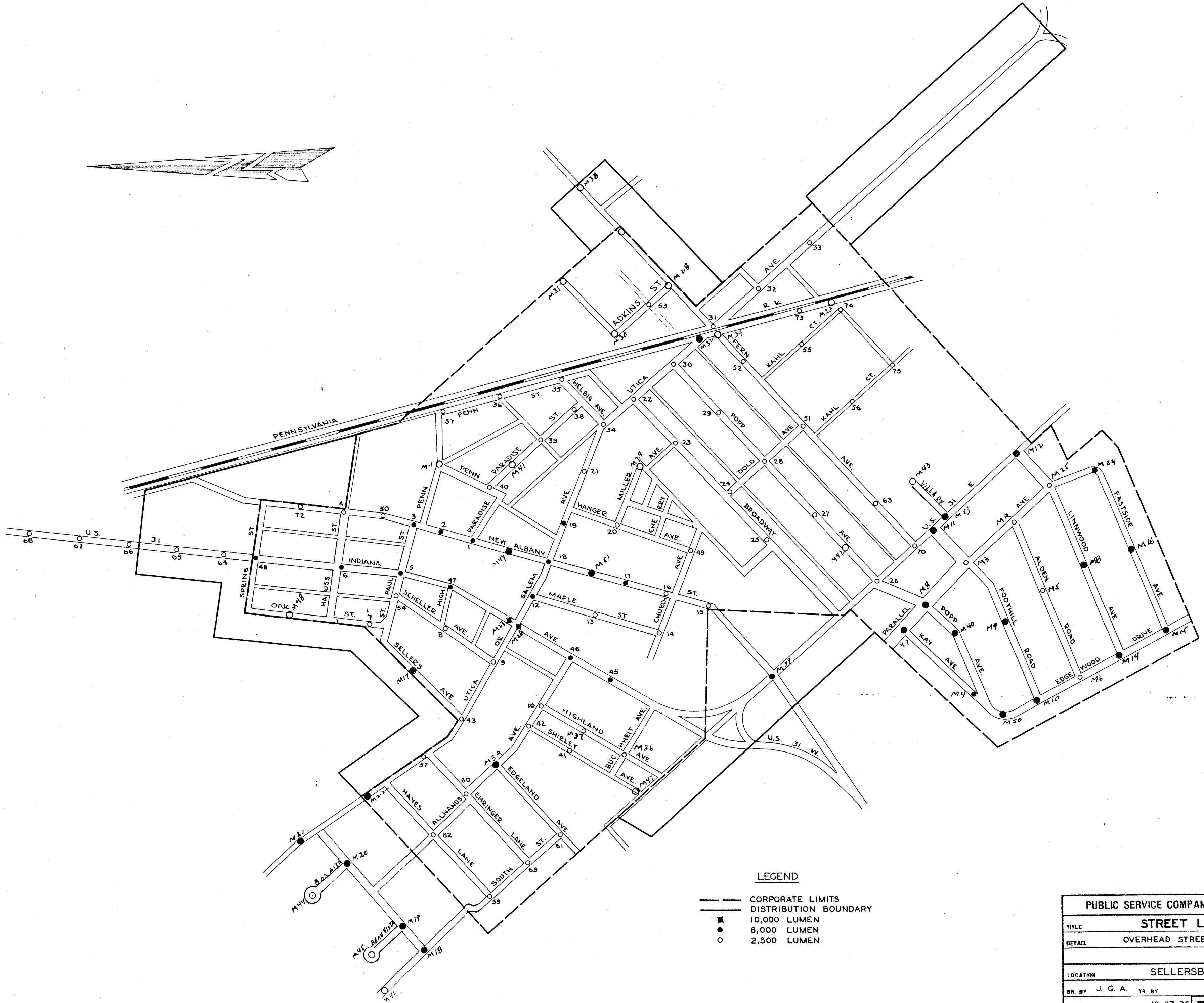
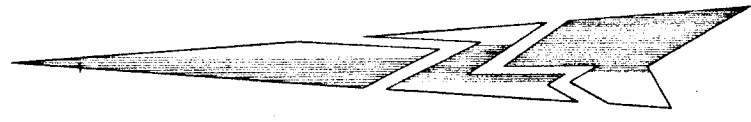
2. This ordinance shall be in full force and effect from and after its passage.

1960.

Passed, approved and signed this 8 day of Sept

John H. Weiler
President of BOARD OF TRUSTEES
Town of Sellersburg, Indiana.

ATTEST:
John A. Kahl
Clerk-Treasurer



LEGEND

- CORPORATE LIMITS
- - - DISTRIBUTION BOUNDARY
- * 10,000 LUMEN
- 6,000 LUMEN
- 2,500 LUMEN

PUBLIC SERVICE COMPANY OF INDIANA, INC.			
TITLE STREET LIGHTS			
DETAIL OVERHEAD STREET LIGHTS			
LOCATION SELLERSBURG			
BR. BY	J. G. A.	TR. BY	CK. BY
DATE	10-27-36	REV.	7-11-55
APP.	DATE 10-27-36		
SCALE	1" = 400'		
F-5661			

ORDINANCE NO. 215.

ORDINANCE FIXING SALARIES OF THE
BOARD OF TRUSTEES AND TOWN ATTORNEY

BE IT ORDAINED by the Board of Trustees of the Town of Sellersburg, Clark County, in the State of Indiana, that the annual salary of the following officers of said Town and the Town Attorney shall be as follows:

Each Trustee..... \$ 500.00 .
Town Attorney..... \$ 950.00 .

The additional increase shall be payable \$125.00 each trustee and \$ 250.00 Town Attorney from the Municipal Sewer Fund, and the sum of \$125.00 each Trustee and \$ 250.00 Town Attorney from the Municipal Water Fund.

ORDINANCE NUMBER 216.

AN ORDINANCE DECLARING AN EMERGENCY, APPROPRIATING \$75.00 TO OTHER COMPENSATION AND SOCIAL SECURITY, \$225.00 TO GARBAGE REMOVAL, \$100 TO LIGHT & POWER ELECTRIC CURRENT, \$100 TO GAS, OIL, MAINTENANCE, & EQUIPMENT POLICE CAR, FROM APPROPRIATION #223 HEAT; and, \$50.00 TO GAS, OIL, & OPERATING EXPENSE FROM APPROPRIATION #41 STONE AND GRAVEL, FOR THE REMAINDER OF THE YEAR 1960 TO MEET SAID EMERGENCY, AND ORDERING THAT AMOUNT TRANSFERRED FROM THE APPROPRIATION #223 HEAT AND APPROPRIATION #41 STONE AND GRAVEL.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG, Clark County, in the State of Indiana, in regular session assembled.

SECTION 1. That said Board of Trustees finds that an extraordinary emergency exists for Other Compensation and Social Security; Garbage Removal; Light & Power Electric Current; Gas, Oil, Maintenance, & Equipment Police Car; and, Gas, Oil, and Operating Expense.

SECTION 2. That said Board further finds that a ten day notice by publication of said contemplated additional appropriation has been given to the taxpayers and other interested parties, stating that a hearing would be held on said contemplated additional appropriation on the 22nd day of November, 1960, at 7:00 P.M., at the regular meeting place of said Board, and that taxpayers should have a right to be heard.

SECTION 3. Upon the conclusion of said hearing referred to in Section 2 of this ordinance, the said Board now confirms its determination to appropriate and expend such an additional amount.

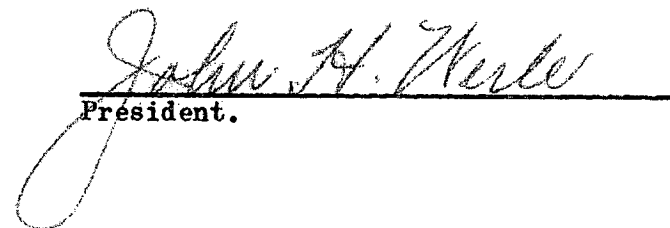
SECTION 4. That said Board does hereby appropriate and add an additional sum of \$75.00 to appropriation #181 Other Compensation and Social Security; \$225.00 to appropriation #17 Garbage Removal; \$100 appropriation #221 Light & Power Electric Current; \$100 to appropriation #14 Gas, Oil, Maintenance & Equipment Police Car, \$50.00 to appropriation #23 Gas, Oil & Operating Expenses.

SECTION 5. The Board of Trustees does hereby find that there is sufficient money in the appropriation #223 Heat and appropriation #41 Stone & Gravel, for said appropriation and the Clerk-Treasurer of said Town is authorized to transfer said amount from said funds in accordance herewith stated.

SECTION 6. The action taken herein shall be subject to the approval of the Indiana Tax Board, as provided by law.

SECTION 7. All ordinances of or parts of ordinances in conflict herewith are hereby repealed.

PASSED BY THE BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG, INDIANA, in regular session this 22nd day of November, 1960.



President.

Attest:



Clerk-Treasurer

An Ordinance of the Town of Sellersburg authorizing the issuance of additional waterworks revenue bonds for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipal waterworks of said Town, and other matters connected therewith

WHEREAS, the Town of Sellersburg has heretofore acquired and now owns and operates a municipal waterworks in said Town in accordance with the provisions of Chapter 76 of the Acts of the Indiana General Assembly for the year 1913, and the acts amendatory thereof and supplemental thereto, particularly Chapter 190 of the Acts of 1933; and

WHEREAS, to procure funds to pay the cost of acquisition and improvement of said waterworks the Town issued certain Waterworks Revenue Bonds, which bonds were subsequently refunded by the issuance of certain Water Works Revenue Refunding and Improvement Bonds under date of December 1, 1947, and are now outstanding in the principal amount of One Hundred Eight Thousand Dollars (\$108,000), maturing annually on December 1 of each year over a period ending on December 1, 1986, the bonds maturing in the years 1961 through 1968 and in the years 1975 through 1986 bearing interest at the rate of four per cent (4%) per annum, and the bonds maturing in the years 1969 through 1974 and one bond maturing in 1975 bearing interest at the rate of three and three-fourths per cent (3-3/4%) per annum; and which bonds constitute a first charge against the net revenues of the waterworks; and

works of the Town of Sellersburg is in need of certain additions, extensions and improvements, the estimated cost of which, including incidental expenses necessary to be incurred in connection therewith and the financing thereof, is in the amount of Four Hundred Eighty Thousand Dollars (\$480,000); and

WHEREAS, the Board finds that the Town does not have sufficient funds available to pay the cost of said additions, extensions and improvements but has the right to obtain said necessary funds by the issuance of additional waterworks revenue bonds payable out of the revenues of said waterworks, provided such bonds are made junior and subordinate in all respects to the Water Works Revenue Refunding and Improvement Bonds heretofore issued under date of December 1, 1947; now therefore,

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG, INDIANA:

Section 1. That the Town of Sellersburg, being the owner of and engaged in operating a municipal waterworks furnishing the public water supply to said Town and its inhabitants, now provide for certain needed additions, extensions and improvements to such waterworks and the financing thereof by the issuance of revenue bonds pursuant to and in the manner prescribed by Chapter 76 of the Acts of 1913, and the acts amendatory thereof and supplemental thereto, particularly Chapter 190 of the Acts of 1933 (sometimes hereinafter referred to as the "Act"), which additional revenue bonds shall be payable solely out of the net revenues (herein defined as gross revenues after deduction

only for the reasonable expense of operation and maintenance) of said waterworks, including all extensions thereof and additions and improvements thereto subsequently constructed or acquired, subject to the prior payment from said net revenues of the principal of and interest on the now outstanding Water Works Revenue Refunding and Improvement Bonds hereinbefore referred to, in accordance with the terms and provisions thereof.

Sec. 2. That said additions, extensions and improvements consist of the construction of a new water supply system including two (2) new wells, well control and chlorination building, booster pumping facilities, 500,000 gallon storage reservoir, 12-inch cast iron transmission main, and other appurtenances, which additions, extensions and improvements shall be constructed and installed in accordance with the plans and specifications heretofore prepared by Clyde E. Williams & Associates, Inc., consulting engineers of South Bend, Indiana, employed by said Town, which plans and specifications are hereby approved.

Sec. 3. For the purpose of providing funds with which to pay the cost of such additions, extensions and improvements, including incidental expenses, the Town of Sellersburg shall issue and sell its additional revenue bonds; provided, however, that said additional revenue bonds shall be junior and subordinate in all respects to the bonds designated as "Water Works Revenue Refunding and Improvement Bonds" issued under date of December 1, 1947, of which bonds in the amount of One Hundred Eight Thousand Dollars (\$108,000) are now outstanding, and none of the provisions of this ordinance shall be

outstanding revenue bonds.

Sec. 4. Said additional revenue bonds shall be designated "Waterworks Revenue Bonds of 1961," shall be in the principal amount of Four Hundred Eighty Thousand Dollars (\$480,000), in the denomination of One Thousand Dollars (\$1,000) each, numbered consecutively from 1 to 480 inclusive, dated as of the first day of the month in which said bonds are sold, and shall bear interest at a rate not exceeding five and one-half per cent (5-1/2%) per annum (the exact rate to be determined by bidding), which interest shall be payable on the first day of June, 1961, and semi-annually thereafter, and shall be evidenced by coupons attached to said bonds. Both principal and interest of said bonds shall be payable in lawful money of the United States of America at the Sellersburg State Bank, in the Town of Sellersburg, Indiana, and such bonds shall mature serially in the amounts and on the dates as follows:

\$ 5,000 on December 1 in the years 1962 to 1976 inclusive;
\$10,000 on December 1 in the years 1977 to 1983 inclusive;
\$15,000 on December 1 in the years 1984 to 1986 inclusive;
\$25,000 on December 1 in the years 1987 to 1990 inclusive;
\$30,000 on December 1 in the years 1991 to 1994 inclusive;
\$35,000 on December 1 in the years 1995 and 1996.

The bonds of this issue maturing on December 1, 1974, and thereafter, shall be redeemable at the option of the Town on June 1, 1974, or any interest payment date thereafter, in whole or in part, in their inverse numerical order, at face value, together with the following premiums:

5% if redeemed on June 1, 1974, or thereafter on or before December 1, 1979;
4% if redeemed on June 1, 1980, or thereafter on or before December 1, 1985;

3% if redeemed on June 1, 1986, or thereafter on or before December 1, 1991;

2% if redeemed on June 1, 1992, or thereafter prior to maturity;

plus in each case accrued interest to the date fixed for redemption.

Notice of such redemption shall be given at least thirty (30) days prior to the date fixed for such redemption by one publication in a newspaper published in Clark County and of general circulation in the Town of Sellersburg, Indiana, and a newspaper or financial journal published in the City of Indianapolis, Indiana. If any of the bonds so to be redeemed are registered, then such notice shall also be mailed to the address of the registered holders as shown on the registration records of the Town. The notice shall specify the date and place of redemption and the numbers of the bonds called for redemption. The place of redemption may be the place of payment named in the bonds, or otherwise as determined by the Town. Interest on the bonds so called for redemption shall cease on the redemption date fixed in said notice, if funds are available at the place of redemption to pay the principal of and premium and interest on the bonds so called for redemption on the date fixed in said notice, and thereafter when presented for payment. Upon payment of the redemption price the bonds so called for redemption shall be surrendered for cancellation, together with the unmatured interest coupons appurtenant thereto.

Sec. 5. Said bonds shall be signed in the name of the Town of Sellersburg by the President of the Board of Trustees, and attested by the Clerk-Treasurer, who shall affix the seal of said Town to each of said bonds. The interest coupons attached to said bonds shall be executed by placing thereon the facsimile signature of the Clerk-Treasurer, and said official, by the signing of said bonds, shall adopt as

said coupons. In case any officer whose signature appears on said bonds shall cease to be such officer before the delivery of the bonds, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Said bonds shall be transferable by delivery, unless registered. Upon presentation of any of the bonds at the office of the Clerk-Treasurer in the Town of Sellersburg, said Clerk-Treasurer shall register said bonds as to the principal thereof without charge or expense to the holder. Such registration shall be noted on the bond, after which no transfer thereof shall be valid unless made by the registered owner in person or by his attorney duly authorized and similarly noted on the bond, but said bond may be discharged from registration by being in like manner retransferred to bearer, after which it shall be transferable by delivery, but may again be registered as before. The registration of any bond shall not affect the negotiability of the interest coupons attached thereto, but such coupons shall continue to pass by delivery merely and shall always remain payable to bearer.

Sec. 6. The form and tenor of said bonds and the interest coupons to be attached thereto, and the form of registry endorsement thereon, shall be substantially as follows, all blanks to be filled in properly prior to the delivery thereof:

UNITED STATES OF AMERICA
State of Indiana County of Clark

No. _____

\$1,000

TOWN OF SELLERSBURG
WATERWORKS REVENUE BOND OF 1961

The Town of Sellersburg, in Clark County, State of Indiana, for value received, hereby promises to pay to the bearer hereof, or if this bond be registered then to the registered holder hereof, solely out of the special revenue fund hereinafter referred to, the principal amount of

ONE THOUSAND DOLLARS

on the first day of December, 19____ (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest thereon from the date hereof until the principal is paid at the rate of _____ per cent (____%) per annum, payable semi-annually on the first days of June and December of each year, beginning on June 1, 1961, upon presentation and surrender of the annexed coupons as they severally become due.

Both principal and interest of this bond are payable in lawful money of the United States of America at the Sellersburg State Bank, in the Town of Sellersburg, Indiana.

This bond is one of an authorized issue of four hundred eighty (480) bonds of the Town of Sellersburg, of like denomination, tenor and effect, except as to dates of maturity, aggregating Four Hundred Eighty Thousand Dollars (\$480,000), numbered consecutively from 1 to 480 inclusive, issued pursuant to an ordinance adopted by the Board of Trustees of said Town on the _____ day of _____, 1961, entitled "An Ordinance of the Town of Sellersburg authorizing the issuance of additional waterworks revenue bonds for the purpose of providing funds to pay the cost of certain additions, extensions and improvements to the municipal waterworks of said Town, and other matters connected therewith," and in strict compliance with the provisions of Chapter 76 of the Acts of the Indiana General Assembly for the year 1913, and all acts amendatory thereof and supplemental thereto, particularly Chapter 190 of the Acts of 1933.

The principal and interest of this bond and all other bonds of said issue, and all bonds on a parity therewith, constitute a charge against the net revenues (herein defined as the gross revenues after deduction only for the reasonable expenses of operation and maintenance) of said waterworks system, including all extensions thereof and additions and improvements thereto subsequently

ance with the terms thereof, of which bonds in the amount of One Hundred Eight Thousand Dollars (\$108,000) are outstanding, issued under date of December 1, 1947, maturing serially on December 1 of each year over a period ending on December 1, 1986, the bonds maturing in the years 1961 through 1968 and in the years 1975 through 1986 bearing interest at the rate of four per cent (4%) per annum, and the bonds maturing in the years 1969 through 1974 and one bond maturing in 1975 bearing interest at the rate of three and three-fourths per cent (3-3/4%) per annum, authorized by an ordinance adopted on December 8, 1947, as amended by an ordinance adopted on February 19, 1948. The Town covenants that it will, on or before the first day of each calendar month, beginning on _____ 1, 19____, set aside in a special fund designated as the "1961 Waterworks Bond Fund" duly created by the ordinance authorizing this issue of bonds, one-twelfth (1/12) of the amount required to pay the principal of and interest on all outstanding bonds of this issue, and all bonds on a parity therewith, payable within the period of the then next succeeding twelve (12) months, and that said special fund shall be used for no other purpose whatsoever, and the Town shall not be obligated to pay this bond or the interest hereon except from said special fund, and neither this bond nor the issue of which it forms a part shall in any respect constitute a corporate indebtedness of the Town within the provisions and limitations of the constitution of the State of Indiana.

The Town covenants that it will fix, maintain and collect an aggregate of rates and charges for the services rendered by said waterworks which will be sufficient to pay all cost of operation and maintenance of said waterworks, to provide for depreciation, to maintain the fund required for the payment of now outstanding bonds designated "Water Works Revenue Refunding and Improvement Bonds," and to create and maintain the 1961 Waterworks Bond Fund required for the payment of this issue of bonds, and will in all other respects faithfully comply with all of the provisions of the ordinance pursuant to which this bond is issued. In the event the Town shall make any default in the payment of the principal of or interest on this bond, the holder hereof shall have all of the rights and remedies provided for in the governing statutes hereinabove referred to, including the right to compel the collection of sufficient rates and charges to provide for the payment of this bond and the interest hereon.

This bond and all other bonds of the issue of which it is a part shall, in the hands of bona fide holders, have all the qualities of negotiable instruments under the negotiable instruments law of the State of Indiana. This bond may be registered in the name of the owner in the manner and with the effect provided in said ordinance, but unless registered shall pass by

delivery. The interest coupons annexed hereto shall at all times pass by delivery.

The bonds of this issue maturing on December 1, 1974, and thereafter, are redeemable at the option of the Town on June 1, 1974, or any interest payment date thereafter, in whole or in part, in their inverse numerical order, at face value, together with the following premiums: five per cent (5%) if redeemed on June 1, 1974, or thereafter on or before December 1, 1979; four per cent (4%) if redeemed on June 1, 1980, or thereafter on or before December 1, 1985; three per cent (3%) if redeemed on June 1, 1986, or thereafter on or before December 1, 1991; two per cent (2%) if redeemed on June 1, 1992, or thereafter prior to maturity; and the accrued interest to the date of redemption; provided notice of such redemption shall be given at least thirty (30) days prior to the date fixed for such redemption, by one publication in a newspaper published in Clark County and of general circulation in the Town of Sellersburg, Indiana, and a newspaper or financial journal published in the City of Indianapolis, Indiana, and a like notice be sent by mail to the holders of such bonds as are then registered. Interest on the bonds so called for redemption shall cease on the redemption date fixed in said notice, if funds are available at the place of redemption to pay the principal, premium and interest on the bonds so called for redemption on the date so named, and thereafter when presented for payment. Upon the payment of the redemption price the bonds so redeemed shall be surrendered for cancellation, together with the unmatured interest coupons appurtenant thereto.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the preparation and complete execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

IN WITNESS WHEREOF, the Town of Sellersburg, in Clark County, State of Indiana, has caused this bond to be signed 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 interest coupons hereto attached to be executed by placing thereon the facsimile signature of said Clerk-Treasurer, as of the first day of _____, 1961.

TOWN OF SELLERSBURG

By

John T. Merle

President, Board of Trustees

Attest:

Clerk-Treasurer

Coupon No. _____

\$ _____

On _____ 1, 19__.

the Town of Sellersburg, Indiana, will pay to bearer (unless the bond to which this coupon refers is sooner redeemed) at the Sellersburg State Bank, in said Town, out of its 1961 Waterworks Bond Fund, _____ Dollars in lawful money of the United States of America, being the interest then due on its Waterworks Revenue Bond of 1961, dated _____ 1, 1961, No. _____.

TOWN OF SELLERSBURG

By _____ (Facsimile)

Clerk-Treasurer

REGISTRATION ENDORSEMENT

This bond can be registered only at the office of the Clerk-Treasurer of the Town of Sellersburg, Indiana. No writing hereon except by the Clerk-Treasurer.

Date of Registry	In Whose Name Registered	Clerk-Treasurer
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sec. 7. The Clerk-Treasurer is hereby authorized and directed to have said bonds and coupons prepared, and the President of the Board of Trustees and the Clerk-Treasurer are hereby authorized and directed to execute said bonds and the interest coupons to be attached thereto in the form and manner hereinbefore provided. The Clerk-Treasurer is hereby authorized to sell said bonds at public sale.

Prior to the sale of the bonds, the Clerk-Treasurer shall cause to be published a notice of sale once each week for two weeks in the Charlestown Courier, published at Charlestown, Indiana, and the Evening News, published at Jeffersonville, Indiana, there being no newspaper published in the Town of Sellersburg, and one time in The

Indianapolis Commercial, published in the City of Indianapolis, Indiana. The date fixed for the sale shall not be earlier than seven (7) days after the last of said publications. The bond sale notice shall state the time and place of sale, the total amount of bonds, the maximum rate of interest thereon, the maturities thereof, the purpose for which the bonds are being issued, the terms and conditions on which bids will be received and the sale made, and shall set out such other information as the Clerk-Treasurer, acting on the advice of the Town Attorney and bond counsel, shall deem necessary.

All bids for said bonds shall be sealed and shall be presented to the Clerk-Treasurer at his office. Bidders shall be required to name the rate of interest which the bonds are to bear, not exceeding five and one-half per cent (5-1/2%) per annum. Such interest rate shall be in multiples of one-eighth (1/8) of one per cent (1%), and not more than one interest rate shall be named by each bidder. The Clerk-Treasurer shall award the bonds to the highest qualified bidder. The highest bidder shall be the one who offers the lowest net interest cost to the Town, to be determined by computing the total interest on all of the bonds to their maturities and deducting therefrom the premium bid, if any. No bid for less than the par value of said bonds, including accrued interest to the date of delivery, shall be considered. The Clerk-Treasurer shall have the right to reject any and all bids, and in the event no satisfactory bids are received, the Clerk-Treasurer shall be authorized to continue the sale from day to day for a period of thirty (30) days without readvertisement, provided, however, that if said sale be continued no bid shall be accepted which is lower than the highest bid received at the time fixed

Prior to the delivery of said bonds the Clerk-Treasurer shall obtain a legal opinion as to the validity of the bonds from Ross McCord Ice & Miller, acting as bond counsel for the Town, and shall furnish such opinion to the purchasers of the bonds. The fee of such bond counsel shall be considered as a part of the cost of the project on account of which said bonds are issued and shall be paid out of the proceeds of said bonds.

In the event it shall be determined that it will not be necessary to issue all of the bonds authorized by this ordinance, the Clerk-Treasurer shall be authorized to sell and deliver a lesser amount of bonds than herein authorized, in which case the bonds not sold or delivered shall be of the last maturity or maturities.

Sec. 8. The bonds herein authorized, when fully paid for and delivered to the purchaser, shall be the valid and binding special revenue obligations of the Town payable out of the revenues of the Town's waterworks to be set aside into the 1961 Waterworks Bond Fund as herein provided, and the proceeds derived from the sale of said bonds shall be and are hereby set aside for application on the cost of construction and installation of the additions, extensions and improvements hereinbefore referred to and the expenses necessarily incurred in connection therewith. The proper officers of the Town are hereby directed to draw all proper and necessary warrants and to do whatever acts and things may be necessary to carry out all of the provisions of this ordinance.

Sec. 9. All accrued interest and any premium received at the

time of the delivery of the bonds shall be placed in the 1961 Waterworks Bond Fund hereinafter created. The remaining proceeds from the sale of the bonds shall be deposited in a special account to be designated as "Waterworks Construction Account." Said special account shall be deposited with legally qualified depository or depositories for funds of the Town as now provided by law, but may thereafter be invested in direct obligations of the United States of America in accordance with the provisions of Chapter 9 of the Acts of 1945. The funds in said special account shall be expended only for the purpose of paying the cost of construction of the additions, extensions and improvements hereinabove referred to, together with the incidental expenses necessary to be incurred in connection with such project, and the authorization, issuance and sale of the bonds, and the payment of interest on the bonds if required for that purpose. Any balance or balances remaining in said special account after the completion of said additions, extensions and improvements, which are not required to meet unpaid obligations incurred in connection with such project and the issuance of bonds on account thereof, shall be paid into the 1961 Waterworks Bond Fund and used solely for the purpose of said fund.

Sec. 10. The Town shall keep proper books and records of account separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues received on account of the operation of said waterworks, and all disbursements made therefrom and all transactions relating to said waterworks. There shall be prepared and furnished to the original purchaser of the bonds and, upon written request, to any holder of the bonds an annual

of said waterworks, in reasonable detail, covering the preceding fiscal year. Such report shall be prepared and furnished within sixty (60) days after the close of each fiscal year, and shall be certified by the Clerk-Treasurer or an auditor employed for that purpose. Copies of all such statements and reports shall be kept on file in the office of the Clerk-Treasurer. Any holder of the bonds shall have the right at all reasonable times to inspect the property of said waterworks and the records, accounts and data of the Town relating thereto. All funds of said waterworks, including the 1961 Waterworks Bond Fund, shall be segregated and kept separate and apart from all other funds of the Town and shall be deposited in lawful depositories of the Town and continuously held and secured or invested as provided by the laws of the State of Indiana relating to the depositing, securing and holding or investing of public funds, including particularly Chapter 9 of the Acts of 1945.

Sec. 11. All of the net revenues of the Town's waterworks shall be and are hereby irrevocably pledged to the payment of the principal of and interest on the now outstanding bonds and the bonds issued pursuant to the provisions of this ordinance, and all bonds on a parity therewith, to the extent necessary for that purpose. The term "net revenues" as used in this section shall be construed to mean the revenues remaining after the reasonable cost of operation and maintenance has been paid. Out of said net revenues there shall first be deposited in the fund known as the "Water Works System Revenue Bond Account"

created by the ordinance adopted December 8, 1947, as amended by the ordinance adopted February 19, 1948, for the payment of the principal and interest on the now outstanding bonds designated "Water Works Revenue Refunding and Improvement Bonds," the fixed annual amounts specified in said ordinance, as amended, said amounts to be deposited in said account in equal monthly installments. Such monthly deposits into said Water Works System Revenue Bond Account shall continue until such time as said fund shall contain an amount sufficient to pay all of said bonds then outstanding, together with the interest thereon to the dates of maturity thereof. Said Water Works System Revenue Bond Account shall be applied to the payment of the principal of and interest on the bonds issued pursuant to the provisions of said ordinance, as amended, in accordance with the terms of said bonds, and to no other purpose whatsoever.

There is hereby created a special fund for the payment of the principal of and interest on the Waterworks Revenue Bonds of 1961 herein authorized, and all bonds on a parity therewith, which shall be known as the "1961 Waterworks Bond Fund." Out of the net revenues remaining after meeting the monthly requirements of the hereinabove mentioned Water Works System Revenue Bond Account, there shall be deposited in the "1961 Waterworks Bond Fund" on or before the first day of each calendar month, beginning as of the date of the bonds herein authorized, a sufficient amount of such remaining net revenues of the Town's waterworks to pay one-twelfth (1/12) of the interest on and principal of the then outstanding Waterworks Revenue Bonds of 1961 issued

issued on a parity therewith, which will be payable during the period of the then next succeeding twelve (12) calendar months. Such monthly deposit shall continue until such time as said fund contains an amount sufficient to pay all of said Waterworks Revenue Bonds of 1961 then outstanding, together with the interest thereon to the dates of maturity thereof, and to pay the principal of and interest on any bonds hereafter issued on a parity therewith. In addition to said monthly one-twelfth (1/12) debt service deposits, there shall be deposited monthly in said fund not less than the amount of Four Hundred Dollars (\$400) until there has been accumulated from such additional deposits the sum of Thirty Thousand Dollars (\$30,000) as a debt service reserve in said 1961 Waterworks Bond Fund. Thereafter said debt service reserve shall be maintained in said fund as a minimum balance over and above the monthly one-twelfth (1/12) debt service deposits so long as any of the bonds herein authorized are outstanding, the Board of Trustees finding and declaring that said debt service reserve is a reasonable and proper protection against default. Said 1961 Waterworks Bond Fund shall be applied to the payment of the principal of and interest on the bonds issued pursuant to the provisions of this ordinance in accordance with the terms of said bonds, and to the payment of the principal of and interest on any bonds hereafter issued on a parity therewith, and to no other purpose whatsoever. Only moneys in said 1961 Waterworks Bond Fund in excess of said monthly one-twelfth (1/12) debt service deposits and said minimum balance debt service reserve may be used

for the purpose of redeeming bonds prior to maturity unless all of the outstanding bonds payable from said fund can be retired by the application of moneys in said fund. Moneys in said 1961 Waterworks Bond Fund may be invested in accordance with the laws of the State of Indiana relating to the investment of public funds, including particularly Chapter 9 of the Acts of 1945. No part of the net revenues of the Town's waterworks shall be transferred to the general fund or any other fund of the Town not related to the Town's waterworks so long as any of the bonds issued pursuant to this ordinance are outstanding.

Sec. 12. After providing for the reasonable operating and maintenance expenses and after setting aside the amounts hereinbefore required to be paid into the Water Works System Revenue Bond Account and the 1961 Waterworks Bond Fund, all or such portion of the remaining income and revenues of said system as shall be necessary shall be set aside into the Depreciation Account established by the ordinance adopted December 8, 1947, as amended by the ordinance adopted February 19, 1948, and may be expended in making good depreciation in the waterworks, or in new construction, extensions, betterments, or additions to said waterworks; or funds in such account may be used for the call or purchase of outstanding bonds for redemption prior to maturity, provided that no such redemption shall be made at a price in excess of the then applicable redemption price, or if the bonds are non-callable at the time, then at a price in excess of the highest redemption price provided in the ordinance authorizing the issuance of such bonds. The funds in said Depreciation Account

lating to the investment of public funds, including particularly Chapter 9 of the Acts of 1945.

Sec. 13. The Town shall establish, maintain and collect reasonable and just rates and charges for the facilities and services afforded and rendered by said waterworks which will provide revenues at all times at least sufficient to pay the reasonable and proper cost of maintenance and operation of the system, to provide for depreciation, to pay the principal of and interest on all bonds payable from the revenues of the waterworks as the same shall fall due, and to meet any other obligations required to be met out of said revenues. So long as any of the bonds herein authorized are outstanding, none of the facilities or services afforded or rendered by said waterworks shall be furnished without a reasonable and just charge being made therefor. The rates or charges so established shall apply to all consumers of the service provided by said waterworks system, including service rendered by said system to the Town, and all revenues collected pursuant to this section shall be deemed to be the revenues of said waterworks.

Sec. 14. The Town reserves the right to authorize and issue additional bonds, payable out of the revenues of the waterworks, of equal priority with the bonds authorized by this ordinance, for the purpose of financing the cost of future additions, extensions and improvements to the waterworks, subject to the following conditions:

(a) The interest on and principal of all bonds payable from

ance with the terms thereof, and all required payments into the Water Works System Revenue Bond Account and the 1961 Waterworks Bond Fund have been made in accordance with the provisions of the prior ordinance establishing said Water Works System Revenue Bond Account and the provisions of this ordinance.

(b) The net revenues (herein defined as gross revenues after deduction only for the reasonable expense of operation and maintenance) of said waterworks in the calendar year immediately preceding the issuance of any such additional equal priority bonds shall be not less than one hundred twenty-five per cent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the maximum annual interest and principal requirements of the additional equal priority bonds proposed to be issued; or, prior to the issuance of said equal priority bonds, the water rates and charges shall be increased sufficiently so that said increased water rates and charges applied to the previous calendar year's operations would have produced net revenues, as defined above, for said year equal to not less than one hundred twenty-five per cent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the maximum annual interest and principal requirements of the additional equal priority bonds proposed to be issued. For purposes of this subsection, the records of the waterworks shall be analyzed and all showings shall be prepared by a certified public accountant employed by the Town for that purpose, who shall certify that he has no pecuniary interest in the improvements proposed to be made, or

pare such showings.

(c) To the extent required by law, the issuance of the proposed additional equal priority bonds and any necessary increase in water rates and charges shall have been approved by the Public Service Commission of Indiana.

Sec. 15. For the purpose of further safeguarding the interests of the holders of the bonds herein authorized, it is hereby specifically provided as follows:

(a) On all contracts let for the additions, extensions and improvements to said waterworks, the contractors shall be required to furnish surety bonds in an amount equal to one hundred per cent (100%) of the amount of their contracts, to insure the completion of said contracts in accordance with their terms. Such contractors shall also be required to carry employer's liability and public liability insurance to the extent ordinarily required on public works.

(b) So long as any of the bonds herein authorized are outstanding, the Town shall at all times maintain said waterworks system in good condition and operate the same in an efficient manner and at a reasonable cost.

(c) So long as any of the bonds herein authorized are outstanding, the Town shall maintain insurance on the insurable parts of the system, of a kind and in an amount such as is usually carried by private corporations engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana, and insurance

proceeds shall be used in replacing or restoring property destroyed or damaged, or shall be deposited in the Depreciation Fund.

(d) So long as any of the bonds herein authorized are outstanding, the Town shall not mortgage, pledge or otherwise encumber its waterworks system or any part thereof, and shall not sell, lease or otherwise dispose of any part of the same, excepting only such property as may be replaced or which shall no longer be necessary for use in connection with the operation of said system.

(e) Except as otherwise specifically provided in Sec. 14 of this ordinance, so long as any of the bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of the system, or constituting a lien or charge against the property of said system, or the revenues thereof, shall be authorized, executed or issued by the Town, except such as shall be made junior and subordinate in all respects to the bonds herein authorized, unless all then outstanding bonds authorized by this ordinance are surrendered and cancelled coincidentally with the delivery of said additional bonds.

(f) The Town covenants that it will, so long as any of the bonds herein authorized are outstanding, cause to be installed and maintained not less than forty-five (45) fire hydrants, and that the annual hydrant rental to be paid by the Town to its waterworks department shall not be less than One Hundred Seventy-five Dollars (\$175) per hydrant, which rental the Board of Trustees now finds to be just and reasonable. Said hydrant rental shall be paid semi-annually as the same accrues. The revenue from said fire hydrant rental shall be deemed to be revenue derived from the operation of said waterworks system and shall be

(g) The provisions of this ordinance shall constitute a contract by and between the Town and the holders of the bonds herein authorized, all the terms of which shall be enforceable by any bondholder by any and all appropriate proceedings in law or in equity. After the issuance of said bonds this ordinance shall not be repealed, amended or modified in any respect which will adversely affect the rights or interests of the holders of said bonds, nor shall the Board of Trustees, or any other body of the Town, adopt any law, ordinance or resolution in any way adversely affecting the rights of the bondholders so long as any of said bonds, or the interest thereon, remains outstanding or unpaid.

(h) The provisions of this ordinance shall be construed to create a trust in the proceeds derived from the sale of the bonds herein authorized, for the uses and purposes herein set forth, and so long as any of the bonds are outstanding, the provisions of this ordinance shall also be construed to create a trust in the portion of the revenues of said waterworks system herein directed to be set apart into the 1961 Waterworks Bond Fund, for the uses and purposes of said fund, as in this ordinance set forth.

(i) None of the provisions of this ordinance shall be construed as requiring the expenditure of any funds of the Town derived from any sources other than the proceeds of said bonds and the operation of said waterworks system.

Sec. 16. All ordinances and parts of ordinances in conflict herewith are hereby repealed, but none of the provisions of this ordinance

shall be so construed as adversely affecting the rights of the holders of said outstanding Water Works Revenue Refunding and Improvement Bonds issued under date of December 1, 1947.

Sec. 17. This ordinance shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Trustees of the Town of Sellersburg on the 27th day of January, 1961.

John H. Weiler
Chris M. Hostetter
Jesse M. Beyf
Board of Trustees

Attest:

John W. Kahl
Clerk-Treasurer

An Ordinance establishing rates and charges for the use of and services rendered by the waterworks system of the Town of Sellersburg

WHEREAS, the Board of Trustees of the Town of Sellersburg has authorized the making of additions, extensions and improvements to the existing waterworks system of said Town in order to make available a sufficient volume of water to the customers of said waterworks system and properly protect the interests and welfare of said Town and its inhabitants; and

WHEREAS, in order to procure the necessary funds to pay the cost of construction and installation of said additions, extensions and improvements it is necessary for the Town to issue and sell waterworks revenue bonds payable solely out of the revenues of said waterworks system, which revenues under the existing schedule of rates and charges are insufficient to enable the Town to finance the needed additions, extensions and improvements; and

WHEREAS, the Board now finds that the existing rates and charges for the use of and service rendered by the waterworks of said Town are too low and are insufficient to enable the Town to properly operate its waterworks plant, provide for depreciation, and finance said additions, extensions and improvements; that the proposed additions, extensions and improvements will improve the service rendered by said waterworks system and make the same of greater value to the Town and its inhabitants, and that the existing rates and charges should be increased; now therefore,

TOWN OF SELLERSBURG, INDIANA:

Section 1. That there shall be and there are hereby established for the use of and the service rendered by the waterworks system of the Town of Sellersburg, the following rates and charges, based upon the amount of water supplied by said waterworks system:

(a) <u>Metered Rates per Month</u>			<u>Per 1,000 Gallons</u>
First	2,500 gallons	per month	\$ 1.30
Next	500 gallons	per month	1.06
Next	2,000 gallons	per month	.88
Next	15,000 gallons	per month	.70
Next	30,000 gallons	per month	.52
Over	50,000 gallons	per month	.40

(b) Minimum Charges

Each user shall pay a minimum charge, based upon the size of meter installed, for which the users shall be entitled to the quantity of water set out in the metered schedule of rates.

5/8 and 3/4 inch meter	per month	\$ 2.60
1 inch meter	per month	6.50
1-1/4 inch meter	per month	11.70
1-1/2 inch meter	per month	15.60
2 inch meter	per month	25.00
3 inch meter	per month	65.00
4 inch meter	per month	100.00

(c) Collection or Deferred Payment Charge

All bills for water services not paid within 15 days from the due date thereof, as stated in such bills, shall be subject to the collection or deferred payment charge of 10% on the first \$3.00 and 3% on the excess over \$3.00.

(d) Private Fire Protection

1-1/2 inch connection	per annum	\$ 10.00
2 inch connection	per annum	15.00
2-1/2 inch connection	per annum	20.00
3 inch connection	per annum	30.00
4 inch connection	per annum	50.00
6 inch connection	per annum	75.00
8 inch connection	per annum	100.00

(e) Private and Public Fire Hydrant Rental

Municipal Fire Hydrants	per annum	\$175.00
Private Fire Hydrants	per annum	175.00

(f) Temporary Users

Water furnished to temporary users such as contractors, circuses, etc., shall be charged on the basis of the above gallon rates as established by the Waterworks Superintendent.

(g) Railroads

Water supplied for railroad use may be charged for on such terms as shall be fixed by public contract approved by the Town Board of Trustees and the Public Service Commission of Indiana.

Sec. 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that the existing schedule of water rates and charges shall remain in full force and effect until the schedule of rates and charges fixed by this ordinance shall be approved by the Public Service Commission of Indiana, and until such time as the order of said Commission approving said new rates and charges shall direct.

Sec. 3. This ordinance shall be in full force and effect from and after its passage; provided, however, that the schedule of rates and charges herein set out shall not become effective unless approved by the Public Service Commission of Indiana or until such time as said Commission shall direct.

Sellersburg on the 27th day of January, 1961.

John H. Werles
Chris W. Hestetter
Jesse M. Beyl
Board of Trustees

Attest:

John W. Kahl
Clerk-Treasurer

ORDINANCE NUMBER 223.

AN ORDINANCE REGULATING THE USE OF AIR GUNS,
OR B. B. GUNS IN THE TOWN OF SELLERSBURG,
COUNTY OF CLARK, IN THE STATE OF INDIANA, AND
IMPOSING A PENALTY FOR THE VIOLATION OF THE
PROVISIONS OF THIS ORDINANCE.

Section 1. BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN
OF SELLERSBURG, CLARK COUNTY, INDIANA, that it is hereby made unlawful
for any person to shoot an air gun, or B. B. gun in the city limits of
the Town of Sellersburg, Clark County, in the State of Indiana.

Section 2. An air gun, or B. B. gun for the purpose of this
ordinance is defined to be a gun that impells by compressed air, or a
spring, a pellet, shot, or other object.

Section 3. Any person violating any provision of this ordinance
shall upon conviction be fined in any sum not less than one (\$1.00) dollar
nor more than five (\$5.00) dollars, for each violation.

Section 4. An emergency is hereby declared to exist for the passage
of this ordinance and the same shall be in full force and effect from and
after the passage, approval, and legal publication according to law.

PASSED BY THE BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG, CLARK
COUNTY, IN THE STATE OF INDIANA, THIS 14 DAY OF May, 1962.



President of the Town Board

(SEAL)

Attest:



Clerk-Treasurer

ORDINANCE NO. 224

Be it ordained by the town Board of Sellersburg, Indiana;

1. That Zoning Ordinance No. 220, Article II, Districts and Zone Maps, is hereby amended to include the following which is to be designated as Section 3., to-wit:

Section 3. Additional Areas. Millview Subdivision (being the 8.9 acre tract recently annexed to said town) is hereby zoned as residential.

2. That Zoning Ordinance No. 220, Article IV, Section 3, Intensity of Use Specifications, is amended to include the following which is to be designated as (3), to-wit:

(3) Exception. The requirements as set out above in (1) and (2) shall not apply to Millview Subdivision (being the 8.9 acre tract recently annexed to said town), and each of the lots as shown in the Plat of said subdivision shall be sufficient in Lot Area and Width for the purpose of building of Single Family Dwellings.

AN ORDINANCE authorizing and providing for the issuance of \$140,000 Sewage Works (Revenue) Bonds, Second Series, of the Town of Sellersburg, Indiana, for the purpose of defraying the cost to said Town of constructing improvements to the sewer system in and for said Town, prescribing the form of said bonds and providing for the collection and segregation and distribution of the revenues of the municipal sewerage system of said Town for the purpose of safeguarding, protecting and paying said bonds.

* * * * *

WHEREAS the Town of Sellersburg, in Clark County, Indiana, has heretofore established a municipal sewer system and except for \$6000 Sewage Works Revenue Refunding Bonds of said Town dated September 1, 1951, maturing serially on September 1 of each of the years 1963 to 1965, inclusive, and \$116,000 Sewage Works (Revenue) Bonds of said Town, dated September 1, 1951, maturing serially on September 1 of each of the years 1965 to 1991, inclusive, there are no bonds or other obligations now outstanding which are payable from the revenues derived from the operation of said sewer system, and the proceedings providing for the issuance of said outstanding bonds permit the issuance of additional bonds payable from the same source subject to the priority of said outstanding bonds; and

WHEREAS IT HAS become necessary and is deemed advisable that the Town of Sellersburg, Indiana, construct an intercepting sewer, pumping station, and improvements and extensions to the plans and specifications therefor prepared by Paul R. White, Consulting Engineer chosen by the Board of Trustees of said Town, and as such plans and specifications are now on file with the Town Clerk-Treasurer of said Town; and

WHEREAS the cost of said sewer system improvements as estimated by said Engineer is \$200,000 of which \$60,000 is to be provided by a federal grant, and under the provisions of Chapter 61 of the Acts of the General Assembly of the State of Indiana, 1932 Special Session (Sections 48-4301 et. seq. of Burns Indiana Statutes) and laws amendatory thereof and supplemental thereto, said Town is Authorized to construct said sewer system improvements and to issue revenue bonds of said Town to defray the cost thereof to said Town; and

WHEREAS the plans and specifications for said improvements have been approved by the State Board of Health and by the Stream Pollution Control Board and it is deemed advisable and necessary that said Town now provide for the issuance of its bonds to the amount of \$140,000, pursuant to the above mentioned law for the purpose aforesaid, said bonds to be payable from the net revenues of the municipal sewer system, subject to the priority of the presently outstanding bonds hereinbefore mentioned;

NOW, THEREFORE, Be it Ordained by the Board of Trustees of the Town of Sellersburg, Indiana, as follows:

Section 1. That sewer system improvements as referred to in the preamble hereof be and the same are hereby ordered constructed pursuant to the provisions of Chapter 61 of the Acts of the General Assembly of the State of Indiana, 1932 Special Session (Sections 48-4301 et seq. of Burns Indiana Statutes), and laws amendatory thereof and supplemental thereto and as contemplated and provided by the plans and specifications prepared by Paul R. White, Engineer, now on file with the Town Clerk-Treasurer, and that for the purpose of defraying the cost to said Town of such construction there shall be and there are hereby authorized to be issued one hundred forty negotiable interest bearing bonds of said Town to be known as Sewage Works

(Revenue) Bonds, Second Series, in the total principal amount of \$140,000, which bonds shall bear date of September 1, 1962, shall be numbered from 1 to 140, inclusive, shall be of the denomination of \$1000 each, and shall mature in numerical order as follows: \$1,000 on September 1 of each of the years 1963 to 1980, inclusive, \$2,000 on September 1 of each of the years 1981 to 1986, inclusive, \$3,000 on September 1 of each of the years 1987 to 1990, inclusive, \$4,000 on September 1, 1991, \$10,000 on September 1 of each of the years 1992 and 1993, \$11,000 on September 1 of each of the years 1994 and 1995, \$12,000 on September 1, 1996, \$13,000 on September 1 of each of the years 1997 and 1998, and \$14,000 on September 1, 1999; provided, however, that said Town of Sellersburg shall reserve the right and privilege of calling and redeeming bonds of said issue numbered from 16 to 140, inclusive, prior to maturity, in whole, or from time to time in part in inverse numerical order, on March 1, 1978, or on any interest payment date thereafter, upon terms of par and accrued interest, plus a premium of five per cent (5%) of the principal amount of any of such bonds if called for redemption on or prior to March 1, 1983; four per cent (4%) of the principal amount thereof if called for redemption thereafter and on or prior to March 1, 1989; and three per cent (3%) of the principal amount thereof if called for redemption thereafter and prior to maturity. In the event any of said bonds are called for redemption as aforesaid it is agreed that notice thereof will be given by registered mail addressed to the last known holders of all bonds to be redeemed at least thirty (30) days prior to the redemption date and will also be published at least once not less than thirty (30) days prior to the redemption date in a newspaper published in Clark County, Indiana, and of general circulation in the Town of Sellersburg, Indiana, and a newspaper or financial journal of general circulation published in the City of Indianapolis. Such notice of redemption shall specify the numbers of the bonds called for redemption, the date of redemption and the place of redemption, which may be the place of payment specified in the bonds or such other place within the continental limits of the United States as may be determined by the Board of Trustees of said Town when any of said bonds are called for redemption. Such of said bonds as may be thus called for redemption and for the payment of which, upon the terms aforesaid, funds are duly provided, shall cease to bear interest from and after the date as of which called for redemption. Upon payment of the redemption price, the bonds so called for redemption, together with all unmatured coupons appurtenant thereto, shall be cancelled.

Said bonds shall bear interest at the rate of Four and one-half per cent (4-1/2%) per annum or at such lower rate or rates as may be determined at the public sale of said bonds. Such interest to maturity of the respective bonds shall be evidenced by coupons attached thereto payable semi-annually on March 1 and September 1 or each year.

Both principal and all interest shall be payable at the Sellersburg State Bank in the Town of Sellersburg, Indiana, in lawful money of the United States of America. Said bonds shall be signed by the President of the Board of Trustees of said Town, sealed with the corporate seal of said Town and attested by the Town Clerk-Treasurer, and the interest coupons attached to said bonds shall be executed with the facsimile signatures of said President and said Town Clerk-Treasurer, and said officials by the execution of said bonds shall adopt as and for their own proper signatures their respective facsimile signatures on said coupons. All of said bonds and the interest thereon, together with the principal of and interest on any additional bonds as may be hereafter issued and outstanding from time to time ranking on a parity therewith, shall be payable out of the "Sewage Works System Revenue Bond Account" created under the terms of the ordinances adopted August 27, 1951, to authorize the issuance of the presently outstanding bonds, referred to in the preamble hereof,

but as hereinafter specified, and said bonds hereby authorized shall be payable from the portion of the fixed amount of the revenues of the sewerage system of said Town pledged to said fund subject only to the priority of payment from said fund of the maturing installments of principal of and interest on the Sewage Works Revenue Refunding Bonds and Sewage Works (Revenue) Bonds of said Town, dated September 1, 1951, as may from time to time be outstanding.

Section 2. That upon presentation at the office of the Town Clerk-Treasurer of said Town of Sellersburg of any of said bonds, same may be registered as to principal in the name of the owner on the books in his office, such registration to be noted on the reverse side of the bonds by the Town Clerk-Treasurer, and thereafter the principal of such registered bonds shall be payable only to the registered holder, his legal representatives or assigns. Such registered bonds shall be transferable to another registered holder, or back to bearer, only upon presentation to the Town Clerk-Treasurer with a legal assignment duly acknowledged or proved. Registration of any of such bonds shall not affect the negotiability of the coupons thereto attached but such coupons shall be transferable by delivery merely.

Section 3. That said bonds and coupons and provisions for registration shall be in substantially the following form, to-wit:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF CLARK

TOWN OF SELLERSBURG

SEWAGE WORKS (REVENUE) BOND

SECOND SERIES

No. _____

\$1,000

KNOW ALL MEN BY THESE PRESENTS: That the Town of Sellersburg, in the County of Clark and State of Indiana, for value received, hereby promises to pay to bearer, or if this bond be registered, to the registered holder hereof, as hereinafter provided, the sum of One Thousand Dollars (\$1,000) on the first day of September, 19__, and to pay interest on said sum from the date hereof at the rate of _____ per cent (____%) per annum, such interest being payable semi-annually on the first days of March and September in each year until said principal sum is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be and become applicable hereto, such interest being payable only upon presentation and surrender of the interest coupons hereto attached as the same severally mature, both principal and interest being payable in lawful money of the United States of America at the Sellersburg State Bank in the Town of Sellersburg, Indiana.

This bond is one of a series of bonds numbered from 1 to 140, inclusive, issued by said Town pursuant to an ordinance duly adopted for the purpose of defraying part of the cost to said Town of constructing sewer system improvements for said Town, under and in full compliance with the Constitution and statutes of the State of Indiana, including, among others, Chapter 61 of the Acts of the General Assembly of the State of Indiana, 1932 Special Session (Sections 48-4301 et seq. of Burns Indiana Statutes) as amended and supplemented.

The Town of Sellersburg reserves the right and privilege of calling and redeeming bonds numbered 16 to 140, inclusive, of the series of bonds of which this is one, prior to maturity, in whole, or from time to time in part in inverse numerical order, on March 1, 1978, or on any interest payment date thereafter, upon terms of par and accrued interest plus a premium of five per cent (5%) of the principal amount of any of such bonds if called for redemption on or prior to March 1, 1983; four per cent (4%) of the principal amount thereof if called for redemption thereafter and on or prior to March 1, 1989; and three per cent (3%) of the principal amount thereof if called for redemption thereafter and prior to maturity. In the event any of said bonds are called for redemption as aforesaid it is agreed that notice thereof will be given by registered mail addressed to the last known holders of all bonds to be redeemed at least thirty (30) days prior to the redemption date and will also be published at least once not less than thirty (30) days prior to the redemption date in a newspaper published in Clark County, Indiana, and of general circulation in the Town of Sellersburg, Indiana, and a newspaper or financial journal of general circulation published in the City of Indianapolis. Such notice of redemption shall specify the numbers of the bonds called for redemption, the date of redemption and the place of redemption, which may be the place of payment specified in the bonds or such other place within the continental limits of the United States as may be determined by the Board of Trustees of said Town when any of said bonds are called for redemption. Such of said bonds as may be thur called for redemption and for the payment of which, upon the terms aforesaid, funds are duly provided, shall cease to bear interest from and after the date as of which called for redemption. Upon payment of the redemption price, the bonds so called for redemption, together with all unmatured coupons appurtenant thereto, shall be cancelled.

This bond and all other bonds of said authorized series and interest thereon, together with any additional bonds as may be issued and outstanding from time to time ranking on a parity herewith, are subject to the priority as to security and source of payment of \$6000 Sewage Works Revenue Refunding Bonds and \$116,000 Sewage Works (Revenue) Bonds of said Town heretofore issued under date of September 1, 1951, maturing serially on September 1 of each of the years 1963 to 1991, inclusive, and, subject to said priority, are and will continue to be payable only from and secured by a pledge of a special fund provided from the net revenues to be derived from the operation of the municipal sewer system of said Town, which shall be sufficient to pay the principal of and interest on said outstanding bonds dated September 1, 1951, and also the series of bonds of which this bond is one and bonds ranking on a parity therewith as and when the same become due and payable, and which revenues shall be set aside into said special fund identified as the "Sewage Works System Revenue Bond Account", and this bond does not constitute an indebtedness of the Town of Sellersburg within the meaning of any constitutional provisions or limitations. Said Town covenants that it will fix such rates for sewage service and collect and account for revenues from such sewer system sufficient to promptly pay the principal of and interest on said outstanding bonds dated September 1, 1951, and also this bond and the series of which it forms a part and bonds ranking on a parity therewith as the same will become due.

This bond is fully negotiable but may be registered as to principal only in the name of the holder on the books of said Town in the office of its Town Clerk-Treasurer, such registration being noted hereon by the Town Clerk-Treasurer, after which no transfer shall be valid unless made on said books and similarly notes on the bond, but it may be discharged from such registration

by being transferred to bearer, after which it shall be transferable by delivery but it may be again registered as before. The registration of this bond as to principal shall not restrain the negotiability of the coupons by delivery merely.

IT IS HEREBY CERTIFIED, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this bond, together with all other obligations of said Town, does not exceed any limit prescribed by the Constitution or statutes of the State of Indiana, and that a sufficient amount of the revenues of said sewer system has been pledged to and will be set aside into said special fund by said Town for the prompt payment of the principal of and interest on this bond and the series of which it forms a part.

IN WITNESS WHEREOF, said Town of Sellersburg has caused this bond to be signed by the President of its Board of Trustees, its corporate seal to be hereunto affixed, attested by its Town Clerk-Treasurer, and the coupons hereto attached to be executed with the facsimile signatures of said President and said Town Clerk-Treasurer, which officials by the execution of this bond do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons and this bond to be dated the first day of September, 1962.

(/S/) John H. Werle
President, Board of Trustees

Attest:

(/S/) H. Robt. Diedrich
Town Clerk-Treasurer

(Form of Coupon)

No. _____

\$ _____

On the first day of _____, 19____, the Town of Sellersburg, Indiana will pay to bearer _____ Dollars (\$ _____) out of its "Sewage Works System Revenue Bond Account", at the Sellersburg State Bank, in the Town of Sellersburg, Indiana, as provided in and for interest then due on its Sewage Works (Revenue) Bonds, Second Series, dated September 1, 1962.

No. _____.

(/S/) John H. Werle
President, Board of Trustees

Attest:

(/S/) H. Robt. Diedrich
Town Clerk-Treasurer

(Form for registration to be printed on the back of each bond)

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Town Clerk-Treasurer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section 4. That so long as any of the bonds hereby authorized or bonds ranking on a parity therewith are outstanding the sewer system of said Town shall be operated by said Town as a revenue producing undertaking. The provisions, covenants, undertakings and stipulations for the operation of the municipal sewer system of said Town and for the collection, application and use of the revenues and income from such operation as set forth in the ordinances adopted by the Board of Trustees of said Town on August 27, 1951, for the purpose of authorizing the issuance of the Sewage Works Revenue Refunding Bonds and Sewage Works (Revenue) Bonds of said Town dated September 1, 1951, as referred to in the preamble hereof, shall inure and appertain to the bonds hereby authorized to the same extent and with like force and effect as if herein set out in full, except only in so far as same may be inconsistent with this ordinance. The provisions in and by said ordinance whereby there has been created and is to be maintained a "Sewage Works System Revenue Bond Account" and for the monthly payment into said fund from the future net earnings of said system of such portion thereof as will be sufficient to pay the interest upon and principal of the said Sewage Works Revenue Refunding Bonds and said Sewage Works (Revenue) Bonds and for the maintenance of a reserve therefor are all hereby ratified and confirmed, and all such provisions shall inure to and constitute the security for the payment of the interest on and the principal of the Sewage Works (Revenue) Bonds, Second Series, hereby authorized as may from time to time be outstanding; provided, however, that the amounts to be annually set aside and paid into said "Sewage Works System Revenue Bond Account" in equal monthly installments shall be sufficient to pay the interest and principal due in each year and to maintain a reserve therefor not only of the said Sewage Works Revenue Refunding Bonds and said Sewage Works (Revenue) Bonds but also the interest on and principal of the Sewage Works (Revenue) Bonds, Second Series, issued pursuant to this ordinance and from time to time outstanding and bonds ranking on a parity therewith, and it is hereby determined, covenanted and agreed that in addition to the amounts required to be paid into said "Sewage Works System Revenue Bond Account" for the payment of the principal of and interest on the said Sewage Works Revenue Refunding Bonds and said Sewage Works (Revenue) Bonds, the following sums shall be annually set aside into said Account to meet maturing installments of principal of and interest on the bonds hereby authorized during each of the respective years:

<u>Year Ending</u> <u>August 31</u>	<u>Amount</u>
1963	\$8,030
1964	7,980
1965	7,931
1966	7,881
1967	7,832
1968	7,782
1969	7,733
1970	7,683
1971	7,634
1972	7,584
1973	7,535
1974	7,485
1975	7,436
1976	7,386
1977	7,337
1978	7,287
1979	7,238
1980	7,188
1981	8,239
1982	8,140
1983	8,041
1984	7,942

1985	7,843
1986	7,744
1987	8,745
1988	8,596
1989	8,448
1990	8,299
1991	9,251
1992	15,653
1993	15,158
1994	15,763
1995	15,218
1996	15,774
1997	16,280
1998	15,636
1999	16,093

The amounts as provided by the ordinances adopted by the Board of Trustees of said Town on August 27, 1951, for the payment of the principal of and interest on the outstanding Sewage Works Revenue Refunding Bonds and Sewage Works (Revenue) Bonds of said Town, dated September 1, 1951, shall be withdrawn and paid from said fund on each interest payment date prior to withdrawal and payment there from of the amounts necessary to pay the principal of and interest on the bonds hereby authorized, it being the intention that said fund shall at all times be sufficient to pay the principal of and interest on said Sewage Works Revenue Refunding Bonds and Sewage Works (Revenue) Bonds dated September 1, 1951, and the bonds hereby authorized and bonds ranking on a parity therewith, but there shall be a priority of security and source of payment of said Sewage Works Revenue Refunding Bonds and Sewage Works (Revenue) Bonds in the event of a deficiency, temporary or otherwise.

If and to whatever extent additional bonds are issued ranking on a parity with the bonds hereby authorized under the conditions and restrictions hereinafter set forth, provision shall be made for increasing such payments into said redemption fund to meet maturing installments of principal of and interest on such additional bonds and to create and maintain a reasonable reserve therefor.

No further payments need be made into said redemption fund when and so long as such amount of the bonds shall have been retired that the amount then held in such fund is equal to the entire amount of all interest and principal that will be payable at the time of their redemption or maturity on all of the bonds then remaining outstanding.

If in any year the Town shall, for any reason, fail to pay into said redemption fund the full amount above stipulated, then an amount equivalent to one hundred ten per cent (110%) of such deficiency shall be set apart and paid into said fund from the first available revenues of the following year or years, and same shall be in addition to the amount otherwise herein provided to be so set apart and paid during such succeeding year or years.

Such payments into said fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or a Legal holiday, then such payments shall be made on the next succeeding secular day. After annually setting aside from the revenues of said system the amounts necessary to meet operating and maintenance expenses and after annually making the payments hereinbefore required to be set aside into the "Sewage Works System Revenue Bond Account" to pay the principal of and interest on the Sewage Works Revenue Refunding Bonds, the Sewage Works (Revenue) Bonds and the bonds herein authorized and bonds ranking on a parity therewith, all or such portion of the remaining income and revenues of said system as is necessary shall be expended in making good any depreciation in said system and in making any

extensions, additions or constructions to the property, the Board of Trustees of said Town hereby finding and determining that the said remaining portion of the income and revenues is sufficient for said purpose. Any accumulations of such Depreciation Fund may be invested as the Board of Trustees may designate and, if invested, the income from the investments shall be carried in the Depreciation Fund, and said fund and the proceeds thereof shall not be used for any purpose other than as herein provided.

In the event the revenues during any month are inadequate to make the required payment into said bond and interest redemption fund, the deficiency shall be made up and paid as aforesaid from the first available revenues thereafter received and same shall be in addition to payments otherwise provided to be made in such succeeding month or months. The "Sewage Works System Revenue Bond Account" as aforesaid shall be used solely and only and is hereby pledged for the purpose of paying the principal of and interest on the Sewage Works Revenue Refunding Bonds and Sewage Works (Revenue) Bonds hereinbefore referred to dated September 1, 1951, and the bonds herein authorized to be issued and bonds ranking on a parity therewith.

Section 5. While the bonds authorized hereunder or any of them remain outstanding and unpaid the rates for all services rendered by the said sewer system to said Town and to its citizens, corporations, or any others served shall be reasonable and just, taking into account and consideration the cost and value of said system and the cost of maintaining and operating the same and the amounts necessary for the retirement of the said Sewage Works Revenue Refunding Bonds and Sewage Works (Revenue) Bonds and all bonds and the accruing interest on all such bonds as may be sold and are unpaid under the provisions of this ordinance and bonds ranking on a parity therewith, and there shall be charged such rates and amounts for sewerage services as shall be adequate to meet the requirements of this and the preceding sections hereof. Compensation for services rendered to said Town shall be in like manner charged against the Town and payment for same from the corporate funds shall be made monthly into the special fund as provided for by this ordinance as other income and revenues of said sewerage system and shall be apportioned to operation and maintenance and bond and interest redemption as such other revenues.

Said Town covenants and agrees that so long as any of the bonds hereby authorized remain outstanding it will keep proper books of record and account, separate from all other municipal records and accounts, showing complete and correct entries of all transactions relating to said sewerage system and that the holders of any of said bonds shall have the right at all reasonable times to inspect the system and all records, accounts and data of the Town relating thereto.

Section 6. The said Town of Sellersburg hereby covenants and agrees with the holder or holders of the bonds herein authorized to be issued, or any of them, that it will faithfully and punctually perform all duties with reference to said sewerage system required by the Constitution and laws of the State of Indiana, including the making and collecting of reasonable and sufficient rates for services rendered thereby, and will aggregate the revenues of said system and make application thereof into the respective funds created by this ordinance; and the Town hereby irrevocable covenants, binds and obligates itself not to sell, lease, mortgage or in any manner dispose of said sewerage system, including any and all extensions, additions and appurtenances thereto that may be made or constructed, until the bonds herein authorized to be issued and bonds ranking on a parity therewith shall have been paid in full, both principal and interest, and the Town further covenants and agrees with the holders of said bonds to maintain in good condition and continuously operate said sewerage system and to charge and collect such rates and charges for services rendered thereby so that the

gross revenues will be sufficient at all times to provide for the payment of the operation, repair, replacements and maintenance thereof and for the specified payments into the Sewage Works System Revenue Bond Account as provided herein.

Section 7. Any holder of said bonds or of any of the coupons may either at law or in equity, by suit, action, mandamus or other proceedings enforce and compel performance of all duties prescribed by this ordinance and the law pursuant to which said bonds are issued, including the making and collecting of sufficient rates and segregation of the revenues and the application thereof.

Section 8. The bonds authorized to be issued hereunder and from time to time outstanding shall not be entitled to priority one over the other in the application of the revenues of said sewerage system, regardless of the time or times of their issuance, it being the intention that there shall be no priority among the bonds authorized to be issued under the provisions of this ordinance, regardless of the fact that they may be actually issued and delivered at different times, and provided further that the security of and for any other bonds or obligations hereafter issued that are payable from the income or revenues of the sewer system shall be subject to the priority of the Sewage Works Revenue Refunding Bonds and Sewage Works (Revenue) Bonds dated September 1, 1951, hereinbefore referred to, and the bonds hereby authorized as may from time to time be outstanding; provided, however, that said Town hereby reserves the right and privilege of issuing additional bonds from time to time payable from the net earnings of said system and ranking on a parity with the bonds herein authorized in order to pay the cost of necessary future improvements and extensions to said system, but only if (1) the interest on and principal of all bonds payable from the revenues of the municipal sewer system shall have been paid to date in accordance with the terms thereof and all required payments into the "Sewage Works System Revenue Bond Account" have been made in accordance with the terms of this ordinance and the ordinances heretofore adopted on August 27, 1951, authorizing the issuance of the presently outstanding bonds dated September 1, 1951, and (2) there shall have first been procured and filed with the Town Clerk-Treasurer of said Town a statement by a certified public accountant not in the regular employ of the Town reciting the opinion based upon necessary investigations that the net revenues of said sewer system for the preceding calendar year (with adjustments as hereinafter provided) were equal to at least 125% of the maximum amount that will become due in any calendar year for both principal of and interest on the bonds then outstanding and the bonds then proposed to be issued prior to the longest maturity of any of the them outstanding bonds; and provided also that the interest payment dates for any such additional parity bonds shall be semi-annually on March 1 and September 1 of each year, and the principal maturities of such additional bonds shall be on September 1 of any year in which any of such principal is scheduled to become due.

The terms "net revenues" and "net earnings" are defined as gross revenues less operating expenses which shall include salaries, wages, cost of maintenance and operation, materials and supplies and insurance, as well as all other items as are normally included under recognized accounting practices, but shall not include allowance for depreciation in the value of physical properties and the amount of net revenues aforesaid shall be adjusted for the purpose of the foregoing computations by an independent consulting engineer not in the employ of the Town and not otherwise interested in the municipal sewer system of said Town or the improvements or extensions thereto, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such additional bonds.

Section 9. That the rates to be charged for the several classes of users and property served by the municipal sewer system shall be payable monthly on the first day of each month in each

year and shall be initially based on water meter readings for water consumed and said sewer rates are estimated as follows:

The owner of each and every lot, parcel of real estate or building is connected with and uses the municipal sewer system and is also connected with and uses exclusively a metered supply of water shall be charged for sewer service according to such water meter readings:

\$2.20 per month minimum, which includes the first 2000 gallons, or less of water recorded by meter during such month:

\$2.65 per month for any amount in excess of 2000 gallons and not exceeding 10,000 gallons of water recorded by meter during such month;

\$3.50 per month for any amount in excess of 10,000 gallons and not exceeding 20,000 gallons of water recorded by meter during such month; and

\$3.50 per month plus five cents (5¢) per 1000 gallons for all water in excess of 20,000 gallons recorded by meter during such month.

Water which is not discharged into the public sewer system, if separately metered is to be exempted.

Water from sources other than the public water supply, if discharged into the public sewer system, shall be metered and sewer service charges imposed in accordance with the foregoing schedule.

Said schedule of estimated rates shall be subject to revision in the manner and form prescribed by law, and whenever in the opinion of the engineer for said Town it is deemed necessary to classify any commercial institutions or industries by reason of the unusual purpose for which water is used or character of sewage discharge, or whenever the basis of the schedule of charges as aforesaid may not be available, then the Board of Trustees of said Town may in its discretion, in the manner and form prescribed by law, establish special rates and charges, and at any event while any of the bonds hereby authorized are outstanding and said sewer system is operated as a revenue producing undertaking, rates and charges shall be established, revised and maintained so as to be sufficient in each year to produce sufficient funds for the payment of proper and reasonable expenses of operation, repair, replacements and maintenance of the sewer system and for the payment of the sums required to be paid into the "Sewage Works System Revenue Bond Account" as required by the ordinances adopted August 27, 1951, and as hereinbefore provided.

Section 10. The provisions of this ordinance shall constitute a contract between the Town of Sellersburg and the holders of the bonds herein authorized to be issued, and after the issuance of any of the bonds no change, variation, or alteration of any kind of the provisions of this ordinance shall be made in any manner except as herein provided until such time as all of said bonds issued hereunder and the interest thereon have been paid in full.

Section 11. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 12. That the bonds hereby authorized be currently sold pursuant to advertisement to the highest and best bidder. The President of the Board of Trustees and the Town Clerk-Treasurer are hereby authorized to fix the date and hour for such sale and to cause notice thereof to be given. Such notice of

sale is hereby determined and declared sufficient when published once each week for two consecutive weeks in the Charlestown Courier and in the Evening News-Jeffersonville, newspapers published in Clark County, Indiana, and having a general circulation in said Town of Sellersburg, representing the Republican and Democratic political parties respectively, said two political parties having cast the highest number of votes at the last preceding election. The first of such publications in each of said newspapers shall appear at least fifteen days prior to the scheduled date of sale. Such notice shall be in customary form, shall require bids to be made for the bonds having details not less favorable to the Town than as herein authorized, and shall state the right is reserved to reject any or all proposals. The bonds shall be printed and executed as herein provided as soon as may be and shall be thereupon delivered to the purchaser upon payment therefor in accordance with the terms of sale. The proceeds of the bonds hereby authorized shall constitute a sanitary fund and shall be used for no other purpose than for paying the cost of the improvements and extensions referred to in the preamble hereof.

Section 13. All ordinances, resolutions and orders or parts thereof in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Section 14. It is hereby declared that this ordinance become effective immediately upon its passage and approval.

Introduced October 11, 1962.

Adopted by the Board of Trustees December 13, 1962.

(/S/) John H. Werle
President, Board of Trustees, as
Presiding Officer.

Attest:
H. Robert Diedrich
Town Clerk-Treasurer

Presented by me to the President of the Board of Trustees of Sellersburg, Indiana, this 13 day of December 1962, at 7:30 o'clock P.M.

(/S/) H. Robt. Diedrich
Town Clerk-Treasurer

Approved and signed by me this 13 day of December 1962, at 7:30 o'clock P.M.

(/S/) John H. Werle
President, Board of Trustees

Attest:
(/S/) H. Robert Diedrich
Town Clerk-Treasurer

Recorded December 13th, 1962.

(/S/) H. Robt. Diedrich
Town Clerk-Treasurer

NOTICE TO RESIDENTS OF
THE TOWN OF SELLERSBURG, INDIANA

Notice is hereby given that the following ordinances were duly passed by the Board of Trustees of the Town of Sellersburg, Indiana, at their regular meeting on September 8, 1964, as follows, to-wit:

ORDINANCE NO. 231

AN ORDINANCE TO AMEND ORDINANCE NO. 88, DATED THE 6th DAY OF MARCH, 1929, AND ALL AMENDMENTS THERETO.

Be it ordained by the Town of Sellersburg, Indiana, that Section 12 of said ordinance be, and is hereby amended to read:

Section 12. Any person who violates any of the provisions of this ordinance, shall upon conviction be fined the sum of Ten Dollars [\$10.00], and if they hold a license issued under any section of this ordinance, same shall be forfeited.

This ordinance shall be effective September 22, 1964.

ORDINANCE NO. 232

AN ORDINANCE TO AMEND ORDINANCE NO. 92, DATED THE 6th DAY OF APRIL, 1933.

Be it ordained by the Town of Sellersburg, Indiana, that there is hereby added to said ordinance the following section:

Section 8. Any person who violates Section 1, 2, and 3 of this ordinance shall upon conviction be fined the sum of Ten Dollars [\$10.00].

This ordinance shall be effective September 22, 1964.

WITNESS the hand and seal of the Clerk-Treasurer of said Town on this 8th day of September, 1964.


Robert H. Diedrich, Clerk-Treasurer
Town of Sellersburg

NOTICE TO RESIDENTS OF
THE TOWN OF SELLERSBURG, INDIANA

Notice is hereby given that the following ordinances were duly passed by the Board of Trustees of the Town of Sellersburg, Indiana, at their regular meeting on September 8, 1964, as follows, to-wit:

ORDINANCE NO. 232

AN ORDINANCE TO AMEND ORDINANCE NO. 88, DATED THE 6th DAY OF MARCH, 1929, AND ALL AMENDMENTS THERETO.

Be it ordained by the Town of Sellersburg, Indiana, that Section 12 of said ordinance be, and is hereby amended to read:

Section 12. Any person who violates any of the provisions of this ordinance, shall upon conviction be fined the sum of Ten Dollars [\$10.00], and if they hold a license issued under any section of this ordinance, same shall be forfeited.

This ordinance shall be effective September 22, 1964.

ORDINANCE NO. 233

AN ORDINANCE TO AMEND ORDINANCE NO. 92, DATED THE 6th DAY OF APRIL, 1933.

Be it ordained by the Town of Sellersburg, Indiana, that there is hereby added to said ordinance the following section:

Section 8. Any person who violates Section 1, 2, and 3 of this ordinance shall upon conviction be fined the sum of Ten Dollars [\$10.00].

This ordinance shall be effective September 22, 1964.

WITNESS the hand and seal of the Clerk-Treasurer of said Town on this 8th day of September, 1964.

Robert H. Diedrich, Clerk-Treasurer
Town of Sellersburg

NOTICE TO RESIDENTS OF
THE TOWN OF SELLERSBURG, INDIANA

Notice is hereby given that the following ordinances were duly passed by the Board of Trustees of the Town of Sellersburg, Indiana, at their regular meeting on September 8, 1964, as follows, to-wit:

ORDINANCE NO. 231-A

AN ORDINANCE TO AMEND ORDINANCE NO. 88, DATED THE 6th DAY OF MARCH, 1929, AND ALL AMENDMENTS THERETO.

Be it ordained by the Town of Sellersburg, Indiana, that Section 12 of said ordinance be, and is hereby amended to read:

Section 12. Any person who violates any of the provisions of this ordinance, shall upon conviction be fined the sum of Ten Dollars [\$10.00], and if they hold a license issued under any section of this ordinance, same shall be forfeited.

This ordinance shall be effective September 22, 1964.

ORDINANCE NO. 232

AN ORDINANCE TO AMEND ORDINANCE NO. 92, DATED THE 6th DAY OF APRIL, 1933.

Be it ordained by the Town of Sellersburg, Indiana, that there is hereby added to said ordinance the following section:

Section 8. Any person who violates Section 1, 2, and 3 of this ordinance shall upon conviction be fined the sum of Ten Dollars [\$10.00].

This ordinance shall be effective September 22, 1964.

WITNESS the hand and seal of the Clerk-Treasurer of said Town on this 8th day of September, 1964.



Robert H. Diedrich, Clerk-Treasurer
Town of Sellersburg

ORDINANCE NO. 232

BE IT ORDAINED BY THE TOWN OF SELLERSBURG, SELLERSBURG, CLARK COUNTY, INDIANA, that FREDDIE HALL AND MARIE HALL, doing business as S. C. Cab Company, are hereby granted a Franchise to maintain, conduct and operate a taxicab service in the town of Sellersburg, Clark County, Indiana, upon and under the following terms and conditions of this ordinance:

1. Said Franchise shall be in effect for a period of 1 years from the date of the passage of this ordinance.

2. The said Freddie Hall and Marie Hall, doing business as S. C. Cab Company, for and in consideration of said Franchise shall pay to the Town of Sellersburg, the sum of Fifteen Dollars (\$15.00) yearly, in advance.

3. The S. C. Cab Company shall have the right to use the streets, alleys and roadways in said town for the purpose of maintaining, conducting and operating a taxicab service.

4. In consideration of said Franchise, the said Freddie Hall and Marie Hall, doing business as S. C. Cab Company, shall furnish reasonable and proper taxicab service to all residents and visitors of the town of Sellersburg. Said service to be in continuous operation twenty four hours a day and seven days a week. Further the taxicab rates and charges shall be reasonable and consistant at minimum attainable cost under proper organization and efficient management.

5. This Franchise shall be exclusive in that the Town of Sellersburg shall not issue a license of franchise, while this franchise is in operation and effect, to any other carrier, for taxicab or bus service for the transportation of people.

6. This franchise shall not be transferred hereafter without the approval of the Town of Sellersburg, and as a condition to such approval, all terms and conditions of this ordinance shall be included in the transferred franchise.

7. The said Freddie Hall and Marie Hall, doing business as S. C. Cab Company shall file their written acceptance of the provisions of this ordinance with the Clerk-Treasurer of the Town of Sellersburg, Indiana,

within ten days from the passage of this ordinance.

8. The failure of the said company to file its acceptance hereof with the Clerk-Treasurer, as herein provided, or to comply with any of the provisions of this ordinance, shall render this ordinance null and void.

9. The said company further shall abide by all Statutes, Ordinances, rules and regulations of the State of Indiana and the Town of Sellersburg, Indiana.

The foregoing, within and attached Ordinance passed by the Town Board of Sellersburg, Indiana, on the 19 day of November, 1963.

John Werle
John Werle, Chairman - Town Board

ATTEST:

James S. Applegate
James Applegate, Member - Town Board

Robert W. Diedrich
H. Robert W. Diedrich, Clerk Treasurer

Charles M. Hostettler
Charles Hostettler, Member - Town Board

THE said FREDDIE HALL AND MARIE HALL, doing Business as S. C. Cab Company, this 19th day of November, 1963, do hereby accept the above Franchise, and Ordinance and do hereby guarantee and warrant to the Town of Sellersburg, Indiana, to perform all provisions and conditions as set forth in said Ordinance.

S. C. CAB COMPANY

by Freddie Hall (SEAL)
Freddie Hall

by Marie Hall (SEAL)
Marie Hall

ORDINANCE NO. 234

AN ORDINANCE CONTROLLING PARKING.

Be it ordained by the Town of Sellersburg, Indiana, that the following resolution controlling parking is hereby adopted:

Section 1. Every vehicle stopped or parked upon a street or roadway in the Town of Sellersburg, Indiana, where there is an adjacent curb shall be so stopped or parked with the right-hand wheels of such vehicle parallel with and within twelve [12] inches of the right-hand curb.


Section 2. Any person, firm or corporation violating the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined in any sum not less than One Dollar [\$1.00] nor more than Ten Dollars [\$10.00].

Section 3. This ordinance shall be effective January 28, 1965.


The foregoing, within and attached ordinance passed by the Town Board of Sellersburg, Indiana, on the 12th day of January, 1965.



John Werle, Chairman-Town Board




James Applegate, Member-Town Board



Charles Hostettler, Member-Town Board

ATTEST:



H. Robert Diedrich
Clerk-Treasurer

237

AN ORDINANCE TO CREATE A CUMULATIVE
CAPITAL IMPROVEMENT FUND

Be it ordained by the common council (board of trustees) of the city of (town of) (name of city or town):

SECTION 1. In accordance with the requirements of section 8 of Chapter 225, Acts 1965 General Assembly, there is hereby created a special fund to be known as the Cumulative Capital Improvement Fund of (name of city or town) into which the cigarette taxes allotted to (name of city or town) by reason of subsection C (1) (C) of section 27C and section 27d of the Indiana Cigarette Tax Law being Chapter 222 of the Acts of 1947 as amended shall be deposited. Said fund shall be a cumulative fund and all of the monies deposited into said fund shall be appropriated and used solely for capital improvements as hereinafter defined and none of such monies shall revert to the general fund or be used for any purposes other than capital improvements.

SECTION 2. The term "capital improvements" means the construction or improvement of any property owned by the city (town) of (name of city or town) including but not limited to streets, thoroughfares and sewers and the retirement of general obligation bonds of (name of city or town) issued, and the proceeds used for the purpose of constructing capital improvements. The term capital improvement shall not include salaries of any public officials or employees except those which are directly chargeable to a capital improvement.

(The above sample ordinance for the creation of a Cumulative Capital Improvement Fund, has been prepared and distributed by the Indiana Municipal League, 408 ISTA Center, Indianapolis, Indiana.)

April, 1965

AN ORDINANCE APPROVING FORM OF AGREEMENT, AUTHORIZING THE TOWN OF SELLERSBURG, TO PARTICIPATE IN SAID AGREEMENT, AND AUTHORIZING THE PRESIDENT OF THE TOWN BOARD AND THE CLERK-TREASURER OF SAID TOWN TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN OF SELLERSBURG.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG, CLARK COUNTY, IN THE STATE OF INDIANA, in regular session assembled.

Section 1. That said Board of Trustees finds that an Agreement between the Town of Clarksville, Indiana, the City of Jeffersonville, Indiana, the City of Charlestown, Indiana, the Town of Sellersburg, Indiana, and the County of Clark, Indiana, is necessary to provide for a Clark County Regional Planning Board.

Section 2. That the Agreement between the said above mentioned municipalities, is attached hereto and made a part hereof, That the said Board of Trustees finds that said Agreement is needed for the community and that the Town of Sellersburg should enter into said agreement with the other said municipalities.

Section 3. The President of the Board of Trustees of said Town of Sellersburg, Indiana, and the Clerk-Treasurer of said Town are hereby authorized and directed to execute said Agreement on behalf of the Town of Sellersburg, Indiana.

PASSED BY THE BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG, INDIANA, in regular session this 11th day of January, 1966.

John H. Werle
John H. Werle
Charles M. Hostettler
Charles M. Hostettler
John D. Hinton
John Hinton

ATTEST:

H. Robert Diedrich
H. Robert Diedrich
Clerk-Treasurer

ORDINANCE NO. 241

AN ORDINANCE CONTROLLING PARKING.

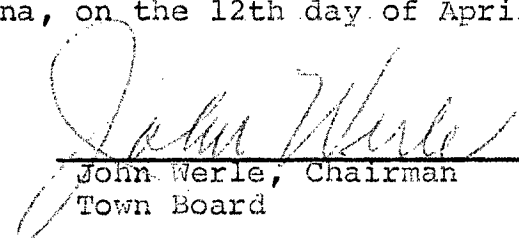
Be it ordained by the Town of Sellersburg, Indiana, that the following resolution controlling parking is hereby adopted:

Section 1. PARKING PROHIBITED AT ALL TIMES. No person, firm, or corporation shall park any vehicle upon the North side of Utica Street between the intersections of New Albany Street and Indiana Avenue.

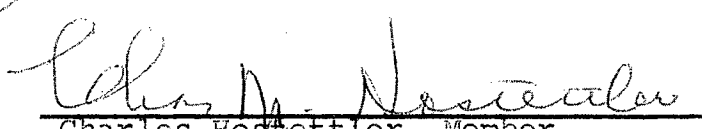
Section 2. PENALTY. Any person, firm, or corporation violating the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined in any sum not less than One Dollar [\$1.00] nor more than Ten Dollars [\$10.00].

Section 3. EFFECTIVE DATE. This ordinance shall be effective April 25, 1966.

The foregoing, within and attached ordinance passed by the Town Board of Sellersburg, Indiana, on the 12th day of April, 1966.



John Werle, Chairman
Town Board



Charles Hostettler, Member
Town Board



John Hinton, Member
Town Board

ATTEST:

H. Robert Diedrich
Clerk-Treasurer

ORDINANCE NO. 242

Be it ordained by the Board of Trustees of the Town of Sellersburg, Indiana:

Section 1. That it shall be unlawful for any person, firm, or corporation to hawk or peddle meat, fruit, vegetables, melons, produce, dairy products, any other goods, wares, merchandise, or for any firm not maintaining an office in the Town of Sellersburg, Indiana for the transaction of business to furnish services from any truck operating in said town, or within the town limits of the Town of Sellersburg, Indiana, without having first obtained as hereinafter provided, a license so to do.

Section 2. For the purpose of this ordinance, the words "peddle" and "hawk" are defined, to sell or offer to sell any personal property directly to a user or consumer, or to furnish any service such as dry cleaning or laundry to any consumer or customer by going from house to house for the purpose of selling and delivering such personal property, or collecting and delivering articles to be serviced, or for the purpose of taking orders for the future delivery of merchandise, or by reselling and delivering merchandise from a vehicle, pack, or other container in any street, alley, public square, or other public place in said city.

Section 3. The provisions of this ordinance shall not apply to fruit growers, farmers, gardeners, bringing or selling products grown or produced by themselves or to a merchant delivering such articles from an established place of business owned and conducted by him, nor to the sale of fuel within the city.

Section 4. The provisions of this ordinance shall not apply to any person now or hereafter exempted by any law of the State of Indiana from payment of license fees for hawking or peddling, but shall apply to all employees, helpers, servants, and agents of persons so exempted.

Section 5. Any person, firm, or corporation desiring to obtain a license to hawk or peddle on applicants own account

within the Town of Sellersburg shall make written application therefor to the City Clerk, and on and form to be prescribed by such Clerk setting forth in such application the applicant's name, age (if an individual), place of residence, the character of the merchandise which applicant proposes to hawk or peddle, and a description of the vehicle with which the applicant proposes to hawk or peddle. If the applicant proposes to use more than one vehicle in such business a separate application for each vehicle shall be required. Any person desiring to obtain a license to hawk or peddle within the Town of Sellersburg as a helper, employee, servant, or agent of licensed hawker or peddler, or as a helper, employee, servant, or agent of a person lawfully engaged in such business but exempted by the laws of the State of Indiana from obtaining a license to do so, shall make an application therefor similar to the one required of the one desiring a license to hawk or peddle on his own account and shall in addition to the information required of such person, state the same of his principal or employer. All applications required hereunder shall be verified and each shall be accompanied by the Treasurer's receipt showing payment to the Treasurer of the license fees hereinafter provided.

Section 6. Upon the filing of such application and receipt, the Town Clerk shall issue to the applicant a license authorizing the applicant to hawk and peddle within the Town of Sellersburg for a period of one year from the date of such license. The license so issued shall contain the name of the person to whom issued, the date of the beginning and expiration thereof, the kind of and character of the license, the license fee paid therefor, whether the holder thereof is a licensed peddler or hawker, or an employee, helper, servant, or agent of a licensed peddler or hawker, or of a peddler or hawker exempted by law from obtaining a license so to do, and shall authorize the person, firm, or corporation to whom issued to engage in hawking or peddling in the Town of Sellersburg, Indiana, for the term thereof. No person other than the person named therein shall be entitled to the use or benefit thereof. No license issued hereunder shall be transferable.

Section 7. The license fees shall be as follows: For a peddler or hawker, Twenty-five Dollars (\$25.00) per year for each vehicle used by the applicant in such business. For an employee, servant, agent, or helper of a licensed peddler or hawker, or of a peddler or hawker exempted from obtaining a license, Fifteen Dollars (\$15.00) per year. That any person so peddling or vending on foot shall pay for such license or permit as aforesaid, the sum of Twenty-five Dollars (\$25.00) per year.

Section 8. Every licensed hawker or peddler shall sell by weight or count as required by the laws of the State of Indiana.

Section 9. Penalty. Any person or firm violating any of the provisions of this ordinance shall upon conviction be fined the sum of Fifty Dollars (\$50.00) and have their license revoked for the period of one (1) year.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall be effective June 11, 1966.

The foregoing, within, and attached ordinance passed by the Town Board of Sellersburg, Indiana, on the 24 day of May, 1966.

John Werle
John Werle, Chairman
Town Board

Charles M. Hostettler
Charles Hostettler, Member
Town Board

John Hinton
John Hinton, Member
Town Board

ATTEST:

H. Robert Diedrich
H. Robert Diedrich
Clerk-Treasurer

Order 243

Jan 25, 1966 meeting

STANDARD SPECIFICATIONS

for construction of

SANITARY SEWERS

* * *

TOWN OF SELLERSBURG

Clark County

Indiana

* * *

1966

**Prepared by Jacobi and Associates
Consulting Engineers
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1.00 GENERAL PROVISIONS

1.01 Definition of Terms

The following terms as used herein are respectively defined as follows:

- (a) "Town" - The Town of Sellersburg acting by and through its Board of Trustees.
- (b) "Owner" - The person, firm or corporation responsible for the construction of sewer facilities within the Town.
- (c) "Engineer" - The person, firm or corporation duly appointed by the Town to officially represent the Town in engineering and other technical matters.
- (d) "Project" - The sewer facility improvement proposed by the Owner, within the limits of the Town.

1.02 Laws, Rules and Regulations

It is intended that sewer facility improvements in the Town shall conform to the requirements of the Standard Specifications. In addition, it shall be the responsibility of the Owner to comply with all applicable Federal, State and local laws, rules and regulations, and these Standard Specifications shall in no way relieve the Owner of any of such responsibility.

1.03 Bond

Prior to acceptance of a project, or of any portion thereof, by the Town, the Owner shall furnish a guarantee bond in the amount of 100 percent of the construction cost thereof. The bond shall guarantee to protect the Town against any imperfections in materials and workmanship incorporated in the project, which may be apparent or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Town, and the Owner shall, at his own expense, remove and replace in whole or in part any such work, materials, service performed or to be performed, and/or which may have shown unreasonable deterioration within said period, upon the written demand of, and to the full satisfaction of, the Town.

In the event that the cost of the project is not readily available, a cost estimate prepared by the Engineer shall be used for the amount of the guarantee bond.

1.04 Approval of Plans and Data

All reports, plans, specifications and other data which are submitted to the Town for approval will be acted upon as quickly as is feasible. It is anticipated that normal approvals will be made within ten days after submission. However, the Owner must recognize that for certain sizes and types of approvals, additional time may be required for approval action.

1.05 Workmanship, Equipment & Materials

It is the purpose and intent of these standard specifications to provide for sewer facilities in the Town which are of the highest quality, complete in every respect, and suitable for continuous operation. Work shall be performed by persons qualified, experienced, and skilled in their fields. Equipment and materials shall be new and of the best quality available for the functions for which they are to perform. Defective and/or substandard workmanship, equipment or material will not be acceptable, and shall be removed and properly replaced by the Owner.

1.06 Access to the Site

Any duly authorized representative of the Town shall have access to the project at all reasonable times. The Owner shall cooperate with and assist such representative in inspection of the work.

2.00 ENGINEERING

2.01 General Information

For all but minor projects, the Owner shall submit to the Town for approval preliminary design data as described herein. The purpose of the preliminary design data is to permit coordination of the proposed facilities with the existing and future Town sewer system, prior to preparation of detail designs. For minor projects, all pertinent requirements of preliminary design data shall be submitted with detail designs.

Before starting construction of a project, the Owner shall obtain the following:

- (a) Approval of Preliminary Design Data by the Town
- (b) Approval of Detail Designs by the Town and by the Indiana State Board of Health.
- (c) Furnish evidence to the Town that the Indiana State Board of Health has approved the Detail Designs.

- (d) Obtain permit from Clark County Commissioners for any cuts into county roads and streets.
- (e) Obtain other approvals and/or permits as required by laws, rules and regulations.

2.02 Preliminary Design Data

Preliminary design data to be submitted to the Town for approval shall include the following:

- (a) Map showing the location of the proposed improvement in the Town.
- (b) Map or plot of the area to be improved, drawn to a scale of 100 feet to the inch or larger, showing subdivision name, addition identification, lots, lot numbers, streets, street rights-of-way widths, contours at two feet intervals, proposed sewer sizes and locations, proposed manhole locations, location and size of existing sewer into which the proposed sewers will empty, and the invert elevation thereof in same datum as the contours.
- (c) A statement concerning the expected extent to which garbage disposal units will be used.
- (d) Description of any industry, commercial establishment, school, church, etc. that is to be served by the proposed sewer, along with sufficient data to determine the volume and strength of the sewage flow to be received therefrom.
- (e) Location of any proposed lift stations, including the proposed location of the associated force main.
- (f) Additional information as may be requested by the Town concerning proposed and future sewer facilities.

2.03 Detail Designs

After approval of preliminary design data, the Owner shall prepare detail designs, and including other documents as necessary for construction of the facilities. Detail designs shall include the following:

- (a) If preliminary design data has not been submitted to, and approved by, the Town, then the detail designs shall include the requirements of above paragraphs 2.02 (a), 2.02 (c), and 2.02 (d).

- (b) Map of the area, drawn to suitable scale, showing subdivision name, addition identification, lots, lot numbers, streets, proposed sewer facilities, and existing sewer facilities into which the proposed sewers will empty.
- (c) Plan and profile of proposed sewers, having a horizontal scale of 50-feet to the inch. These drawings shall include all information normally shown on sewer plan and profile sheets, including sewer locations, size and type of pipe, grade of sewers, manholes, invert elevations, existing ground elevations, finished grade elevations, floor elevations of houses and buildings to be served, and similar data pertaining to service pipes.
- (d) Details and descriptions as necessary to set out clearly the type and quality of all materials, equipment, and workmanship to be incorporated in the proposed facility, and to establish ratings and standards of performance.

2.04 As-Built Drawings

During the course of the work, the Owner, shall record all changes in work or location thereof, shall record the actual location of wyes, tees and the ends of service pipes, and shall record other conditions encountered during construction pertinent to the permanent plans. These items recorded shall be shown on the detail tracings to provide for the drawings to show the improvement "as-built". Two prints of these as-built drawings shall be delivered to the Town.

3.00 SEWERS

3.01 General Information

Sanitary sewers shall provide for collection and conducting of sanitary wastes. Rain water from roofs, streets and other areas, and ground water from foundation drains shall be excluded therefrom.

Overflows from sanitary sewers will be permitted only where specific approval therefor is obtained from the Town and from the Indiana State Board of Health.

3.02 Pipe

Except as otherwise approved by the Town, all sewer pipe shall be extra strength clay pipe conforming in all respects to the latest Standard Specifications of the American Society of Testing Materials, Serial Designation C-278.

3.03 Joints

Except as otherwise approved by the Town, joints and joint materials for sewer pipe shall be of the flexible compression type, conforming to the Standard Specifications of the American Society of Testing Materials, Serial Designation C-425, Type I or Type III, and shall be Amvit, Wedge-Lock, Vitra-Seal or approved equal.

3.04 Handling Pipe

All pipes are to be transported and loaded in a careful manner, so as to prevent damaging the pipe. Pipe lengths are to be individually lifted and lowered from the car or truck at the site. In no case shall the pipe be rolled down skids or embankments. Lifting hooks shall be properly designed to prevent damage to the pipe or pipe coating.

3.05 Size

Sewer pipe shall be sized to carry present and all reasonably estimated future loads, but in no case shall a public sewer be less than 8-inches in diameter. Generally, sewers should be designed to carry, when running full, not less than the following daily per capita contributions of sewage, exclusive of sewage or other wastes from industrial plants, as follows:

- (a) Laterals and sub-main sewers, 400 gallons per capita per day.
- (b) Main and trunk sewers, 250 gallons per capita per day.

3.06 Depth

In general sewers shall be designed sufficiently deep to drain basements and to prevent freezing.

3.07 Slope

Sewers shall be so designed and constructed to give mean velocities, when flowing full, of not less than 2.0 feet per second. The following are minimum slopes which are to be provided, but slopes greater than these are desirable:

<u>Sewer Diameter</u>	<u>Minimum Slope in Feet per 100 Feet</u>
8"	0.40
10"	0.28
12"	0.22

14"	0.17
15"	0.15
16"	0.14
18"	0.12
21"	0.10
24"	0.08

3.08 Alignment

Sewers shall be laid with straight alignment between manholes. The alignment shall be sufficiently accurate to permit a light in a manhole to be seen through the sewer at adjacent manholes. This test will be performed by the Town, with assistant help being furnished by the Owner.

3.09 Increasing Size

When a sewer joins a larger one, the invert of the larger sewer should be lowered sufficiently to maintain the same energy gradient. An approximate method for securing these results is to match the crowns of the larger and smaller sewers.

3.10 High Velocity Protection

Where velocities greater than 15 feet per second are attained, special provision shall be made to protect against displacement by erosion and shock.

3.11 Infiltration

Leakage outward or infiltration shall not exceed 500 gallons per inch of pipe diameter per mile per day for any section of sewer.

If there is evidence, in the opinion of the Town or the Engineer, that any section of sewer has leakage in excess of the above standard, the Owner shall perform infiltration or exfiltration tests as directed by the Town. The Town will designate which test is to be performed, and the Owner shall furnish all materials and equipment, and shall perform the test under the observation of, and subject to the approval of, the Engineer.

3.12 Pipe Bedding

All sewer pipe shall be suitably bedded in the bottom of the trench in such a manner that the pipe is adequately supported. The foundation or bedding material shall be shaped to fit the lower half of the pipe, with space under and around the ends of pipe to allow for jointing. After

the joints have been made, the trench shall be backfilled with selected material, free of rocks, to a height of at least six inches (6") above the top of pipes. This backfill shall be hand placed with a shovel, and shall be tamped so that all spaces under and around the pipe are thoroughly filled.

Foundations for pipe shall be free of water when pipes are being placed. Any unsuitable foundation material encountered in the trench bottom, such as soft spots, fluid material, or quick-sand, shall be removed and replaced with crushed stone or other approved material.

Ledge rock, boulders and large stones shall be removed to provide a clearance of at least six inches (6") below and on each side of all pipes and appurtenances.

3.13 Laying of Pipe

The Owner shall provide all batter boards, tools, implements, equipment, facilities and workmanship necessary to lay the pipe accurately to the required line and grade. All pipe and materials shall be carefully lowered into the trench singly by means of a derrick, ropes, or other suitable tools or equipment in such a manner as to prevent damage to the pipe or materials and protective coatings and linings. Under no circumstances may pipe or pipe materials be dropped, or dumped into the trench.

Pipe laying shall commence at the lower end, and progress up-grade, with the spigot ends of the pipe pointing in the direction of flow.

Every precaution shall be taken to prevent foreign material from entering the pipe, while it is being placed in the line. Any foreign material so entering is to be immediately removed from each length laid. During laying operation, no debris, tools, clothing or other materials shall be left in the pipe. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug, or by other approved means. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.

When pipe is distributed along the top of the trench for installation, care shall be taken so the plastic material on the spigot end does not rest upon the ground or become injured in any manner. Before installation, the joint material on both the bell and spigot ends shall be wiped clean. The joint material shall be lubricated with material furnished or approved by the manufacturer, to facilitate assembly. The spigot end shall be inserted in the bell and pressure applied until pipe is properly jointed and sealed. It shall be the Contractors responsibility to provide watertight joints within the tolerance specified. The laying of pipe in water or in wet trenches will not be permitted.

4.00 MANHOLES

4.01 Location

Manholes shall be installed at the end of each line; at all changes in grade, size, or alignment; at all inter-sections; and at distances not greater than 400 feet. Lamp-holes may be used only for special conditions and shall not be substituted for manholes nor installed at the end of laterals greater than 150 feet in length.

4.02 Drop Type

A drop pipe shall be provided for each sewer entering a manhole at an elevation of 24 inches or more above the manhole invert. The drop pipe shall be the same size as the associated sewer, and shall be encased in concrete.

4.03 Base

The base of manholes, on which the barrel section is to be placed or constructed, shall consist of a concrete slab not less than 6-inches thick. The upper surface of the slab shall be 1 1/2 inches below the lowest sewer invert.

4.04 Barrel

The barrel section of manholes shall be not less than 48 inches in diameter, and may be constructed of precast reinforced concrete units, brick, or concrete blocks, as specified elsewhere herein.

4.05 Flow Channel

The flow channel through manholes shall be of concrete, made to conform in shape and slope to that of the sewers.

4.06 Ring and Cover

Manhole ring and covers shall be cast iron, fully asphalt coated, non-rocking, Neenah Foundry Company R-1080 or approved equal.

4.07 Manhole Construction

Manholes shall be constructed of circular precast reinforced concrete units, brick or concrete block, as herein specified. Each manhole ring and cover shall be adjusted to be flush with the finished roadway surface.

4.08 Precast Manholes

Precast manholes shall be constructed of circular precast manhole units with circular reinforcement and shall conform to the requirements of the current specifications for reinforced concrete sewer pipe, ASTM Designation C-76, Class II, except that the shell thickness shall be not less than 4 1/2".

Openings for pipe inlets and outlets shall be provided in the precast units at the locations specified on the plans at the place of manufacture or in the field. Openings shall be made true to form and shall be approximately one inch (1") larger in diameter than the outside diameter of the inlet or outlet pipe to provide for sealing with mortar.

The unit for the top of the structure shall be constructed to provide for the use of standard covers as called for on the drawings.

The groove of the receiving pipe shall be carefully washed with a wet brush and "Buttered" with mortar around the perimeter. The tongue of the next section shall be cleaned with a wet brush and placed in the groove end of the first pipe. The inside surface of the pipe at the joint shall then be brushed smooth and the outside pointed with a bead of mortar.

The joints shall be made with cement mortar mixed in the proportion of one (1) part of Portland cement and two (2) parts of sand. The joints shall be kept moist until the mortar has reached its initial set.

4.09 Brick for Manholes

Brick for manholes shall be constructed of common brick made from clay or shale, grade MW and conforming to ASTM, Specification C-62. Brick shall be used whole, thoroughly culled and only sound brick shall be used.

4.10 Concrete Block for Manholes

Concrete blocks for manholes shall be standard circular manhole block, not less than 5-inches thick, and subject to the approval of the District.

4.11 Mortar for Brick and Block

Mortar for brick construction shall consist of one (1) part by volume of Portland cement and two (2) parts by volume of sand; ten per cent (10%) by volume of hydrated lime may be added. Mortar shall be mixed in clean mortar boxes. Only enough mortar shall be mixed for immediate use. Mortar which has attained initial set shall not be retempered.

4.12 Brick and Block Manhole Construction

Brick and block shall be laid on the concrete slab with a full bed of mortar one-half inch (1/2") thick. Bricks and blocks shall be thoroughly wetted immediately before laid. Bats shall not be used except for making closures. All joints on the inside of manholes shall be carefully struck with the point of the trowel. All refuse mortar shall be removed before it has had time to harden. Bricks and blocks shall be laid with three-eighths inch (3/8") mortar course thickness on full mortar bed. The outside walls of manholes shall be thoroughly and completely plastered with a coating of mortar at least one-half inch (1/2") thick. Manhole steps shall be installed where required. Water shall not be allowed to raise on the outside of walls for a period of twenty-four (24) hours and new work shall be protected against rain and direct rays of the sun. Any brick or block work that is not watertight or has been damaged shall be removed, replaced and properly pointed.

5.00 SERVICES

5.01 Definition

Services shall be defined as that part of the sanitary sewer drainage system beginning at a point on the lot side of curbs, or if no curb on the lot side of street side-ditches, or if no curb or street side-ditch then 5-feet on the lot side of the street pavement, and receiving the discharge from a sanitary building sewer, conveying it to the main sanitary sewer.

5.02 Service Construction

Services shall be of the size required to conduct maximum loads, except that the minimum size pipe shall be 6-inches in diameter. Service pipes shall be installed on a grade of not less than 1.0 percent, and shall include a wye or tee in the main sewer, 6-inch vitrified clay sewer pipe, and all necessary fittings and appurtenances. Pipe, joints, other materials and construction shall conform to the applicable provisions set out herein for sewers.

The open end of all services which are not immediately connected to sanitary building sewers shall be suitably closed and sealed with vitrified clay stoppers. At all stoppers and prior to backfilling, a vertical steel reinforcing bar or steel pipe, not less than 1/2 inch in diameter, shall be driven into the bottom of the trench, and shall extend to finish grade. This bar or pipe is to facilitate locating the end of the service pipe when desired.

All service wyes, tees, and the upstream end of service pipes shall be accurately located on the sewer design tracings, and shall be suitably dimensioned.

6.00 SANITARY BUILDING SEWER

6.01 Definition

The following definition for Sanitary Building Sewers is extracted from the Plumbing Rules and Regulations of the Administrative Building Council of Indiana:

The sanitary building sewer is that part of a building drainage system beginning three (3) feet from the outer face of outside building wall, and receiving only the discharge from sanitary building drains, and conveying it to the main sanitary sewer or other disposal terminal.

The "disposal terminal" mentioned above shall be interpreted as the "Service" as described in Section 5.00 herein.

6.02 Minimum Requirements

Sanitary building sewers shall comply with the applicable provisions of the Plumbing Rules and Regulations issued by the Administrative Building Council of Indiana, and to these Standard Specifications.

6.03 Minimum Size

Six-inch diameter pipe is referred as the minimum size of sanitary building sewer; however four-inch diameter pipe will be permitted. In any event, the pipe shall be of ample capacity to carry all anticipated loads, and shall not be smaller than required by the Plumbing Rules and Regulations.

6.04 Pipe

Sanitary building sewers shall be constructed of extra heavy cast iron pipe, vitrified clay sewer pipe (ASTM C-200), or asbestos cement sewer pipe (Class 1500). Fiber pipe will not be permitted.

6.05 Pipe Joints

Cast iron joints may be either calked or screw joints. Calked joints shall be firmly packed with oakum, or hemp, or other standard packing material and shall be secured only with pure lead not less than one (1) inch deep, well calked, and no paint, varnish or putty permitted until after the joint is tested.

Clay pipe joints shall be of the flexible compression type, conforming to the Standard Specifications of the American Society of Testing Materials, Serial Designation C425, Type I or Type III, and shall be Amvit, Wedge-Lock, Vitri-Seal, or approved equal.

Cement asbestos pipe joints shall be of the Ring-tite Coupling type or approved equal.

6.06 Construction

Except as otherwise specified in this section, construction of Sanitary building drains shall conform to the applicable provisions set out herein for sewers.

6.07 Storm and Ground Water

It is of particular importance that all rain water from roofs, streets and other areas, and ground water from foundation drains shall be excluded from the sanitary sewer system.

7.00 PUMPING STATIONS

7.01 General

Sewage will normally be conducted through sewers by gravity. In those instances where it is necessary to lift the sewage to a higher elevation, a sewage pumping station shall be constructed. Many types and designs of pumping stations are available. Generally, that type which will provide for continuous, reliable and efficient operation, meeting the approval of the Indiana State Board of Health, will be acceptable to the District. The requirements set out herein shall be used as a guide in design of lift stations, and approval will be based on detail designs submitted to the District.

7.02 Type

Sewage pumping stations should be of the dry well type, except that a submersible pumping station will be considered for areas supplying less than 50 homes. Pneumatic ejectors will be considered for only those applications where the reduced efficiency is of minor importance.

7.03 Flooding

Sewage pumping stations shall not be subject to flooding. Where located in an area that does flood features shall be added to protect the pump motor and control space from flood waters.

7.04 Separation

Wet and dry wells including their superstructures, shall be completely separated.

7.05 Pump Removal

Provision shall be made to facilitate removing pumps and motors.

7.06 Access

Suitable and safe means of access shall be provided to dry and wet wells.

7.07 Duplicate Pumps

At least two pumps or pneumatic ejectors shall be installed in each pumping station.

7.08 Alternation of Pumps

An approved type alternator shall be furnished for the pumps.

7.09 Pump Openings

Pumps should be capable of passing spheres of at least three inches in diameter, and pump suction and discharge openings should be at least four inches in diameter.

7.10 Priming

Pumps should be so placed that under normal operating conditions they will operate under positive suction head.

7.11 Electrical Equipment

Electrical equipment in enclosed places where gas may accumulate shall comply with the National Board of Fire Underwriters specifications for Hazardous conditions. (NEMA Type 7).

7.12 Intake

Each pump should have an individual intake. Wet well design should be such as to avoid turbulence near the intake.

AN ORDINANCE CONTROLLING PARKING.

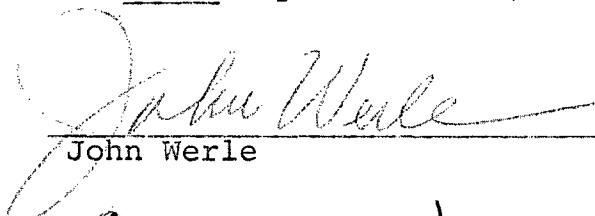
Be it ordained by the Town of Sellersburg, Indiana, that the following resolution controlling parking is hereby adopted:

Section 1. PARKING PROHIBITED AT ALL TIMES. No person, firm, or corporation shall park any vehicle upon the north side of East Utica Street between the intersections of Helbig Avenue and Railroad Street, upon the south side of East Utica Street between the intersections of Popp Avenue and Penn Street, and upon the south side of Penn Street between the intersections of East Utica Street and South Fern Street.

Section 2. PENALTY. Any person, firm, or corporation violating the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined in any sum not less than One Dollar (\$1.00) nor more than Ten Dollars (\$10.00).

Section 3. EFFECTIVE DATE. This ordinance shall be effective November 15, 1966.

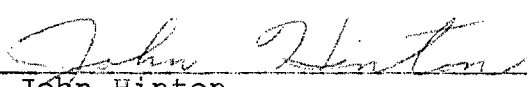
PASSED by the Board of Trustees of the Town of Sellersburg, Indiana, in regular session on this 25th day of October, 1966.



John Werle



Charles Hostettler



John Hinton

ATTEST:



H. Robert Diedrich
Clerk-Treasurer