Utility Service Board Policy

Water Main Extensions
February 27, 1996

Whereas, the Water Utility must install mains and appurtenances to serve new customers and improve the water distribution system as needed, and,

Whereas, the cost of installation of these mains should be borne by those who would benefit from the installation, and,

Whereas, the Utility does derive a benefit from improved flows and greater sales within its system with a proper main extension program.

Now Therefore,

BE IT ORDAINED BY THE UTILITY SERVICE BOARD OF THE CITY OF BATESVILLE, INDIANA THAT,

1. The cost of new main extensions installed by the Water Utility will be repaid by the customers using those mains for their water service for any mains installed after the date this Policy is approved.

2. The cost of new mains will be refunded to the Utility by a increased user charge to be set by Batesville City Council at four (4) times the regular water rates for consumption of water within the City.

3. These higher rates will remain in effect for ten (10) years or until the main installation cost has been repaid by the users of that main.

4. In order that the Utility may extend mains only for potential customers that actually desire water service at the time of the extension a three (3) year Service Agreement must be signed by those customers originally desiring water service. The monthly charge of this agreement will be set at the Utilities' minimum water charge of Four Hundred (400) Cubic Feet at the rate listed in Item number 2.

5. The number of the initial Service Agreements that must be in place before construction can commence will be set at the number of customers whose estimated consumptions will result in the repayment of a main within ten (10) years.

6. All mains installed by the Utility shall have a residential tap-in fee based on 1/2 the current cost of 100' of 6" main with appurtenances, this amount to be reviewed by the Board as needed, the amount set as of this date is $400.00. The amount of fees paid on any main segment will be added to the user fees collected for calculation of the repayment of the main installation.

7. Multi-family, commercial, and industrial users shall pay a tap-in fee based on their frontage on the main and 1/2 the mains actual per foot cost of installation for that frontage if the main to be tapped is less than ten years old.

8. Mains installed by a developer will be exempt from any tap-in fees.

9. Service outside the then current City Limits of the City of Batesville can be provided only if the prospective customer signs a waiver stating that they will not protest a future annexation of their property by the City if the City Council decides that such annexation is in the interest of all of the Citizens of Batesville.

PASSED, ORDAINED, AND ESTABLISHED BY THE UTILITY SERVICE BOARD OF THE CITY OF BATESVILLE, INDIANA, ON THIS ___ DAY OF
1996.

_____
Board Chairman

ATTEST: _____
Secretary

SERVICE AGREEMENT

Know all persons by this Service Agreement that real-estate property owners _____ (Names of Husband and Wife) have agreed to pay the City of Batesville Water Utility a minimum monthly water bill at the new main installation rate of four (4) times the regular City User Rate for a period of Three (3) years from the date the water service is available for use. If the above individuals should sell their real estate, or move to a location off of this main extension, before the expiration of the Three (3) years and if no arrangements have been made for payment of the balance, or transfer of this agreement to the new owners or renters the above owners shall be bound by this agreement and shall be obligated to pay the monthly minimums until the Three (3) years shall have expired.

If said property owners fail to make the payments referred to above while the City shall have the right to collect said sums from the property owners, the lien rights created by this agreement in favor of the City shall automatically terminate three (3) years from the date of this agreement.

The recorder will please record this Agreement in the Miscellaneous Records.
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In Witness Whereof, real estate property owners have hereunto set

their hands and seals, this____ day of _____, 20__.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County, this ____ day of _, 20 __, came _____ who, having been duly sworn stated the representations in this Memorandum of Agreement are true, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission Expires:
Notary Public

Printed:

Residing in_____County, In.

This Instrument Prepared By: Batesville Water and Gas Utility