

AN ORDINANCE OF THE CITY OF SMITHS GROVE PASSED AT THE REGULAR ADJOURN
MEETING OF THE BOARD OF TRUSTEES ON July 8, 1944, and PUBLISHED BY PO
ING THREE ATTESTED COPIES OF SAME ON JULY 10, 1944.

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AN ORDINANCE PROVIDING FOR THE SALE OF A FRANCHISE OR PRIVILEGE TO
CONSTRUCT, LAY, MAINTAIN, OPERATE, REPAIR, and REMOVE WATER MAINS,
WATER PIPES AND CONNECTIONS FOR THE PURPOSE OF TRANSPORTING, DISTRI-
BUTING AND SELLING WATER FOR PUBLIC AND PRIVATE USE ALONG, OVER,
UNDER AND ACROSS THE PUBLIC STREETS, AVENUES, LANES, ALLEYS AND
PUBLIC GROUNDS AND TO OPERATE A SYSTEM OF WATER WORKS IN THE TOWN
OF SMITHS GROVE IN WARREN COUNTY, KENTUCKY, FOR A PERIOD OF
TWENTY YEARS.

THE BOARD OF TRUSTEES OF THE TOWN OF SMITHS GROVE, KENTUCKY, DO ORDAIN
AS FOLLOWS:

That the right and privilege to use the public streets, avenues, lanes,
alleys and public grounds within the corporate limits of the Town of Smiths
Grove for the purpose of constructing, laying, maintaining, operating, altering,
repairing and removing water mains, pipes, pipe lines and connections through
which to transport, distribute and sell water for public and private use in and
near the town of Smiths Grove and to own and operate a system of water works in
the exercise of the rights and privileges herein granted for a period of 20 years
be duly advertised for sale publicly to the highest and best bidder with the town
reserving the right to reject any and all bids, but the right and privilege
granted shall not be exclusive for any part of such period of time. The sale
shall be made for cash in hand at date of sale. The amount paid shall be re-
turned to the successful bidder in case the sale is not confirmed and ratified
by the Board of Trustees, and the sale shall be subject to confirmation and
ratification, or rejection, by said Board of Trustees. The sale of the franchise
herein contemplated shall be made by the Clerk of the Town of Smiths Grove, who
is hereby commissioned to duly advertise said right and privilege and sale by
posting for at least five days before sale printed notices of same in three pub-
lic places in the corporate limits of Smiths Grove on which day, between the hours
of 3:00 o'clock and 4:00 o'clock in the afternoon he shall at the front door of
the Deposit Bank of Smiths Grove in Smiths Grove, Kentucky, offer at public out-
cry to the highest and best bidder for cash in hand or certified check the fran-
chise, right and privilege hereinabove described to be advertised, and offered for

sale, upon the terms and conditions hereinafter specifically set forth, and shall submit his report thereof in writing to the said Board of Trustees of the Town of Smiths Grove, Kentucky.

The terms and conditions of the franchise, right and privilege so to be advertised and offered for sale, and to be granted in the event the sale thereof is ratified by the Board of Trustees shall be as follows:

Section 1. The purchaser, his, her or its associates, successors or assigns, shall have the franchise, privilege, right and power to open the streets, avenues, alleys, lanes and public grounds within the corporate limits and to introduce, construct, lay, maintain, operate, repair and remove water mains and pipes and their connections together with meters along, over, under, across, in and upon the streets, avenues, alleys, lanes and public grounds necessary or convenient for the purpose of transporting, conveying, distributing and selling water for public and private use about, in and near the town of Smiths Grove for the term of 20 years from and after the date of sale, confirmation and ratification thereof under the restrictions and subject to the provisions hereinafter contained, and this franchise shall not be exclusive.

Section 2. All excavations made by the purchaser, his, her or its associates, successors or assigns, for the introduction, maintenance, repair, upkeep or removal of such water mains, water pipes and other appliances shall be made with the least practicable inconvenience to the public or individuals and with reasonable dispatch and shall be properly protected at night to avoid danger, and all damage to streets, sidewalks or other public property by such excavations shall be repaired by the purchaser, his, her or its associates, successors or assigns, at their own proper cost and without unnecessary delay. If the purchaser, his, her or its associates, successors or assigns, shall fail and neglect to remove all obstructions caused by them or shall fail to make the necessary repairs within a

reasonable time the town, may, after reasonable notice, remove or repair the same at the cost of owner of this franchise, and the purchaser, his, her or its associates, successors or assigns, shall be responsible for all injuries, or damages, to persons or property occasioned by want of care in opening or keeping, closing or repairing, or in any other manner unnecessarily or carelessly obstructing said streets, avenues, lanes, or public grounds for the purpose aforesaid.

Section 3. All water mains, water pipes and appliances shall be so constructed, laid, placed and maintained as not in any manner to interfere with the drainage of the town, and the right shall be reserved by the town for the city engineer or some one designated by the Board of Trustees to designate at what distance from the curb line the mains, pipes and appliances shall be placed, and the water mains and water pipes or such portions thereof as may be designated by the city engineer or some one designated by the Board of Trustees shall be buried, and all work shall be subject to approval of the city engineer or some one designated by the Board of Trustees, in the carrying out of extensions of existing lines or in burying new lines over routes and courses other than those now in use.

Section 4. The purchaser, his, her or its associates, successors or assigns, as a condition of the exercise of the franchise, rights, privileges and powers granted herein or any of them shall furnish water for public or private use to the town and its inhabitants without discrimination within any class of customers and the price to be charged under this franchise shall be as follows:

For each hydrant \$4.50 per quarter with a permitted use of 4500 gallons;

For each kitchen sink \$6.00 per quarter with a permitted use of 6000 gallons;

For each bath, kitchen sink and lavatory, wash basin and hydrant \$8.25 per quarter with a permitted use of 8000 gallons, and

For each lavatory and hydrant \$6.00 per quarter with a permitted use of 6000 gallons.

The above rates are minimum rates for the specified amounts of water set out above, and water used above each minimum allowance shall be charged for at the rate

of 50¢ per quarter for each 1000 additional gallons. There shall be no limit to the amount of water used by the customer so long as there is no shortage of water in wells after applying to the holder and owner of the franchise for unlimited use of water and receiving a permit for such unlimited use. A permit for the privilege of using water for sprinkling purposes or other outdoor uses shall be granted by the one operating under this franchise upon application for such use so long as there is no shortage of water available for use generally, but the one operating under this franchise shall have the right to refuse an application for increased use of water subject to rejection by the Board of Trustees, and its decision on such allowance or refusal shall be final.

Section 5. The Board of Trustees of the Town of Smiths Grove and the purchaser of this franchise recognize the right under the existing law of Kentucky for the rates provided for herein to be changed by the Public Service Commission of Kentucky under the procedure prescribed for its action and the necessity of its issuance of a "Certificate of Convenience and Necessity" for sale of this franchise.

Section 6. The grantee of this franchise, his, her or its associates, successors or assigns, shall have the right to remove all water mains, water pipes, connections, appliances and other property of any description whatever from the streets, avenues, lanes, alleys, and ways and public grounds of Smiths Grove within a reasonable time after the expiration of this franchise and after it ceases to render to the public and to private individuals generally of Smiths Grove and the nearby territory the distribution and sale of water for which this franchise is granted.

Section 7. The purchaser of this franchise, his, her or its associates, successors or assigns, shall have the power to make all reasonable and needful rules and regulations for the collection of revenues arising from the operation of a system of water works and for preventing unnecessary waste of its water and proper

preservation of its supply of water in such manner as appears best in serving its water users.

Section 8. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, and this ordinance shall be in full force and effect from and after its final passage and after its endorsement and approval by the Chairman of the Board of Trustees duly attested by the Clerk of the Board of Trustees and posted as written above in three public places in the town of Smiths Grove.

Approved on this July 8, 1944.

J. B. Heen
Chairman, Board of Trustees.

ATTEST:

O. N. Butler
Clerk.

Introduced and read at regular meeting of Board of Trustees on the first Monday night in July, July 3, 1944.

O. N. Butler
Clerk.

Passed at a regular adjourned meeting of the Board of Trustees on July 8, 1944.

O. N. Butler
Clerk.

Published by posting three attested copies of the foregoing ordinance in three public places within the corporate limits of the Town of Smiths Grove, Kentucky, to-wit: Cook's Hazelis Bldg., Lehman Bank, and Cook's Adv. Store on this July 10, 1944.

O. N. Butler
Clerk.