

Died for lack of motion  
on 3rd. reading July 20, 2015

**AN ORDINANCE GRANTING TO VECTREN ENERGY DELIVERY OF OHIO, INC. AND INDIANA GAS COMPANY, AS TENANTS IN COMMON, THEIR SUCCESSORS AND ASSIGNS, A GAS FRANCHISE IN THE VILLAGE OF RUSSELLS POINT, STATE OF OHIO, FOR A PERIOD OF TWENTY-FIVE (25) YEARS, AUTOMATICALLY RENEWING FOR ADDITIONAL PERIODS OF FIVE (5) YEARS UNLESS NOTICE IS GIVEN, COMMENCING ON THE EFFECTIVE DATE OF THIS ORDINANCE**

**WHEREAS**, it is necessary to adopt an ordinance granting Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common, their successors and assigns, a gas franchise allowing the right and privilege of transacting business with the Village of Russells Point.

**NOW, THEREFORE, BE IT ORDAINED**, by the Council of the Village of Russells Point, Ohio:

**SECTION I:** Subject to the terms and conditions hereof, Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common ("the Company"), their successors and assigns, are granted the right and privilege for the period of twenty-five (25) years, commencing on the effective date of this ordinance, to do, carry on and transact in the Village of Russells Point (the "Municipality") including any area annexed thereto, the authorized business of the Company, including the business of supplying natural gas to the Municipality and its inhabitants for the purposes for which natural gas is now or may hereafter be used, and to that end to enter upon and in, use and occupy the streets, alleys, avenues, public places and ways of the Municipality to install, maintain and operate all necessary and proper lines, equipment and devices for carrying on its business pursuant to the terms and conditions listed herein. The rights granted to the Company pursuant to this Ordinance shall automatically renew for five (5) year periods. The Municipality may terminate this agreement by providing two (2) years notice of its intent to terminate any time after the twenty-third (23) year.

This grant shall apply to all such lines, equipment and devices used or useful for the aforesaid purposes, which are now owned by the Company in said Municipality, and to such as hereafter may be installed, placed or erected by the Company.

**SECTION II:** The Company's Natural Gas Service General Service Rules and Regulations filed with and approved by The Public Utilities Commission of Ohio currently in effect, and as may be amended from time to time pursuant to the authority of The Public Utilities Commission of Ohio, shall apply to and shall control the furnishing of natural gas services pursuant to this franchise.

**SECTION III:** Upon the installation, removal or relocation of any such lines, equipment and devices, the surface of each street or public way, which may have been disturbed or broken, shall be replaced in good and workmanlike condition by the Company.

**SECTION IV:** Nothing in this ordinance shall be construed as granting to the Company an exclusive right or privilege.

**SECTION V:** Upon request of the Municipality made no later than November 1st of each calendar year, under this franchise, the Company agrees to file with the Municipality a Construction and Major Maintenance Plan ("Plan"), in a format mutually agreeable to the Municipality and the Company, that includes the Company's currently scheduled and/or anticipated construction or major maintenance projects for the next calendar year located within the geographical boundaries of the Municipality. Said Plan shall be filed on or before January 15th of the calendar year for which the Plan is applicable or on another mutually agreeable date.

**SECTION VI:** The Company recognizes that it owns numerous facilities and real property within the Municipality and recognizes its commitment to maintain these facilities in a manner befitting the surrounding environment of each facility.

✓ **SECTION VII:** Upon request of the Municipality but not more than once annually, the Company shall provide to the Municipality in the most advanced mapping format and in as much detail as currently available to the Company, maps covering the location of all of the Company's natural gas facilities located within the public rights of way within the Municipality.

**SECTION VIII:** Prior to the commencement of any construction activity by the Company within the public rights of way that requires a permit and otherwise is not exempted by this franchise, the Company agrees to take all reasonable steps to secure all applicable permits from the Municipality. The Municipality may impose reasonable conditions upon the issuance of any permit and the performance of the Company thereunder to protect the public health, safety and welfare of its constituents.

**SECTION IX:** The Company shall not be required to secure a permit for construction activity required as a result of any condition involving Company natural gas facilities located within the public rights of way, that poses a clear and immediate danger to life, health or safety to any person or a significant loss of real or personal property (an "Emergency"). Company shall notify the Municipality as soon as reasonably possible upon learning of any event regarding Company natural gas facilities located within the public rights of way that the Company considers to be an Emergency. The Company agrees to restore the impacted public rights of way to its pre-Emergency condition or functional equivalent as soon as practicable after the Emergency ends.

**SECTION XX:** The Company, upon request by the Municipality, shall remove, adjust or relocate any and all natural gas pipes, main, service pipes, conduits, valve, drips, curb boxes, manholes, vaults, regulators, or any other natural gas devices or appliances located within the public rights of way at no cost to the Municipality when such removal, adjustment or relocation is requested to accommodate a municipal improvement involving streets, alleys, avenues, public places and ways of the Municipality .

**SECTION XI:** This Ordinance shall be accepted by the Company in writing within sixty (60) days after the effective date hereof, and upon such acceptance filed with the Village Clerk, this Ordinance shall be and constitute a contract between the Municipality and the Company for the uses and purposes herein provided.

**SECTION XII:** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council and that all deliberations of this Council, and any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of the Ohio Revised Code.

**SECTION XIII:** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the Village of Russells Point in order to enter into the agreement with the Logan County Engineer in time for mowing to enhance safety on the roadways for Village residents at the earliest possible time. This Resolution shall go into immediate effect provided that it receives a two thirds vote of all members of Village Council.

**SECTION XIV:** This ordinance shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
John Huffman  
President Pro Tem of Council

\_\_\_\_\_  
Robin Reames  
Mayor

Attested: \_\_\_\_\_  
Jeff Weidner  
Fiscal Officer

Approved as to form  
Robert N. Eshenbaugh Jr.  
Village Solicitor

Ordinance died for lack of motion on  
the third reading July 20, 2015