

Ordinance 05-27

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WESTFIELD CONCERNING RATES, CHARGES AND POLICIES FOR BULK WATER SALES

WHEREAS, the Town of Westfield, Indiana (the "Town") is governed by the Town Council (the "Council"); and

WHEREAS, the Town owns and operates a water utility through its Department of Public Works (the "Department"); and

WHEREAS, the Council has the authority to establish rates and charges for water utility service;

WHEREAS, the Town, through the Department, has in the past sold water in bulk upon certain terms and conditions to customers of the Town's water utility; and

WHEREAS, the Town has examined the rates and charges it applies to such bulk water sales; and

WHEREAS, as a result of the Town's examination, the Town has determined that the Town's rates and charges for bulk water sales should be adjusted; and

WHEREAS, the Council has determined that it would be in the best interests of the Town if the rates and charges for bulk water sales were adjusted; and

WHEREAS, the Town has consulted with its financial advisor and finds that the rates and charges contemplated hereby are reasonable, non-discriminatory and just; and

WHEREAS, the Town desires to adopt new rates, charges and policies for such bulk water sales;

NOW THEREFORE BE IT ORDAINED, by the Town Council of the Town of Westfield, meeting in regular session, that:

Section 1. The following rates and charges are hereby established by the Council for bulk water sales:

Account Set Up Charge:	\$50.00
Trip Charge:	\$15.00 each time a separate connection is made
Volume Charge:	To be based on the Town's then-current rates for water service
Bad Check Charge:	The charge for bad checks shall be the Town's then-current charges for bad checks
Late Charge:	Westfield's then-current late charge

Section 2. The Council hereby authorizes the Department to enter into Bulk Water Sales Agreements that are substantially similar in form to that attached hereto as **Exhibit A**.

Section 3. The actions of the Town and Department staff working under the provisions of this Ordinance are to be deemed in accordance with Town policy.

Section 4. Any current Town or Department policy in effect contrary to the provisions of this Ordinance shall be deemed void. Any portion of this Ordinance that may later be deemed invalid shall not affect the remaining provisions.

Section 5. This Ordinance shall become effective upon its adoption and proper publication in accordance with Indiana law. All ordinances or parts thereof in conflict herewith are hereby ordered repealed.

ALL OF WHICH IS ORDAINED this 10 day of Oct, 2005.

WESTFIELD TOWN COUNCIL

Voting For

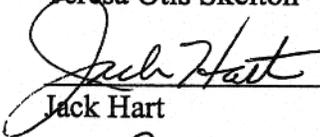
Voting Against

Abstain

Teresa Otis Skelton

Teresa Otis Skelton

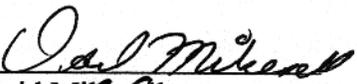
Teresa Otis Skelton



Jack Hart

Jack Hart

Jack Hart



David Mikesell

David Mikesell

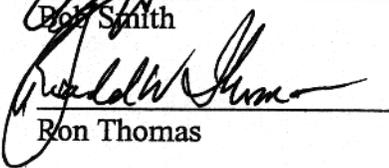
David Mikesell



Bob Smith

Bob Smith

Bob Smith



Ron Thomas

Ron Thomas

Ron Thomas

ATTEST:



Clerk-Treasurer, Cindy Gossard

This ordinance prepared by
David McGimpsey, Bingham and McHale Law Offices



Bulk Water Sales Agreement

CUSTOMER _____
ADDRESS _____
CITY _____
STATE _____ ZIP _____
PHONE _____

METER # _____

DATE _____

The customer listed above (the "Customer") has requested to purchase bulk water from the Town of Westfield's Department of Public Works ("Westfield"). Westfield agrees to sell water to Customer in bulk upon the terms and conditions of this Bulk Water Sales Agreement (this "Agreement"). The sole delivery point for bulk water sales is at Westfield's hydrant located at 2706 E. 171st St., Westfield, IN 46074 (the "Delivery Point"). Bulk water sales shall occur only during business hours (8 am to 4:30 pm, M-F) at the Delivery Point. Westfield reserves the right to refuse bulk water sales if in its sole discretion the sale of bulk water would harm Westfield's water system.

The following schedule of rates and charges apply to this Agreement.

- a. Account Set Up Fee: Fifty Dollars (\$50.00);
- b. Trip Charge (charged each time a separate and independent connection at the Delivery Point is made): Fifteen Dollars (\$15.00);
- c. Volume Charge: The charge for water that is in effect at the time of the trip
- d. Bad Check Charge: The charge for bad checks shall be Westfield's then-current charge for bad checks
- e. Late Charge: Westfield's then-current late charge

Westfield shall bill Customer monthly for water purchased under this Agreement. Attachment A hereto shall be used to calculate the water purchased by Customer each month. Customer shall pay the bill rendered by Westfield within 17 days after issuance or be subject to the Late Charge.

The term of this Agreement is for one (1) year after the date of execution. Customer may renew this Agreement for additional one (1) year terms upon notice to Westfield prior to the termination of the then-current term. Westfield may terminate this Agreement upon notice to Customer.

"WESTFIELD"

By: _____
_____, _____

"CUSTOMER"

By: _____
_____, _____

