

TOWN OF SPICELAND
ORDINANCE NO. 2026-10
AN ORDINANCE OF THE TOWN OF SPICELAND REGULATING THE INSTALLATION,
MAINTENANCE, AND REPAIR OF FIBER OPTIC INFRASTRUCTURE BY PRIVATE
COMPANIES IN THE PUBLIC RIGHTS-OF-WAY

SECTION 1. TITLE

This Ordinance shall be known and may be cited as the "Fiber Optic Infrastructure Right-of-Way Management Ordinance of the Town of Spiceland."

SECTION 2. AUTHORITY

This Ordinance is adopted pursuant to the Town of Spiceland's authority to manage public rights-of-way and require fair and reasonable compensation from telecommunications providers on a competitively neutral and nondiscriminatory basis for use of public rights-of-way. 47 U.S.C. § 253 The Town retains full authority to manage its public rights-of-way and to impose requirements necessary to protect public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers. 47 U.S.C. § 253.

SECTION 3. PURPOSE AND INTENT

The purpose of this Ordinance is to:

1. Establish uniform standards and procedures for the installation, maintenance, and repair of fiber optic infrastructure by private telecommunications companies within the Town of Spiceland's public rights-of-way;
2. Protect the public health, safety, and welfare of the Town's residents and users of the public rights-of-way;
3. Minimize disruption to public rights-of-way, including roads, sidewalks, and other public infrastructure;
4. Ensure prompt restoration of disturbed areas to their original condition
5. Protect existing utilities and infrastructure from damage;
6. Ensure fair and reasonable compensation to the Town for use of public property on a competitively neutral and nondiscriminatory basis; 47 U.S.C. § 253
7. Establish clear accountability for damages and ensure adequate financial security for restoration obligations; and
8. Provide residents with appropriate protections and warranties for fiber optic services and installation.

SECTION 4. DEFINITIONS

As used in this Ordinance, the following terms shall have the meanings set forth below:

Applicant means any Person or Telecommunications Company that submits an application for a Permit under this Ordinance.

Bond means a surety bond, letter of credit, or other financial security acceptable to the Town in a form and amount specified by this Ordinance.

Fiber Optic Infrastructure means all equipment, facilities, cables, conduits, pedestals, terminal boxes, splice enclosures, and other structures and appurtenances used or intended to be used to provide telecommunications services via fiber optic technology.

Ground Disturbance means any excavation, trenching, boring, plowing, or other work that disturbs the surface or subsurface of any Right-of-Way, including but not limited to excavation for installation, maintenance, or repair of Fiber Optic Infrastructure.

Lawn means any grassed area, landscaped area, or vegetated surface within the Right-of-Way or on private property affected by Permitted Work.

Permit means a written authorization issued by the Town Superintendent or designee allowing an Applicant to conduct Permitted Work within the Town's Rights-of-Way.

Permitted Work means any installation, maintenance, repair, or modification of Fiber Optic Infrastructure authorized by a Permit issued pursuant to this Ordinance.

Person means any individual, corporation, partnership, limited liability company, association, or other legal entity.

Right-of-Way or ROW means the surface, the airspace above the surface, and the area below the surface of any public street, road, highway, alley, sidewalk, bike path, public utility easement, or other public way within the Town of Spiceland over which the Town exercises control or jurisdiction.

Telecommunications Company means any entity that provides telecommunications services as defined under applicable federal and state law, including but not limited to any cable operator, telecommunications carrier, or provider of telecommunications services that installs or maintains Fiber Optic Infrastructure. In This Case New Lisbon Broadband and Communications, LLC.

Town means the Town of Spiceland.

Town Superintendent means the Town Superintendent of the Town of Spiceland or his or her designee.

Utility Box means any above-ground or below-ground cabinet, pedestal, terminal, enclosure, or similar structure used in connection with Fiber Optic Infrastructure.

Water Main means any pipe, conduit, or appurtenance used for the transmission or distribution of water and owned, operated, or maintained by the Town or a water utility serving the Town.

SECTION 5. PERMIT REQUIRED

5.1 General Requirement

No Person shall install, maintain, repair, modify, or remove Fiber Optic Infrastructure within any Right-of-Way within the Town of Spiceland without first obtaining a valid Permit from the Town superintendent.

5.2 Separate Permits

A Permit shall be required for the defined entire work location or entire project. The Town superintendent will authorize a master Permit for phased work or multiple locations within a defined project area.

5.3 Permit Not Transferable

Permits issued under this Ordinance are not transferable or assignable without the prior written consent of the Town superintendent.

SECTION 6. APPLICATION PROCESS

6.1 Application Submission

Any Applicant seeking a Permit shall submit a complete application to the Town superintendent on forms prescribed by the Town. Applications shall be submitted not less than thirty (30) calendar days prior to the proposed commencement of Permitted Work, except in the case of emergency repairs as provided in Section 14 of this Ordinance.

6.2 Application Contents

Each application shall include the following information and documentation:

1. The legal name, address, telephone number, and email address of the Applicant;
2. The name, address, telephone number, and email address of the Applicant's designated representative responsible for the Permitted Work;
3. A detailed description of the Permitted Work to be performed, including the type, scope, and purpose of the work;
4. Detailed construction plans, drawn to scale, showing:
 1. The specific location and route of all proposed Fiber Optic Infrastructure that is subject to change due to unknown factors;
2. The method of installation (e.g., trenching, directional boring, plowing);
3. Restoration plans for all disturbed areas; and
5. A proposed schedule for commencement and completion of the Permitted Work;

6.3 Review and Approval

1. The Town superintendent shall review the entire project within 2 business days of completion.
2. The Town superintendent may approve, approve with conditions, or deny any application. Approval may be conditioned upon such modifications, restrictions, or requirements as the Town superintendent deems necessary to protect the public health, safety, and welfare and to comply with this Ordinance.
3. The Town superintendent shall provide written notice of approval, conditional approval, or denial to the Applicant. Any denial shall specify the reasons for denial.
4. If an application is denied, the Applicant may submit a revised application addressing the deficiencies identified by the Town superintendent.

SECTION 7. FEES

7.1 Application Fee

Each application submitted under this Ordinance shall be accompanied by a non-refundable application fee of \$1,000.00, which shall be used to defray the Town's administrative costs of reviewing and processing the application.

7.2 Payment

All fees shall be paid prior to commencement of Permitted Work unless otherwise specified in the Permit. Failure to pay any required fee shall be grounds for revocation of the Permit.

SECTION 8. INSURANCE REQUIREMENTS

8.1 General Liability Insurance

Each Applicant shall obtain and maintain, at its own expense, commercial general liability insurance covering bodily injury, property damage, and contractual liability arising from or related to the Permitted Work and the Applicant's use of the Rights-of-Way.

SECTION 10. NOTIFICATION REQUIREMENTS

10.1 Pre-Construction Notice

Not less than forty-eight (48) hours prior to commencement of any Permitted Work, the Applicant shall provide notice to:

1. The Town superintendent.

The notice shall include the nature and scope of the work, the anticipated schedule, and contact information for the Applicant's representative.

10.2 Notice of Repair Work

For any repair or maintenance work affecting Fiber Optic Infrastructure previously installed under a Permit, the Telecommunications Company shall provide notice to the Town superintendent not less than forty-eight (48) hours prior to commencement of such repair or maintenance work, except in the case of emergency repairs. The notice shall describe the nature of the repair or maintenance, the location, and the anticipated duration of the work.

10.3 Emergency Notification

In the case of emergency repairs necessary to restore service or address an immediate threat to public health or safety, the Telecommunications Company shall notify the Town superintendent by telephone or email as soon as practicable, but in no event later than two (2) hours after commencement of emergency work.

10.4 Notice of Completion

Within 24 hours following completion of the project, the Applicant shall contact the town superintendent

10.5 Notice of Incidents

The Applicant shall immediately notify the Town superintendent of any damage to Town property, utilities, or infrastructure, any injury to persons, or any other incident arising from or related to the Permitted Work.

SECTION 11. UTILITY BOX REQUIREMENTS

11.1 Location and Placement

1. Utility Boxes shall be located so as to minimize interference with pedestrian and vehicular traffic, drainage, access to adjacent properties, and other uses of the Rights-of-Way.
2. Utility Boxes shall not obstruct sidewalks, crosswalks, driveways, fire hydrants, street signs, or other public facilities.

11.2 Design and Appearance

1. Utility Boxes shall be constructed of durable, weather-resistant materials.
2. Utility Boxes shall bear the name of the Telecommunications Company owning or operating the equipment.

11.4 Maintenance

Utility Boxes shall be maintained in good condition and repair at all times. The Telecommunications Company shall promptly repair or replace damaged or deteriorated boxes

SECTION 12. TIMELINE FOR GROUND DISTURBANCE

12.1 Maximum Duration

Ground Disturbance in any single location or segment of Right-of-Way shall not exceed fourteen (14) consecutive calendar days, except as provided in Section 12.2 below.

12.2 Extension

The Town superintendent may grant an extension of the fourteen (14) day limit upon written request by the Applicant demonstrating good cause, including but not limited to:

1. Unforeseen subsurface conditions;
2. Delays caused by weather or other circumstances beyond the Applicant's control;
3. Discovery of unmarked utilities or hazardous materials; or
4. Other extraordinary circumstances.

Any extension shall be granted in writing and shall specify the length of the extension and any additional conditions.

12.3 Prompt Restoration

The Applicant shall minimize the duration of Ground Disturbance and shall complete backfilling, compaction, and temporary restoration of disturbed areas as promptly as practicable to allow safe use of the Right-of-Way.

12.4 Work Hours

Unless otherwise authorized by the Town superintendent, all Ground Disturbance activities shall be conducted during the following hours: 7:00 A.M. TO 7:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS. Work outside of these hours may be permitted for emergency repairs.

SECTION 13. RESTORATION AND REPAIR REQUIREMENTS

13.1 General Restoration Obligation

The Applicant shall restore all disturbed areas within the Rights-of-Way and on private property to their original condition as soon as practicable following completion of Permitted Work, and in accordance with the timelines and standards set forth in this Section.

13.2 Lawn Restoration and Repair

1. **Timeline for Lawn Repair: The Applicant shall complete all Lawn restoration, including final grading and seeding within thirty (30) calendar days following backfilling and compaction of any Ground Disturbance affecting a Lawn area.**
2. **Restoration Standards:** Lawn areas shall be restored by:
 1. Removing all construction debris and materials;
 2. Grading the surface to match the existing grade and contours;
 3. Replacing topsoil to a depth equal to that which existed prior to disturbance;
 4. Applying straw, erosion control measures

13.3 Sidewalk Repair

1. **Liability for Sidewalk Damage: The Applicant shall be solely responsible for the repair and restoration of any sidewalk, curb, gutter, or pedestrian path damaged as a result of the Permitted Work.**
2. **Repair Standards:** Damaged sidewalks shall be repaired or replaced in accordance with Town standards and specifications. Repairs shall match the existing materials, dimensions, and finish. Partial repairs shall be saw-cut to provide clean, uniform edges.
3. **Timeline for Sidewalk Repair: All sidewalk repairs shall be completed within thirty (30) calendar days following completion of the Permitted Work that caused the damage.**
4. **Temporary Barricades:** Until sidewalk repairs are completed, the Applicant shall install and maintain adequate barricades, warning signs, and pedestrian detours to ensure public safety.

13.4 Road and Pavement Repair

1. **Liability for Road Damage:** The Applicant shall be solely responsible for the repair and restoration of any road, street, pavement, or paved surface damaged as a result of the Permitted Work, including but not limited to damage caused by:
 1. Excavation, trenching, or boring;
 2. Subsidence or settlement of backfilled areas;
 3. Bumps, raised spots, or irregularities in the pavement surface caused by Fiber Optic Infrastructure or installation methods; or
 4. Any other condition attributable to the Permitted Work.
2. **Repair Standards:** Road and pavement repairs shall be performed in accordance with Town standards and

specifications, and shall include:

1. Full-depth removal and replacement of pavement in excavated areas, extending a minimum of SIX (6) INCHES beyond the edges of the excavation;
 2. Proper compaction of base and subbase materials to prevent settlement;
 3. Application of tack coat and pavement matching the existing pavement type, thickness, and grade;
 4. Restoration of pavement markings, including lane striping, crosswalks, and other markings; and
 5. Any additional work necessary to ensure a smooth, uniform, and safe pavement surface.
3. **Repair of Bumps and Raised Spots: If, at any time within one 1 year following completion of Permitted Work, the Town superintendent determines that bumps, raised spots, depressions, or other pavement irregularities have developed as a result of Fiber Optic Infrastructure or the Permitted Work, the Telecommunications Company shall, within thirty (30) calendar days of receiving written notice from the Town, repair or replace the affected pavement to eliminate such irregularities.**
 4. **Timeline for Road Repair:** All road and pavement repairs required under this Section shall be completed within thirty (30) calendar days following the completion of Permitted Work, or within such other time as specified by the Town superintendent. Emergency or temporary repairs to restore safe travel conditions shall be completed immediately.

13.5 Utility and Infrastructure Protection

1. **Duty to Protect:** The Applicant shall take all necessary precautions to protect existing utilities and infrastructure during Permitted Work, including but not limited to water mains, sewer lines, stormwater systems, gas lines, electric lines, telephone lines, and cable lines.
2. **Locate Requirements:** Prior to any Ground Disturbance, the Applicant shall contact Indiana 811 and obtain utility locates for all underground utilities in the work area. The Applicant shall comply with all applicable utility locating requirements under state and local law.
3. **Liability for Water Main Damage:** The Applicant shall be solely and fully responsible for any and all damages caused by the Permitted Work to any Water Main or water system infrastructure, including but not limited to:
 1. Costs of emergency repairs and service restoration;
 2. Costs of permanent repairs and replacement of damaged facilities;
 3. Water loss and service interruption costs;
 4. Damage to property caused by water main breaks or leaks; and
 5. Any fines, penalties, or costs imposed by regulatory agencies.
6. Notwithstanding the foregoing, the assessment of any fines, penalties, repair costs, or other charges against the Applicant shall be contingent upon the accuracy and completeness of the applicable utility locates. If an inaccurate or incomplete utility locate causes or contributes to damage to a Water Main or other water system infrastructure, the Applicant shall not be fined, billed, or held responsible for repair or restoration costs attributable to the inaccurate or incomplete locate.
4. **Immediate Response to Utility Damage:** In the event of any damage to a Water Main or other utility during Permitted Work, the Applicant shall:
 1. Immediately cease work in the affected area;
 2. Immediately notify the Town superintendent, the affected utility owner, and emergency services, as appropriate;
 3. Take all necessary measures to protect public health and safety and minimize further damage; and
 4. Fully cooperate with the Town and utility owners in effecting repairs.
5. **Reimbursement: Provided that the utility locate for the damaged facility was timely completed and accurate, the Applicant shall reimburse the Town and any affected utility owner for all costs incurred in repairing damage caused by the Permitted Work, including labor, materials, equipment, engineering, inspection, and administrative costs. The Applicant shall have no reimbursement obligation when the applicable utility locate was not completed, was inaccurate or incomplete, or failed to identify or accurately mark the damaged facility, and such failure caused or contributed to the damage. Any reimbursement due under this section shall be made within thirty (30) days after receipt of an itemized invoice.**

13.6 Inspection and Acceptance

1. **Final Inspection:** Upon completion of all restoration work, the Applicant shall request a final inspection by the Town superintendent. The Town superintendent shall conduct the final inspection within two (2) business days of receiving the request.
2. **Acceptance:** The Town superintendent shall accept the restoration work only if it complies with all requirements of this Ordinance, the Permit, and applicable Town standards. If deficiencies are identified, the Town Superintendent shall provide written notice specifying the deficiencies, and the Applicant shall correct such deficiencies within seven (7) calendar days after receipt of the notice. If completion is delayed by adverse weather, utility conflicts, material unavailability, or any other circumstances beyond the Applicant's reasonable control, the correction period shall be reasonably extended for the time necessary to complete the work, provided the Applicant proceeds diligently once the delaying condition has ended.
3. **Re-inspection:** Following correction of deficiencies, the Applicant shall request reinspection. The process shall continue until the restoration work is accepted by the Town superintendent.
4. **Conditional Acceptance:** The Town superintendent may grant conditional acceptance subject to seasonal completion of certain work, such as final seeding or landscaping, provided that adequate temporary erosion control and safety measures are in place.

SECTION 14. WARRANTY REQUIREMENTS

14.1 Warranty for Road and Utility Repairs

1. **Warranty Period: The Applicant warrants that all road, pavement, sidewalk, and utility repairs performed pursuant to this Ordinance shall remain free from defects in materials and workmanship.**

14.2 Warranty for Residents

1. **Service Warranty: Each Telecommunications Company providing fiber optic service to residents of the Townshall:**
 1. Fiber optic service will be installed in a professional and workmanlike manner in accordance with industry standards;
 2. All installation work on customer property will be completed in accordance with applicable codes and regulations;
 3. Any damage to customer property caused by installation, maintenance, or repair work will be repaired at the Telecommunications Company's expense within fourteen (14) calendar days of notification; and
 4. All customer premises equipment provided by the Telecommunications Company will be free from defects in materials and workmanship.
2. **Property Damage Repair: If installation, maintenance, or repair work on customer property results in damage to landscaping, driveways, sidewalks, structures, or other property improvements, the Telecommunications Company shall:**
 1. Notify the property owner of the damage within twenty-four (24) hours;
 2. Document the damage with photographs;
 3. Restore the damaged property to its original condition within thirty (30) calendar days, or as otherwise agreed with the property owner; and
 4. Obtain the property owner's acceptance of the restoration work.

SECTION 15. INDEMNIFICATION

15.1 Duty to Indemnify

To the fullest extent permitted by law, each Applicant and Telecommunications Company shall defend, indemnify, and hold harmless the Town of Spiceland, its officers, officials, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, actions, causes of action, proceedings, judgments, costs, and expenses (including reasonable attorneys' fees and court costs) of any nature whatsoever arising out of, resulting from, or related to:

1. The Applicant's or Telecommunications Company's installation, operation, maintenance, repair, or removal of Fiber Optic Infrastructure;
2. The Applicant's or Telecommunications Company's use or occupancy of the Rights-of-Way;
3. Any injury to persons or damage to property caused by the Applicant's or Telecommunications Company's acts, omissions, or negligence;
4. Any failure by the Applicant or Telecommunications Company to comply with this Ordinance, the Permit, or applicable law; or
5. Any claim by third parties arising from or related to the Permitted Work or the Applicant's or Telecommunications Company's activities within the Rights-of-Way.

15.2 Defense Obligation

The Applicant or Telecommunications Company shall, at its own expense, defend any action or proceeding brought against the Town arising from matters covered by the indemnification obligation, and shall employ counsel satisfactory to the Town for such purpose.

SECTION 16. EMERGENCY REPAIRS

16.1 Authorization

Emergency repairs necessary to restore telecommunications service or address an immediate threat to public health, safety, or property may be commenced without a Permit, provided that:

1. The Telecommunications Company notifies the Town superintendent by telephone or email as soon as practicable, but in no event later than two (2) hours after commencing emergency work;
2. The emergency work is limited to the minimum necessary to address the emergency condition.

16.2 Compliance with Ordinance

All emergency repairs shall comply with the requirements of this Ordinance to the maximum extent practicable under the circumstances. The Telecommunications Company shall complete all required restoration work within the timelines specified in this Ordinance.

SECTION 17. ENFORCEMENT AND PENALTIES

17.1 Violations

It shall be unauthorized for any Person to:

1. Conduct any work within the Rights-of-Way without a valid Permit as required by this Ordinance;
2. Violate any provision of this Ordinance or any condition of a Permit;
3. Make any false statement or misrepresentation in an application or other document submitted to the Town; or
4. Fail to comply with any lawful order or directive of the Town superintendent issued pursuant to this Ordinance.

17.2 Enforcement Authority

The Town superintendent is authorized to enforce this Ordinance and may:

1. Inspect all Permitted Work for compliance with this Ordinance and the Permit;
2. Issue stop-work orders for any work conducted in violation of this Ordinance;
3. Require correction of deficiencies or violations;

17.3 Stop-Work Orders

If the Town superintendent determines that Work is being conducted in a manner that poses a threat to public health or safety, the Town superintendent may issue a stop-work order requiring immediate cessation of all work. Work shall not resume until the violation is corrected and authorized by the Town superintendent.

Prior to revocation or suspension, the Town superintendent shall provide written notice to the Applicant stating the grounds for revocation or suspension and providing an opportunity to cure within a reasonable time, except in cases of emergency or imminent threat to public health or safety.

17.4 Town Usage

The Town of Spiceland shall receive a monthly bill credit of seventy-five dollars (\$75.00) toward the cost of fiber internet service provided to Town Hall, located at 130 E. Main Street, Spiceland, Indiana 47385. The bill credit shall apply only to service provided at this location and is contingent upon the account remaining current and in good standing. Any default or delinquency in payment shall result in revocation of the bill credit.

17.5 Remedies Cumulative

The remedies and penalties provided in this Ordinance are cumulative and not exclusive. The Town may pursue any and all remedies available at law or in equity, including injunctive relief, specific performance, and recovery of costs and attorneys' fees.

SECTION 18. COMPETITIVELY NEUTRAL AND NONDISCRIMINATORY APPLICATION

18.1 Neutral Application

This Ordinance shall be applied on a competitively neutral and nondiscriminatory basis to all Telecommunications Companies and Applicants seeking to install or maintain Fiber Optic Infrastructure within the Town's Rights-of-Way, consistent with 47 U.S.C. § 253.

Any company installing fiber optic infrastructure within the Town's Rights-of-Way must obtain a permit from the Clerk-Treasurer's Office. New Lisbon Broadband and Communications shall pay a one-time master permit fee of \$1,000.00 covering the entire scope of its fiber construction project, including mainline construction and all related service drops to individual homes and businesses. No additional permit fees shall be charged for service drops or other work performed within the approved scope of the project.

18.2 No Prohibited Entry Barriers

Nothing in this Ordinance shall prohibit or have the effect of prohibiting the ability of any entity to provide telecommunications services within the Town. 47 U.S.C. § 253

SECTION 19. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, unconstitutional, or preempted by federal or state law, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unconstitutional, or preempted.

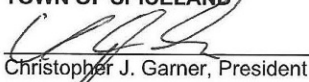
SECTION 20. EFFECTIVE DATE

This Ordinance shall take effect five (5) calendar days of permit approval.

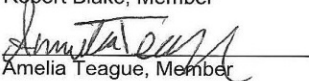
SECTION 21. PASSAGE AND ADOPTION

PASSED by the TOWN COUNCIL of the Town of Spiceland, Indiana, this 21 day of August, 2026.

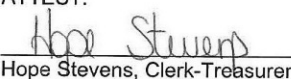
TOWN OF SPICELAND


Christopher J. Garner, President

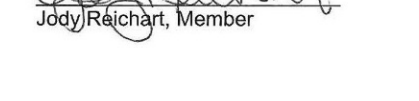
Robert Blake, Member


Amelia Teague, Member

ATTEST:


Hope Stevens, Clerk-Treasurer


Darrin Jacobs, Member


Jody Reichart, Member