

Town Of Greenville

P. O. BOX 188
GREENVILLE, INDIANA 47124
812-923-9821

TOWN HALL/UTILITY OFFICE
September 12, 1989

MINUTES OF TOWN COUNCIL REGULAR MEETING

The monthly meeting of the Greenville Town Council was called to order by President Ron Lamb.

In attendance was Councilmembers, Clerk of the Board, Buck Spears, Gary Getrost, Janice Gibson, Talbott Richardson, Paul Buche, Jim Pearce, Jeff Fifer, John Hunt and Bob Isgrigg.

Councilmembers Ron Lamb and Bob Williams unanimously approved the appointment of Harold Hall as 3rd Ward Councilmember replacing Buck Spears who moved from the Ward at the end of August. The Oath of Office and Declaration signed by Mr. Hall was administered by the Clerk of the Board.

The Council approved the minutes of the August meeting and claims presented for the Town and Utility.

The Clerk Treasurers' report indicate bank balances appear to be in balance.

The Council approved an increase in insurance coverage to a limit of \$1,000,000. The cost, yet to be determined, was estimated by the carrier to be approximately \$800.00 per year.

John Hunt apprised the Council of streets in Parkland Heights needing attention. Bob Williams likewise apprised the Council of streets in the downtown area that might need some work. Ron Lamb informed them that the roads should be taken care of as soon as the contractor can proceed.

Jim Pearce, along with his attorney, Jeff Fifer, requested the town to grant his company, Highland Natural Gas, Inc., exclusive franchise to furnish natural gas to the Town of Greenville. Mr. Fifer presented the Council with an overview of the scope of Highland Natural Gas, Inc. (See Attachment). Ron Lamb questioned the need for an exclusive franchise. Mr. Pearce stated such agreement is necessary in order that his company could proceed with the necessary application(s) to provide gas to the town. He also stated he would like a commitment from the town in order to proceed. Ron Lamb asked if there was any cost to the town and was informed by Mr. Fifer that none was contemplated, but that the town may be called upon, should the need arise, for obtaining grants, etc.

The Council, after debating the merits of such franchise, informed Mr. Pearce they would advise him when a decision is made, possibly at the October meeting.

MINUTES OF TOWN COUNCIL MEETING (CONT'D)

Paul Buche, Deputy Marshall, was instructed to survey the town to determine the need of Street signs, Stop signs, and Information signs and to prepare a list for the Clerk Treasurer to place an order.

The question of liability that has been incurred by the Leidoff's due to a leak in their pond was brought to the attention of the Council and again the Council reiterated the Council claims no liability since the leak was supposedly incurred at the time of water line installation during the period of 1982/1983.

Bob Isgrigg presented the Council with detail drawing(s) of the proposed dam enlargement. As a result of Mr. Isgriggs' presentations and preliminary costs estimates the Council authorized the expenditure of approximately \$10,000, from the Operating Fund, and directed Mr. Isgrigg to proceed with land easements, surveying, etc. as a step forward in upgrading the water system.

Paul Buche presented the Council with the Marshalls' Department Activities Report for the period August 8-September 10.

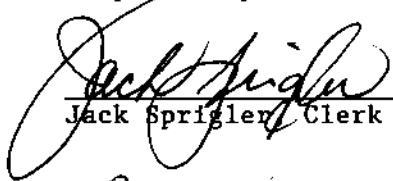
Gary Getrost stated to the Council there will be an increase in the cost of water from the Floyds Knobs Water Company due to increases they put into effect. Gary also informed the Council as to costs of air packs. The Council reiterated its concern for the use of air packs and instructed Gary to proceed with the purchase of same.

Ron Lamb questioned Gary as to the status of the pump for Pekin Road and was informed that the pump should be here in about six (6) weeks.

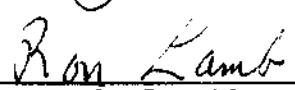
The Council told Gary to proceed with the hiring of a replacement for Scott Ham. Gary stated he had an individual in mind and should preliminary checks indicate no problem he may consider him. The Council approved a starting salary of \$5.50 per hour.

No further business coming before the Council Bob Williams motioned for adjournment, seconded by Ron Lamb.

Respectfully submitted,



Jack Sprigley, Clerk of the Board



Ron Lamb, President of the Board

RESOLUTION GRANTING FRANCHISE

WHEREAS, Highland Natural Gas, Inc. is a corporation formed for the purpose, and will be in the business, of providing, distributing and selling natural gas to consumers for both business and personal use, including the installation, service and maintenance of equipment for the delivery of such gas; and

WHEREAS, Highland Natural Gas, Inc. is desirous of providing, distributing and selling natural gas on an exclusive basis to the Town of Greenville and all of its residents within its boundaries, and obtaining an exclusive franchise from the Town Board to do so and to provide for the regulation of such activity; and

WHEREAS, the Town Board of the Town of Greenville, County of Floyd, State of Indiana, recognizes the benefits of granting such an exclusive natural gas franchise, and finds it to be in the best interest of the general public to grant an exclusive franchise to Highland Natural Gas, Inc.,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN BOARD OF THE TOWN OF GREENVILLE, COUNTY OF FLOYD, STATE OF INDIANA, AS FOLLOWS:

A resolution granting to Highland Natural Gas, Inc., of the Town of Greenville, County of Floyd, State of Indiana, herein referred to as "Grantee", an exclusive natural gas franchise to the City of Greenville and all residents within its boundaries, and providing for the regulation of such activity.

ARTICLE ONE

GRANT OF FRANCHISE

The Town of Greenville, in the County of Floyd, State of Indiana, herein referred to as "Grantor", hereby grants to Grantee an exclusive franchise of the scope and description as follows:

SCOPE AND DESCRIPTION OF FRANCHISE

Grantee has the exclusive right and authority, during the term of the franchise granted by this resolution, to construct, maintain and operate a distribution system for furnishing natural gas to all consumers, public and private, within Greenville, Floyd County, Indiana. For such purpose, Grantee has the right to erect, construct, equip and maintain along, over or under present or future streets, alleys and other public places such underground gas mains, and other apparatus and facilities, as are reasonably necessary for furnishing natural gas service to the Town of Greenville and its residents.

Grantee also has the right to purchase, erect, equip, maintain, own, lease and operate machinery, equipment, structures and other facilities necessary to acquire and store an adequate supply of natural gas; and the right to buy, hold, own or lease any real estate necessary to conduct such activities.

ARTICLE TWO

TERM

The exclusive franchise is granted for a term of 10 years commencing with the date on which it is accepted. Thereafter, the franchise may be renewed for an additional 10 year term on such terms and conditions as may be mutually acceptable to Grantor and Grantee.

Grantee shall file a written acceptance of the franchise with President of the Town Board of Greenville within 14 days after the date of this resolution. The franchise shall go into effect only when such acceptance has been filed and when evidence of general comprehensive liability insurance provided for hereinafter have been filed with the Town Board.

ARTICLE THREE

SPECIFIC CONDITIONS

Section 1: Quality of Service. Grantee shall at all times during the term of the franchise, furnish natural gas service to all persons and organizations, public and private, without discrimination and at the rates and charges provided by law and/or set by the Indiana Utility Regulatory Commission. Grantee shall make every reasonable effort to furnish an ample uninterrupted supply of natural gas to all customers through-out its entire system and all enlargements and extentions thereof.

Section 2: Construction and Maintenance of Facilities. Grantee shall comply with all reasonable ordinances and regulations that are or may be prescribed by Grantor with respect to the construction and maintenance of all facilities.

Section 3: Operations. Grantee shall have commenced construction of its natural gas distribution system within six (6) months after having received all necessary licenses, permits or other authorizations for its operations, and it shall thereafter proceed to equitably and reasonably extend its operations so as to enable it to render service and provide natural gas to all residents of Greenville within a reasonable time. The providing, distributing and selling of the natural gas by Grantee shall be in compliance with the laws,

statutes and regulations, administrative or otherwise, of the State of Indiana and the Indiana Utility Regulatory Commission. Nothing within this franchise shall be construed to require Grantee to acquire the necessary licenses, permits or other authorizations for its operations within any specific time period.

ARTICLE FOUR

GENERAL CONDITIONS

Section 1: Reasonable Regulation. Grantor reserves the right to enforce reasonable regulations, ordinances and/or resolutions concerning the construction, operation and maintenance of facilities located along, over or under streets, alleys and other public premises and the placement of such facilities.

Section 2: Indemnity. Grantee shall indemnify and defend Grantor, its Boards, commissions, officers, agents and employees, and any and all other public agencies, and their members, officers, agents and employees, against any and all liabilities for injury to, or death of, any person or any damage to any property caused by Grantee, its officers, agents or employees, in the construction, operation or maintenance of its property, or arising out of the exercise of any right or privilege under the franchise.

Section 3: Rates and Charges. Grantee shall not perform any services for, or provide any natural gas to, customers for any compensation other than that set by the Indiana Utility Regulatory Commission, or any other agency authorized by law to set such rates, and/or in accordance with Indiana Code 8-1-2 et seq or other applicable Indiana law, regulation or rule. As required by law, all rates and charges are to be nondiscriminatory, reasonable and just.

Section 4: Additions to Area of Grantor. Grantee shall, on subsequent additions of areas to Grantor, either by annexation, consolidation or otherwise, surrender all franchises held by Grantee in such areas, such surrender being deemed to take place on the occurrence of any such event. Grantee shall thereafter be subject to the provisions of the franchise granted by this resolution as to all such areas; provided, however, that should this franchise be declared invalid or rendered inoperative by a judgment, decree or order of a court of competent jurisdiction which, being binding hereon, becomes final for all purposes, the franchises thereby surrendered shall thereafter have the same force and effect as if such surrender had not occurred.

Section 5: Expansion of Grantee's Facilities. Any facilities and appurtenances in streets, alleys and public places, incidental to the franchised system, that have been, or are at any future time, acquired, leased or utilized in any manner by Grantee are thereupon to be deemed authorized by and shall be subject to all the provisions of the franchise.

Section 6: Limitation of Franchise. No privilege or exemption is granted or conferred by the franchise except those specifically prescribed herein. Any privilege claimed under the franchise by Grantee in any street, alley or other public place shall be subordinate to any lawful occupancy of same by Grantor, or by any other public agency, and to any prior lawful occupancy of same by any other entity or person.

Section 7: Books of Account. Grantee shall at all times keep and maintain true and correct books of account of all the gross earnings and income arising out of operations under the franchise. The books of accounts, and all other records pertaining to this franchise, shall at all reasonable times be open to inspection and examination within the Town of Greenville by the Town Board, and its representatives, and by officers, agents and employees authorized by Town Board. Such books and records shall be kept in such form as to enable the Town Board, and its representatives, authorized officers, agents and employees, to ascertain and determine any facts relevant to the operations of Grantee under the franchise.

Section 8: Assignment. Grantee shall not have the right to assign the franchise or otherwise transfer it in any manner whatsoever, or to sell, lease, license or permit others to use or transfer in any manner whatsoever any interest in all or any part of its facilities that are installed or operated hereunder, except on prior written approval by ordinance or resolution of the Town Board of Greenville.

ARTICLE FIVE

FORFEITURE

The franchise may be forfeited, at the option of Grantor, upon failure or refusal by Grantee to observe the terms and conditions set forth herein. Forfeiture may be exercised by written notice to Grantee of failure to observe the terms and conditions hereof, followed by Grantee's refusal to eliminate or correct such failure or violation within 90 days. In the event of any failure or violation, Grantor may sue in its own name in the manner provided by law for the forfeiture of the franchise and the exercise of such remedy of forfeiture shall not preclude exercise of any other right or remedy given to Grantor by law, whether exercised concurrently or subsequently.

ARTICLE SIX

EFFECT OF INVALIDITY

The franchise is granted pursuant to the laws of the State of

Indiana relating to the granting of such rights and privileges by towns. If any article, section, sentence, clause or phrase of this resolution is for any reason held illegal, invalid or unconstitutional, such invalidity shall not affect the validity of the resolution or any of the remaining portions. The invalidity of any portion of this resolution shall not abate, reduce or otherwise affect any other obligation required of Grantee.

SO RESOLVED AND ORDERED BY THE TOWN BOARD OF GREENVILLE this
____ day of _____, 1989.

Ronald Lamb, President

Buck Spear, Member

Robert Williams, Member

ATTESTED:

Name:
Title:

OFFICE OF  THE MARSHAL

GREENVILLE POLICE DEPARTMENT
GREENVILLE, INDIANA 47124

TO: TOWN BOARD OF GREENVILLE

RE: MONTHLY ACTIVITY REPORT

TIME PERIOD: August 8 TO September 10, 1989.

CONTACTS MADE TO DEPARTMENT 98.

HOURS SPENT ON PATROL IN TOWN 90.

HOURS SPENT ON ASSISTS 20.

TRAFFIC STOPS 10.

WARNINGS 10.

CITATIONS 0.

DEPARTMENT ACTIVITIES: Served C. Court papers, seminar for police in
Valparaiso, Jr. (2 days), those accidents, Disaster Preparedness Plan
in final stage, court appearance on case, Weed Ordinance compliance
up, Accident scene seminar started, Mutual-aid agreement
being drawn up with County, fire dog cases/Animal-Warden,
State Police working in target areas we suggested; Speed, 2
petty thefts/lawrence over, 2 recent juveniles, court orderal-situations
cleared, police office to T/EA/Greenville Park.

SUBMITTED September 12, 1989.

BY CB.

Town Of Greenville

P. O. BOX 188
GREENVILLE, INDIANA 47124
812-923-9821

CLERK TREASURER'S MONTHLY FINANCIAL REPORT

August 31 19 89

GREENVILLE WATER UTILITY

<u>FUND</u>		<u>BALANCE -MONTH END</u>
OPERATING [General] - Cash	\$ <u>45,906.80</u>	
" - Investments	<u>85,000.00</u>	\$ <u>130,906.80</u>
BOND & INTEREST [Bond & Loan Costs] Cash	<u>45,491.64</u>	
" Investments	<u>-</u>	<u>45,491.64</u>
METER DEPOSIT [Customers Deposits] Cash	<u>2,047.09</u>	
" Investments	<u>13,000.00</u>	<u>15,047.09</u>
DEPRECIATION [Capital Projects]- Cash	<u>26,067.36</u>	
" -Investments	<u>30,000.00</u>	<u>56,067.36</u>
DEBT RESERVE SERVICE [Bond & Loan Costs] Cash	<u>27,700.00</u>	
" -Investments	<u>30,000.00</u>	<u>57,700.00</u>
PETTY CASH		<u>300.00</u>

TOTALS

\$ 305,512.89

OPERATING

PROFIT OR [LOSS] FOR MONTH

\$ 6,967.27

B. & I. Liability

< 1,583.33 >

NET PROFIT (LOSS)

\$ 5,383.94

Town Of Greenville

P. O. BOX 188
GREENVILLE, INDIANA 47124
812-923-9821

CLERK TREASURER'S MONTHLY FINANCIAL REPORT

August 31, 1989

TOWN OF GREENVILLE

<u>FUND</u>		<u>BALANCE-MONTH END</u>
GENERAL [Administrative costs] - Cash	\$ 10,950.14	
" " - Investments	10,000.00	\$ 20,950.14
MOTOR VEHICLE [Streets & Alleys] - Cash	9,174.84	
" " - Investments	10,000.00	19,174.84
LOCAL ROADS & STREETS [Streets & Alleys] - Cash	34,263.53	
" " " - Investments	21,000.00	55,263.53
CUMULATIVE CAPITAL IMPROVEMENT [Capital Projects]-Cash	3,195.12	
" " - Investments	-	3,195.12
PARK [Trees, Shrubs, Etc.] - Cash	337.54	
" " - Investments	-	337.54
ACCIDENT REPORT [Marshalls Costs]-Cash		476.37
UNSAFE BUILDING [Demolition Costs]-Cash		300.00
SPECIAL VEHICLE INSPECTION - Cash		143.00
PETTY CASH		50.00
	TOTALS	\$ 99,892.54