

Town Of Greenville

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

TOWN HALL/UTILITY OFFICE
October 10, 1989

MINUTES OF TOWN COUNCIL REGULAR MEETING

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

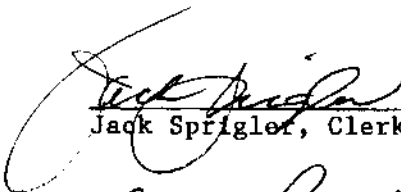
Attending were those listed on the attached sheet.

Minutes of the September meeting was approved as read. Claims presented to the council was approved, for both the town and utility.


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

In the absence of the Clerk of the Board minutes of the meeting was taken by Janice Gibson, Administrative Clerk. Those minutes are attached.

Respectfully submitted,



Jack Sprigler, Clerk of the Board



Ron Lamb, President of the Council

Wayne Marsh
John Margaret
Shirley Schell -

Tom + Geraldine Neely - what's grade shot knowledge to home.

Shirley Driver what level

Jim Driver

Roy Kessinger

Evelyn Kessinger } ~~problem~~ no problem

Jim Pearce

John Hunt

Ron

Harold

Wary

Brent

Bob

Delbette

Paul

Janice

Oct 10, 1989

Present, see attached.

Passed Ordinance No. 1989-02

Church St - is it on map

Palm Rd. - Gary stated pump not in yet.

Snow removal - Gary will contacts for snow removal.

Job's Pumping - Approved by board.

Paul Bucke will be going to law enforcement seminar
cost 90.00 Approved by board.

See attached on US 150 + Greenville / Yeo Rd.

Wayne Martin wants alley closing Lot 65 + 66 facing 150

Approved if feasible by board. Lot 107 + 128 facing 150

Paul Bucke - report on street signs - see attached.

Gary, board approved purchase of boat 300.00

also approved purchase of Scott air - ~~Pat~~ Pat

Approved tree in memory of Vernon McKown

Jim Pease gave revised copies of Highland Natural Gas Inc.

see attached copies. Board will have another meeting with

Jim & his attorney and our attorney prior to next board meeting.

Bob Loggins - Lake Expansion

Presented maps to property owners who be effected due to expansion.

Questions - answers from property owners, next step will be
election on property surrounding present lake, most concern
was dock ramp and cone area. Another meeting after election.

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, easements, right-of-ways 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 except as provided in Section 4 immediately below.

4 Section 4: Time. Grantor shall have the right and authority to declare that the franchise is forfeited by Grantee upon Grantee's failure or refusal to: (a) initiate the process of acquiring the necessary licenses, permits or other authorizations for its operations within six (6) months after the granting of this franchise; (b) commence the construction of its natural gas distribution system in accordance with Article Three, Section 3 above; or (c) eliminate or correct the failure of Grantee to observe any of the terms and conditions of this franchise within ninety (90) days of written notice to Grantee of such failure. Forfeiture must be exercised in accordance with Article Five below.

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.

Section 9: Administrative. Grantee shall perform at its own cost any and all administrative duties required in the exercise of the franchise or in the operation of the natural gas utility including, but not limited to, rendering account statements to customers and the collection of payments on said accounts.

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

Harold Hall, Member

Robert Williams, Member

ATTESTED:

Name:

Title:

Town Of Greenville

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CLERK TREASURER'S MONTHLY FINANCIAL REPORT

Sept. 30 1989

TOWN OF GREENVILLE

<u>FUND</u>		<u>BALANCE-MONTH END</u>
GENERAL [Administrative costs] - Cash	\$ <u>11,081.39</u>	
" - Investments	<u>10,000.00</u>	\$ <u>21,081.39</u>
MOTOR VEHICLE [Streets & Alleys] - Cash	<u>35,002.73</u>	
" - Investments	<u>21,000.00</u>	<u>56,002.73</u>
LOCAL ROADS & STREETS [Streets & Alleys] - Cash	<u>9,774.32</u>	
" - Investments	<u>10,000.00</u>	<u>19,774.32</u>
CUMULATIVE CAPITAL IMPROVEMENT [Capital Projects]-Cash	<u>3,210.70</u>	
" - Investments	<u>-</u>	<u>3,210.70</u>
PARK [Trees, Shrubs, Etc.] - Cash	<u>337.54</u>	
" - Investments	<u>-</u>	<u>337.54</u>
ACCIDENT REPORT [Marshalls Costs]-Cash		<u>463.59</u>
UNSAFE BUILDING [Demolition Costs]-Cash		<u>300.00</u>
SPECIAL VEHICLE INSPECTION - Cash		<u>101.14</u>
PETTY CASH		<u>50.00</u>
	TOTALS	<u>\$ 101,321.41</u>

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CLERK TREASURER'S MONTHLY FINANCIAL REPORT

Sept 30 1989

GREENVILLE WATER UTILITY

<u>FUND</u>		<u>BALANCE -MONTH END</u>
OPERATING [General] - Cash	\$ <u>60,614.41</u>	
" - Investments	<u>85,000.00</u>	\$ <u>145,614.41</u>
BOND & INTEREST [Bond & Loan Costs] Cash	<u>46,021.15</u>	
" - Investments	<u>-</u>	<u>46,021.15</u>
METER DEPOSIT [Customers Deposits] Cash	<u>2,072.09</u>	
" - Investments	<u>13,000.00</u>	<u>15,072.09</u>
DEPRECIATION [Capital Projects]- Cash	<u>26,194.66</u>	
" - Investments	<u>30,000.00</u>	<u>56,194.66</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

\$ 320,902.31

OPERATING

PROFIT OR [LOSS] FOR MONTH

\$ 9,371.99

B. & I. Liability

< 1,583.33 >

NET PROFIT (LOSS)

\$ 7,788.66