Town of Greenville P.O. Box 188 Greenville, In. 47124

AGENDA FOR:

TOWN OF GREENVILLE, INDIANA

MONTHLY MEETING FOR MONDAY, SEPTEMBER 12TH, 2011

- 1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT: Talbotte Richardson
- 2. OPENING MEETING WITH PRAYER, PLEDGE ALLEGIANCE TO THE FLAG:
- 3. READING, REVIEW AND APPROVAL OF MINUTES FROM PREVIOUS MONTHLY MEETING OF 08-08-2011 AND SPECIAL MEETING 08-08-2011.
- 4. REVIEW OF WATER STORAGE TOWER AND SEWER ACQUISITION PROJECT.
- 5. MARSHAL'S REPORT: David Moore.
- 6. FLOYD COUNTY OR STATE OF INDIANA REPRESENTATIVES:
- 7. WATER BUSINESS: WATER SUPERINTENDENT: Gary Getrost
 - {A} Report on water usage and leaks
 - **{B}** Superintendent's report
- 8. FINANCIAL: GREENVILLE TOWN CLERK: Jack Travillian
 - **{A}** Review and Approve Checks and Expenditures.
- 9. COMMITTEE REPORTS:
 - **{A}** Town Council President: Talbotte Richardson
 - **{B}** Emergency Services: Talbotte Richardson
 - **{C}** Streets and Roads: Bob Wright
 - **{D}** Public Relations: Patti Hayes
 - {E} Property Cleanup: Jim Pearce
 - {F} Special Projects: Randal Johnes
 - {G} Attorney: Rick Fox
- 10. OLD BUSINESS:
 - **{A}** Ordinances Second or Third Reading:
- 11. NEW BUSINESS:
 - **{A}** Ordinances First Reading: 2011-MR-058

2011-WIK-030

2011-WR-059

{B} – Citizens requesting to speak and subject:

12. ADJOURNMENT:

Next Monthly Meeting October 10th, 2011 @ 7:00 PM

Minutes of Greenville Town Council Meeting September 12th, 2011

Council President Talbotte Richardson called the regular monthly meeting to order. Other Councilpersons present were Bob Wright, James Pearce, and Randal Johnes, along with Clerk Jack Travillian. Also attending the meeting were Town Attorney Rick Fox, Water Utility Deputy Superintendent Schmidt, and other concerned citizens. The meeting was opened with the Pledge of Allegiance, followed by a prayer from Lieutenant Burkhart.

Minutes: The amended minutes for August 8th regular meeting was discussed. Motion made by President Richardson and seconded by Councilman Johnes to accept the minutes as amended. Motion passed 4-0.

Marshal Report:

Lieutenant Burkhart of the Greenville Marshal's Department was at the meeting due to Marshal Moore attending Marshal training school. Lieutenant Burkhart attended a meeting about the Sherman Minton Bridge closing on September 10th. Lieutenant Burkhart reported that the police in the area were on alert for extra duty caused by traffic issues. That group also discussed the possible issues with emergency transport for critical patients and noted that helicopter response was one of the possible solutions.

Water Business:

Deputy Superintendent Schmidt submitted monthly adjustments to the council. The board approved the adjustments for the bills without objection. The only other issue was a customer that had cut off and broken a lock after being disconnected last month. The customer paid all damages assessed.

Financial:

Review/Approval Checks and Expenditures: Clerk Travillian presented the forms for the checks written from the utility and the town.

Councilman Johnes requested changes to the current format of the monthly expense report adding a line for transfers. The clerk noted that the form was full already and the council requested smaller fonts to try to add the line, Clerk Travillian agreed to make the changes. Councilman Johnes also reminded Clerk Travillian in accordance with Ordinance 2011-TO-031 dated June 13th, 2011 that an invoice is to be prepared each month for the services provided by the Water Utility Employees to the town from the Greenville Water Utility Clerk / Treasurer Travillian to be presented to the Town Council.

Special Projects:

Councilman Johnes submitted the name of Tony Wiseman for 2011 Person of the Year for this annual award. The council had no other recommendation. The award will be presented at the December meeting.

New Business

Ordinance 2011-WR-059; RESOLUTION CONCERNING THE ACCEPTANCE BY THE GREENVILLE WATER UTILITY COUNCIL OF THE CONFIDENTIALITY AGREEMENT BETWEEN THIENEMAN ENVIRONMENTAL L.L.C. AND THE GREENVILLE WATER UTILITY OF THE TOWN OF GREENVILLE; Reading of the resolution was completed and motion was made by Councilman Johnes and seconded by President Richardson. Motion passed 4-0.

Ordinance 2011-MR-058; RESOLUTION CONCERNING THE CARRYOVER OF THE MARSHAL FUEL FUNDS FROM THE 2011 BUDGET INTO THE 2012 BUDGET LOCTED IN GENERAL FUND, MARSHAL FUEL ACCOUNT NUMBER 101001290 FOR THE TOWN OF GREENVILLE, INDIANA MARSHAL DEPARTMENT Reading of the resolution was completed and motion was made Councilman Johnes and seconded by President Richardson. Motion passed (4-0).

Councilman Wright noted that Assistant Water Clerk Crystal Burkhart was in need of a proper desk. The council suggested that this should be done under normal everyday business however approved up to \$300 to be spent on a new desk.

No further business coming before the Council the meeting was adjourned.

Next Monthly Meeting to be held at 7:00 P.M. on October 10th, 2011.

PRESIDING OFFICER
TOWN OF GREENVILLE, INDIANA

TALBOTTE RICHARDSON

JACK TRAVILLIAN QLERK / TREASURER

Ge	eneral Fund	-	Budgeted	Spent]	Remaining
101001111	Council Salary	\$	9,600.00	\$ 5,400.00	\$	4,200.00
101001112	Clerk Salary	\$	3,000.00	\$ 2,000.00	\$	1,000.00
101001113	Marshal's Payroll	\$	14,000.00	\$ 9,333.28	\$	4,666.72
101001116	Marshal Reserve Pay	\$	6,500.00	\$ 6,500.00	\$	_
101001117	Detective Payroll	\$	12,000.00	\$ 8,000.00	\$	4,000.00
101001131	Employee Benefits	\$	9,350.00	\$ 4,455.00	\$	4,895.00
101002231	Computer Software	\$	1,500.00		\$	1,500.00
101001210	Office Supplies	\$	1,050.00	\$ 588.22	\$	461.78
101001290	Marshal's Fuel	\$	8,500.00	\$ 2,608.88	\$	5,891.12
101001397	Election Expenses	\$	500.00	49999	\$	500.00
101001315	Legal	\$	9,000.00	\$ 3,264.74	\$	5,735.26
101001323	Travel	\$	300.00		\$	300.00
101001332	Legal Notices	\$	2,400.00	\$ 2,166.13	\$	233.87
101001140	Insurance				\$	-
101001361	Equipment &	\$	1,500.00	\$ 1,335.93	\$	164.07
101001394	Offical Bonds					
101001591	Town Promotion	\$	1,000.00	\$ 241.00	\$	759.00
101001396	Trash Collection	\$	1,000.00		\$	1,000.00
101001398	Organizational Dues	\$	800.00	\$ 736.00	\$	64.00
101001511	Audit Expense					
101001343	Fire Protection	\$	9,736.00	\$ 4,868.00	\$	4,868.00
101002315	Contracted Services	\$	3,100.00	\$ 2,502.91	\$	597.09
	Total	\$	94,836.00	\$ 46,097.18	\$	40,835.91
	Balance in Accou	nt			\$	42,797.87
Ī	Local Roads and St	ree	<u>ts</u>			
202001312	Legal & Engineering				\$	-
202001332	Legal Advertising	\$	50.00	\$ 50.00	\$	-
202001361	Maintenance ROW	\$	2,250.00	\$ 2,250.00	\$	-
202001362	Streets & Alleys by Contract	\$	15,500.00	\$ 11,382.93	\$	4,117.07
202001363	Road Repairs	\$	863.82	\$ 863.82	\$	_
7.00	Total	\$	18,663.82		\$	4,117.07
	Balance in Accou	nt			\$	1,430.78

Motor Vehicle High	1W2	ıv				
201001222 Streets Signs	\$	250.00	\$	171.74	\$	78.26
201001231 Materials	\$	677.06	İ		\$	677.06
201001332 Legals Published						
201001312 Engineering	\$	500.00			\$	500.00
201001341 Insurance Streets	\$	2,000.00	\$	3,147.61	\$	(1,147.61)
201001324 Telephone	\$	2,300.00	\$	1,446.42	\$	853.58
201001362 Equipment Repairs	\$	2,000.00	\$	1,133.29	\$	866.71
201001351 Street Lights	\$	6,000.00	\$	3,269.80	\$	2,730.20
201001361 Snow Removal &	\$	14,000.00	\$	5,496.07	\$	8,503.93
Salt/Contractor	\$	1,703.77	\$	3,792.30		
201001315 Streets & Alleys by	\$	9,500.00	\$	4,100.00	\$	5,400.00
201001365 Other Maintenance	\$	75.00			\$	75.00
Total	\$	37,302.06	\$	22,557.23	\$	18,537.13
Balance in Accour	ıt				\$	29,338.96
Cumulative Capital Imp	rov	ement				
401001520 Inter Fund Operation	\$	6,000.00	\$	850.00	\$	5,150.00
401001430 Cumulative Expense	\$	1,236.23	\$	1,236.23	\$	-
Balance in Accour	ıt				\$	3,187.58
EDIT						
444001520 Other Capital	\$	10,000.00		\$5,300.00	\$	4,700.00
Balance in Accoun	ıt				\$	1,900.87
Law Enforcemen	<u>nt</u>				,	
445001362 Donations						
233001399 Training	\$	1,024.00		\$1,005.57	\$	18.43
233001362 Gun Permits	\$	90.00		\$88.27	\$	1.73
Balance in Accoun	t					\$20.16
Riverboat						
242001520 Inter Fund Transfer	\$	6,100.00	\$	13,679.06	\$	(7,579.06)
Balance in Accoun	t				\$	2,289.20
Rainy Day Fund	<u>l</u>					
245001520 Inter Fund Transfer						
Balance in A	cco	unt			\$	1,499.64

SEPTEMBER 2011

						00 / IX
	ın	come	Ex	penses	Pro	ofit/Loss
Water Operating	\$	94,116.16	\$	65,948.96	\$	28,167.20
Meter Deposits	\$	738.89	\$	_	\$	738.89
Special Projects	\$	230.49			\$	230.49
Bond and Interest	\$	21.33			\$	21.33

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attached there to, are true and correct and I have audited same in accordance with I hereby certify that each of the above listed vouchers and the invoices, or bills IC5-11-10-1.6.

		Fiscal Officer	
T102			
september 12	6		

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF GREENVILLE

TOWN OF GREENVILLE AUG/SEPT 2011

_ pages and except for accounts payables not allowed We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts as shown on the Register such accounts payables are hereby allowed in the total amount 8 Payable Vouchers consisting of 9,755.80

September 2011			
Dated this 12th day of	All Selland	Ball Matte	1

Signatures of Governing Board

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE TOWN OF GREENVILLE-2004

ACCOUNTS PAYABLE REGISTER

PAGE NO. 1 09/12/2011 16:11:01 BCLDOCL FRX

TOWN OF GREENVILLE AUG/SEPT2011

APPROPRIATIONA/P VOI	A/P VENDOR VOUCHER NUMBER	DESCRIPTION PO NUM	IUM INVOICE	DATE	AMOUNT CK NUM CK DATE		NOPAY N	MEMORANDUM
101002315.000	8554 Greenville Water Utility	REPLACES VOUCHER 8551 CRYSTAL LABOR	0	11	165.00 6142	08/10/2011		
101002315.000	8554 Greenville Water Utility	AMY LABOR	0	11	87.75 6142	08/10/2011		
101002315.000	8555 Greenville Water Utility	REIMBURSEMENT FOR GATEWAY TRAINING	0 2011-TR-055	1.1	43.88 6143	08/10/2011		
101002315.000	8556 Greenville Water Utility	REIMBURSEMENT FOR KEYSTONE TRAINING	0 2011-TR-037	1.1	140.40 6144	08/10/2011		
201001361.000	8557 Greenville Water Utility	2011-2012 SEASON OF SNOW REMOVAL	0 2011-TR-053	1.	500.00 6145	08/10/2011		
401001520.000	8558 IN. LAW ENFORCEMENT ACADEMY	1LETB INSTRUCTOR TRAINING MARSHAL M	0 2011-MR-056	11	400.00 6146	08/12/2011		
101001113.000	8559 PAYROLL	MOORE	0	11	442.16 745	08/15/2011		
101001113.000	8559 PAYROLL	BURKHART	0	11		08/15/2011		
101001111.000	8560 PAYROLL	TRAVILLIAN	0	11		08/29/2011		
101001111.000	8560 PAYROLL	RICHARDSON	0	11	109.65 748	08/29/2011		
101001111.000	8560 PAYROLL	JOHNES	0	1.1	112.25 749	08/29/2011		
101001111.000	8560 PAYROLL	WRIGHT	0	11	87.25 750	08/29/2011		
101001111.000		HAYES	0	11	116.04 751	08/29/2011		
101001111.000	8560 PAYROLL	PEARCE	•	1.1	112.25 752	08/29/2011		
101001113.000	8561 PAYROLL	MOORE	0	11	442.16 753	08/30/2011		
101001113.000	8561 PAYROLL	BURKHART	0	11	404.83 754	08/30/2011		
101001290.000	8562 MARATHON PETROLEUM CO.	GAS FOR POLICE CARS	0 1003130141	08/29/2011	298.52 0	09/09/2011		
101001315,000	8563 LAW OFFICES OF RICHARD FO	8/8 PHONE CALL: BUZZ KRON	0 1758	09/01/2011	42.50 0	09/09/2011		
101001315.000	8563 LAW OFFICES OF RICHARD FO	8/8 PHONE CALL: RANDY	0 1758	09/01/2011	8.50 0	09/09/2011		
101001315.000	8563 LAW OFFICES OF RICHARD FO	8/8 PHONE CALL: GREG FIFER	0 1758	09/01/2011	17.00 0	09/09/2011		
101001315.000	8563 LAW OFFICES OF RICHARD FO	8/8 PHONE CALL: BUZZ KROHN	0 1758	09/01/2011	42.50 0	09/09/2011		
101001315.000	8563 LAW OFFICES OF RICHARD FO	REGULAR MEETING	0 1758	09/01/2011	127.50 0	09/09/2011		
101001315.000	8563 LAW OFFICES OF RICHARD FO	8/9 PHONE CALL: RANDY	0 1758	09/01/2011	8.50 0	09/09/2011		
101001315.000	8563 LAW OFFICES OF RICHARD FO	8/9 PHONE CALL: GREG FIFIER	0 1758	09/01/2011	8.50 0	09/09/2011		
101001315.000	8563 LAW OFFICES OF RICHARD FO	8/9 PHONE CALL: RANDY: SEWER	0 1758	09/01/2011	17.00 0	09/09/2011		
101001315.000	8563 LAW OFFICES OF RICHARD FO	8/30 REVIEW CONFIDENTALY REPORT	0 1758	09/01/2011	17.00 0	09/09/2011		
101001315.000	8563 LAW OFFICES OF RICHARD FO	8/31 PHONE CALL: RANDY	0 1758	09/01/2011	8.50 0	09/09/2011		
201001351.000	8564 DUKE ENERGY	6 @ RATE SSLC	0 03902890016	08/30/2011	15.03 0	09/09/2011		
201001351.000	8564 DUKE ENERGY	43 @ RATE SSLP	0 44902890014	08/30/2011	329.99 0	09/09/2011		
201001351.000	8564 DUKE ENERGY	1 @ RATE SSLU	0 44902890014	08/30/2011	11.95 0	09/09/2011		
101001111.000	8565 Greenville Water Utility	STATE	0	11	35.12 0	09/09/2011		
101001111.000	8565 Greenville Water Utility	COUNTY	0	11	6.81 0	09/09/2011		
101001112.000	8565 Greenville Water Utility	STATE	0	11		09/09/2011		
101001112.000	8565 Greenville Water Utility	COUNTY	0	11	2.88 0	09/09/2011		

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE TOWN OF GREENVILLE-2004

ACCOUNTS PAYABLE REGISTER TOWN OF GREENVILLE AUG/SEPT2011

PAGE NO. 2 09/12/2011 16:11:01 BCLDOCL.FRX

APPROPRIATIONAIP VOI NUI	AJP VOUCHER NUMBER	DESCRIPTION PO NUM	JM INVOICE	DATE	AMOUNT CK NUM	WOW Y	CK DATE N	NOPAY	MEMORANDUM
101001113.000	8565 Greenville Water Utility	STATE	0	11	73.66	ŀ	09/09/2011		
101001113.000	8565 Greenville Water Utility	COUNTY	0	11	24.92	0	09/09/2011		
101001113.000	8566 Greenville Water Utility	FEDERAL	0	11	125.84	0	09/09/2011		
101001113.000	8566 Greenville Water Utility	FICA	0	11	45.50	0	09/09/2011		
101001113.000	8566 Greenville Water Utility	MEDICARE	0	11	15.71	0	09/09/2011		
101001131.000	8566 Greenville Water Utility	FICA	0	11	67.17	0	09/09/2011		
101001131.000	8566 Greenville Water Utility	MEDICARE	0	11	15.71	0	09/09/2011		
101001111.000	8567 Greenville Water Utility	FEDERAL	0	11	57.50	0	09/09/2011		
101001111.000	8567 Greenville Water Utility	FICA	0	11	28.35		09/09/2011		
101001111.000	8567 Greenville Water Utility	MEDICARE	0	- 11	9.78		09/09/2011		
101001112.000	8567 Greenville Water Utility	FEDERAL	0	11	157.50		09/09/2011		
101001112.000	8567 Greenville Water Utility	FICA	0		10.50		09/09/2011		
101001112.000	8567 Greenville Water Utility	MEDICARE	0		3,63		09/09/2011		
101001131.000	8567 Greenville Water Utility	FICA	0	11	57.35	-	09/09/2011		
101001131.000	8567 Greenville Water Utility	MEDICARE	0	11	13.44	•	09/09/2011		
101001113.000	8568 Greenville Water Utility	FEDERAL	•	11	125.84	0	09/09/2011		
101001113.000	8568 Greenville Water Utility	FICA	0	11	45.50	0	09/09/2011		
101001113.000	8568 Greenville Water Utility	MEDICARE	0	11	15.71	0	09/09/2011		
101001131.000	8568 Greenville Water Utility	FICA	0	11	67.17	0	09/09/2011		
101001131.000	8568 Greenville Water Utility	MEDICARE	0	11	15.71	0	09/09/2011		
201001324.000	8569 NEXTEL / SPRINT	POLICE CELL PHONES	0 625808657-050	08/15/2011	118.64	0	09/09/2011		
201001324.000	8569 NEXTEL / SPRINT	3 NEW CELL PHONES @ 117.99	0 625808657-050	08/15/2011	353.97	0	09/09/2011		
201001341.000	8570 INSURANCE & INVESTMENT	RENEWAL OF MUNICIPAL	0 493	09/02/2011	3147.61	0	09/09/2011		
204004363 000	011 731 0 729	4 DATE 1000	772000000			,			
05.000	03/1 C-1EA LLC.	PORTABLE RADIO	11,002-671 0	0//28/2011	00.0c	>	09/08/2011		
233001399.000	8572 TRIPLE G GUN GALLERY	1 FED 129A SLUG	0 948901	08/12/2011	4.00	0	09/09/2011		
233001399.000	8572 TRIPLE G GUN GALLERY	1 RIO 129A BUCK	0 948901	08/12/2011	4.00	0	09/09/2011		
401001520.000	8573 MUNICIPAL ELECTRONICS	RADAR CERTIFICATION @ RATE \$40 PER	0 058555	08/14/2011	120.00	0	09/09/2011		
101001131.000	8574 Greenville Water Utility	BILL BURKHART DPO	•	09/12/2011	27.20	-	00/42/2044		
101001131.000	8574 Greenville Water Utility	LBE		09/12/2011	12.90		09/12/2011		
101001131.000	8574 Greenville Water Utility	ABE		09/12/2011	0.75		09/12/2011		
101001131.000	8574 Greenville Water Utility	VISION	0	09/12/2011	5.75	0	09/12/2011		
101001398.000	8574 INDIANA LEAGUE OF MUNICIP	ANNUAL DUES FOR 2011	0	06/27/2011	40.00	0	09/09/2011		
101002315.000	8575 Greenville Water Utility	CRYSTAL 15 HRS @ \$11	0	09/12/2011	165.00	0	09/12/2011		
101002315.000	8575 Greenville Water Utility	AMY 5 HRS@ \$ 17.55	0	09/12/2011	87.75	0	09/12/2011		
Total ***					9755.80				

PAGE NO. 09/12/2011

16:11:06

FUND SUMMARY OF A/P VOUCHERS

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	FUND	EXPENDED	
	101	4700.61	
	201	4527.19	
	233	8.00	
	401	520.00	
*** Total ***		9755.80	

XZLEDG16 Page: 1

Date: 08/08/2011 Time: 16:22:06

History Transactions by Type
All Adjustments
Date From 07/12/2011 through 08/08/2011

BOOK # 1			
Acct # 11468 HARMON, MICHELLE			VMA reference
299327 Water Adjusted	893.46	Sanit Adjusted	\$0.00 Hydra Adiusted \$0.00
sted	56.54		dissted
07/13/2011 Water Penalty Adjusted	\$0.00		
Desc POSTED TO WRONG ACC			Total \$100.00 Balance \$0.00
BOOK # 1			
Water Adjusted \$93.46	94)	Sanit Adjusted	\$0.00 Hydra Adjusted \$0.00
Water Tax Adjusted \$6.54	154		Hydra Penalty Adjusted \$0.00
Water Penalty Adjusted \$0.00	001		
0.0000 0.00000			Total \$100.00
BOOK # 2			
Acct # 24283 MATTOX, R. L.			Operator A
Audit# 301584 Water Adjusted \$-3	\$-30.41	Sanit Adjusted	\$0.00 Hydra Adjusted \$0.00
Type Adjustment Water Tax Adjusted \$-	\$-2.13		Hydra Penalty Adjusted \$0.00
Date 08/02/2011 Water Penalty Adjusted \$ Desc LEAK	\$0.00		Total \$-32.54 Balance \$150.41
Acrt # 24283 MATTOX R J			Operator AMY
301795 Water Adjusted	\$30.41	Sanit Adjusted	\$0.00 Hydra Adjusted \$0.00
Adjustment Water Tax Adjusted	\$2.13		
Date 08/04/2011 Water Penalty Adjusted	80.00		
Desc CUSTOMER DECIDED THEY DIDN'T WANT ADJ 8/	%PO%		Total \$32.54 Balance \$182.95
BOOK # 2			
Water Adjusted \$0.0	00'0\$	Sanit Adjuşted	\$0.00 Hydra Adjusted \$0.00
pets	80.00		Hydra Penalty Adjusted \$0.00
ted	00'08		
0.0000 0.00000			Total \$0.00
* * XOOd			
# SOOG # WORK			Operator CRYSTAL
299401 Water Adjusted	\$-27.21	Sanit Adjusted	\$0.00 Hydra Adjusted \$0.00
Adjustment Water Tax Adjusted	\$-1.91		Hydra Penalty Adjusted \$0.00
07/15/2011 Water Penalty Adjusted	00'0\$		
Desc LEAK			Total \$-29.12 Balance \$120.88
BOOK # 3			
Water Adjusted \$-27.21	7.21	Sanit Adjusted	\$0.00 Hydra Adjusted \$0.00
Water Tax Adjusted \$-1.5	91.91		Hydra Penalty Adjusted \$0.00
Water Penalty Adjusted \$0.0	\$0.00		
0.00000 0.00000			Total \$-29.12
BOOK # 4			
Acct # 40350 CORLEY, VIOLA			Operator A
301437 Water Adjusted	\$57.31	Sanit Adjusted	\$0.00 Hydra Adjusted \$0.00
Adjustment Water Tax Adjusted	\$4,02		Hydra Penalty Adjusted
Date 08/01/2011 Water Penatty Adjusted Desc POSTED TO WRONG ACC	20.00		Total \$61.33 Balance \$24.40

XZLEDG16 Page:

Date: 08/08/2011 Time: 16:22:06

History Transactions by Type All Adjustments

Date From 07/12/2011 through 08/08/2011

\$-57.31 Sanit Adjusted \$0.00 Hydra Adjusted \$0.00 \$-4.02 Hydra Penalty Adjusted \$0.00	40352 DARST, ANTHONY	HONY			Operator AMY	
Hydra Penalty Adjusted \$0.00 Example \$4.02 Example \$4.02 Example \$6.00 Example	301436 Water Adjusted	\$-57.31	Sanit Adjusted	\$0.00 Hydra Adjusted		
Ocional Total \$-63.18 Balance Posted to wrong account A110 FINLEY, MELISSA 299328 Water Adjusted \$-0.00 Hydra Adjusted \$-0.00 Hydra Adjusted \$-0.00 Hydra Adjusted \$-0.00 Hydra Benalty Adjusted \$0.00 Hydra Penalty Adjusted \$0.00 Hydra Adjusted <	Adjustment Water Tax Adjusted	\$-4.02		Hydra Penatty Ad		
Total \$-63.18 Balance Posted to wrong account Search Mediance Posted to wrong account Search Mediance Search	08/01/2011 Water Penalty Adjusted					
\$-2.91 \$-2.91 \$-2.94 Adjusted \$0.00 Hydra Adjusted \$-2.91 \$-2.94 Adjusted \$0.00 \$-2.00 \$0.00 \$-0.00	Desc posted to wrong account				-63.18 Balance	\$76.80
299328 Water Adjusted \$-0.00 Hydra Penalty Adjusted \$-2.91 4-0.00 Hydra Penalty Adjusted \$0.00 1/13/2011 Water Panalty Adjusted \$0.00 1/13/2011 Water Penalty		JSSA			Operator AMY	
\$-6.34 Hydra Penalty Adjusted \$0.00 \$0.00	299328 Water Adjusted	\$:90.75	Sanit Adjusted	\$0.00 Hydra Adjusted		
\$0.00 Balance Total \$-100.00 Balance	Adjustment Water Tax Adjusted	\$-6.34		Hydra Penalty Ad		
Total \$-100.00 Balance	07/13/2011 Water Penalty Adjusted					
	Desc PAID IN CASH/POSTED TO WRONG ACC	ACC		Total \$	100.00 Balance	\$-0.23

\$-90.75 \$-6.34 \$-1.85 Water Tax Adjusted Water Penalty Adjusted Water Adjusted 0.0000.0 Sanit Adjusted

Hydra Penalty Adjusted \$0.00 Hydra Adjusted

\$-2.91

\$-2.91

Hydra Penalty Adjusted

\$0.00 Hydra Adjusted

Sanit Adjusted

\$-101.85

Total

\$-30.97 Total

Water Tax Adjusted Water Penalty Adjusted 0.00000

Water Adjusted

SUMMARY

\$-24.50 \$-1.71 \$-1.85 0.0000

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attached there to, are true and correct and I have audited same in accordance with I hereby certify that each of the above listed vouchers and the invoices, or bills IC5-11-10-1.6.

	Fiscal Officer
2011	
September 12	

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF GREENVILLE

WATER UTILITY SEPTEMBER 12, 2011

pages and except for accounts payables not allowed We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts as shown on the Register such accounts payables are hereby allowed in the total amount Payable Vouchers consisting of of \$

September 2011 12th day of Dated this

Signatures of Governing Board

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE TOWN OF GREENVILE-2004
ACCOUNTS PAYABLE REGISTER
WATER UTILITY SEPTEMBER 12, 2011

PAGE NO. 1 09/12/2011 15:06:24 BCLDOCL.FRX

APPROPRIATIONA/P	A/P VENDOR VOUCHER	DESCRIPTION	PO NUM INVOICE	DATE	AMOUNT CK NUM	CK DATE NOPAY	MEMORANDUM
601001112.000	5781 PAYROLL	GETROST	c	11	1983 46 1312	08/14/2014	
601001112.000	5781 PAYROLL	STONE	o 0			08/11/2011	
601001111.000	5781 PAYROLL	SCHMITT	o	11		08/11/2011	
601001112.000	5781 PAYROLL	BURKHART	0	1.1	686.70 1315	08/11/2011	
601001111.000	5782 INTERNEL REVENUE SERVICE	FICA	0	11	57.12 81111	08/11/2011	
601001111.000	5782 INTERNEL REVENUE SERVICE	MEDICARE	0	1.1	19.72 81111	08/11/2011	
601001111.000	5782 INTERNEL REVENUE SERVICE	FEDERAL	0	1.1	175.54 81111	08/11/2011	
601001112.000	5782 INTERNEL REVENUE SERVICE	FICA	0	11	202.91 81111	08/11/2011	
601001112.000	5782 INTERNEL REVENUE SERVICE	MEDICARE	0	11	70.05 81111	08/11/2011	
601001112.000	5782 INTERNEL REVENUE SERVICE	FEDERAL	0	1.1	589.49 81111	08/11/2011	
601001131.000	5782 INTERNEL REVENUE SERVICE	FICA	0	11	383.85 81111	08/11/2011	
601001131.000	5782 INTERNEL REVENUE SERVICE	MEDICARE	0	11	89.78 81111	08/11/2011	
601001112.000	5783 PAYROLL	GETROST	0	1.1	1983.56 1316	08/25/2011	
601001112.000	5783 PAYROLL	STONE	0	11	799.55 1317	08/25/2011	
601001111.000	5783 PAYROLL	SCHMITT	0	11	1045.74 1318	08/25/2011	
601001112.000	5783 PAYROLL	BURKHART	0	11	686.70 1319	08/25/2011	
601001111.000	5784 Internal Revenue Service	FICA	0	11	57.12 82511	08/25/2011	
601001111.000	5784 Internal Revenue Service	MEDICARE	G	11	19.72 82511	08/25/2011	
601001111.000	5784 Internal Revenue Service	FEDERAL	0	11	175.54 82511	08/25/2011	
601001112.000	5784 Internal Revenue Service	FICA	0	11	187.80 82511	08/25/2011	
601001112.000	5784 Internal Revenue Service	MEDICARE	0	11	64.83 82511	08/25/2011	
601001112.000	5784 Internal Revenue Service	FEDERAL	0	1.1	535.52 82511	08/25/2011	
601001131.000	5784 Internal Revenue Service	FICA	0	11	361.54 82511	08/25/2011	
601001131.000	5784 Internal Revenue Service	MEDICARE	0	11	84.56 82511	08/25/2011	
601001130.000	5785 HUMANA INC.	PAST DUE FROM CHANGE	0 022561628	11	413.57 7970	08/26/2011	
004004430 000	CINI NA MA INI	Crippent Deemina	0 000564600		2908 75 7970	08/26/2014	
601001130.000	5785 DOMENTAL INC.	TP AVII I I ANI				08/29/2011	
604004420.000	STAGE BAYBOLI	RICHARDSON	· c			08/29/2011	
601001120.000	5786 PAYROLL	JOHNES	. 0	11		08/29/2011	
601001120.000	5786 PAYROLL	WRIGHT	0	111	389.57 1323	08/29/2011	
601001120.000	5786 PAYROLL	HAYES	0	111	418.37 1324	08/29/2011	
601001120.000	5786 PAYROLL	PEARCE	0	11	414.57 1325	08/29/2011	
601001502.000	5788 INTERNEL REVENUE SERVICE	MARSHAL FICA	0	11	45.50 83011	08/30/2011	
601001502.000	5788 INTERNEL REVENUE SERVICE	MEDICARE	0	11	15.71 83011	08/30/2011	
601001502.000	5788 INTERNEL REVENUE SERVICE	FEDERAL	0	111	125.84 83011	08/30/2011	
601001502.000	5788 INTERNEL REVENUE SERVICE	EMPLOYER PART FICA	0	11	67.17 83011	08/30/2011	
601001502.000	5788 INTERNEL REVENUE SERVICE	EMPLOYER PART MEDICARE	0	111	15.71 83011	08/30/2011	
601001111.000	5789 PAYROLL	SCHMITT	0	11		09/08/2011	
601001112.000	5789 PAYROLL	GETROST	0	111		09/08/2011	
601001112.000	5789 PAYROLL	STONE	0	1.1	1068.64 1327	09/08/2011	

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE TOWN OF GREENVILLE-2004

ACCOUNTS PAYABLE REGISTER WATER UTILITY SEPTEMBER 12, 2011

PAGE NO. 2 09/12/2011 15:06:24 BCLDOCL.FRX

			•					
APPROPRIATIONA/P	VENDOR	DESCRIPTION PO NUM	INVOICE	DATE	AMOUNT CK NUM	M CK DATE NOPAY	AY MEMORANDUM	
	VOUCHER							
601001112.000	5789 PAYROLL	BURKHART	0	11	686.70 1329	09/08/2011		
601001111.000	5790 Internal Revenue Service	FICA	0	11	•	_		
601001111.000	5790 Internal Revenue Service	MEDICARE	0	11	19.72 90811	1 09/08/2011		
601001111.000	5790 Internal Revenue Service	FEDERAL	0	1.1	175.54 90811	1 09/08/2011		
601001112.000	5790 Internal Revenue Service	FICA	0	11	202.91 90811	1 09/08/2011		
601001112.000	5790 Internal Revenue Service	MEDICARE	0	1.1	70.05 90811	1 09/08/2011		
601001112.000	5790 Internal Revenue Service	FEDERAL	0	11	589.49 90811	1 09/08/2011		
601001131.000	5790 Internal Revenue Service	FICA	0	11	383.85 90811	1 09/08/2011		
601001131.000	5790 Internal Revenue Service	MEDICARE	0	1.1	89.78 90811	1 09/08/2011		
601001230.000	5791 Waller's Meter	SEE INVOICE	0 118901	11	645.30 0	09/09/2011		
601001230.000	5791 Waller's Meter	SEE INVOICE	0 118902	11	665.00 0	09/09/2011		
601001354.000	5792 Floyds Knobs Water	8,000 GALLONS	0 100001	11	26.16 0	09/09/2011		
601001354.000	5792 Floyds Knobs Water	2,251,000 GALLONS	0 100002	11	7360.77 0	09/09/2011		
601001350.000	5793 VERIZON WIRELESS	CELL PHONES	0 48077615400001	11	183.08 0	09/09/2011		
601001354.000	5794 Ramsey Water	107,000 GALLONS	0 105723	1.1	481.23 0	09/09/2011		
601001320.000	5795 JACK'S AUTO CARE	2 MICHELIN LTX	0 1038	11	354.66 0	09/09/2011		
603001490.000	5796 JACOBI, TOOMBS AND LANZ	TOWN SANITARY STUDY	0 110349	11	10749.63 0	09/09/2011		
603001490.000	5797 JACOBI, TOOMBS AND LANZ	WATER PROJECT	0 110344	1.1	2820.88 0	09/09/2011		
601001230.000	5798 SAM'S CLUB	SEE ATTACHED RECEIPT	0	11	39.00	09/09/2011		
601001351.000	5799 DUKE ENERGY	PEKIN ROAD	0 65802890014	11	236.94 0	09/09/2011		
601001351.000	5799 DUKE ENERGY	WIND HILL DR	0 01903002014	11	9.40 0	09/09/2011		
601001351.000	5799 DUKE ENERGY	CLARK ST	0 02603002019	11	33.87 0	09/09/2011		
601001351.000	5799 DUKE ENERGY	CLARK ST	0 91603002011	11	153.28 0	09/09/2011		
601001350.000	5800 MCI	LONG DISTANCE	0 08676590249	11	26.99 0	09/09/2011		
601001340.000	5801 INSURANCE & INVESTMENT	BOND RIGHT OF WAY FLOYD	0 490	11	100.00 0	09/09/2011		
	GR	COUNTY						
601001340.000	5802 INSURANCE & INVESTMENT GR	RENEWAL OF MUNICIPAL INSURANCE PROG	0 494	-	5282.39 0	09/09/2011		
601001360.000	5803 GREENER, LINDA	OFFICE CLEANING	0	1.1	220.00 0	09/09/2011		
601001355.000	5804 Greenville Water Utility	OFFICE WATER USAGE	0 10750	11	22.99 0	09/09/2011		
601001360.000	5805 RIDGE TOP GRADING	GRADE, SEED, FERT. & STRAW WATER LE	0 700375	11	1475.00 0	09/09/2011		
601001320.000	5806 Jacobi Oil Service	GASOLINE WORK TRUCKS	0 GREENW1	11	719.03 0	09/09/2011		
601001354.000	5807 Edwardsville Water	ED #1 10,020,000 GALLONS	0 102393	11	17103.42 0	09/09/2011		
601001354.000	5807 Edwardsville Water	ED #2 79,000 GALLONS	0 102393	11	135.09 0	09/09/2011		
601001354.000	5807 Edwardsville Water	3,160 GALLONS	0 102393	11	5.40 0	09/09/2011		
601001354.000	5807 Edwardsville Water	MONTHLY SERVICE CHARGE	0 102393	11	7865.00 0	09/09/2011		
601001360.000	5808 DAN CHRISIANI EXCAVATING	REPAIR LEAKS OLD VINCENNES RD, PEKI	0 55724	11	1492.05 0	09/09/2011		
601001360.000	5808 DAN CHRISIANI EXCAVATING	SET METERS JOHN PECTOL RD., FIX LEA	0 55867	11	1355.00 0	09/09/2011		
601001360.000	5808 DAN CHRISIANI EXCAVATING	FIX LEAK WATER TOWER, SET	0 55868	11	472.50 0	09/09/2011		

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE TOWN OF GREENVILLE-2004
ACCOUNTS PAYABLE REGISTER

3 15:06:24

PAGE NO. 09/12/2011

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WATER UTILITY SEPTEMBER 12, 2011

MEMORANDUM	
E NOPAY	
CK DATE	
AMOUNT CK NUM CK DATE	
AMOUNT	
DATE	
INVOICE	
PO NUM	
DESCRIPTION	
VENDOR R	~
APPROPRIATIONA/P VOUCHER	NUMBER

72	NUMBER						
		METER NAV					
601001230.000	5809 EARTH FIRST OF KENTUCKIAN	LIMESTONE #63	0 61495	11	59.43	0	09/09/2011
601001230.000	5810 HOME DEPOT	SEE ATTACHED RECEIPT	0	11	18.48		09/09/2011
601001360.000	5811 LAW OFFICES OF RICHARD FO	SEE ATTACHED INVOICE	0 1766	11	51.00	0	09/09/2011
601001320.000	5812 JOHN JONES AUTOMOTIVE GRO	REPAIRS TO 2006 COLORADO	0 139557	11	694.71	0	09/09/2011
601001360.000	5813 Enviromental Laboratories	2 TOTAL COLIFORM @ 16.00 EA	0 20115295		32.00	0	09/09/2011
601001360.000	5813 Enviromental Laboratories	3 TOTAL COLIFORM @ 16.00 EA	0 20115382	11	48.00	0	09/09/2011
601001360.000	5813 Enviromental Laboratories	2 TOTAL COLIFORM @ 16.00 EA	0 20115383	11	32.00	0	09/09/2011
601001320.000	5814 BIG O TIRES	OIL CHANGE 2006 COLORADO	0 HO110397	11	39.95	0	09/09/2011
601001230.000	5815 SLC METER SERVICE INC.	SEE ATTACHED	0 239935	11	44.62	0	09/09/2011
601001350.000	5816 AT & T	OFFICE PHONES	0 8129239821	11	168.46	0	09/09/2011
601001501.000	5817 INDIANA DEPARTMENT OF REV	\$71,645.80 X 7%	0	11	5015.21	0	09/09/2011
601001111.000	5818 INDIANA DEPT OF REVENUE	PLANT STATE	0	1.1	92.48	0	09/09/2011
601001111.000	5818 INDIANA DEPT OF REVENUE	PLANT LOCAL	0		31.28	0	09/09/2011
601001112.000	5818 INDIANA DEPT OF REVENUE	STATE	0	11	336.28	0	09/09/2011
601001112.000	5818 INDIANA DEPT OF REVENUE	LOCAL	0	11	106.98	0	09/09/2011
601001120.000	5818 INDIANA DEPT OF REVENUE	STATE	0	11	144.59	0	09/09/2011
601001120.000	5818 INDIANA DEPT OF REVENUE	LOCAL	0		35.38	0	09/09/2011
601001502.000	5818 INDIANA DEPT OF REVENUE	TOWN COUNCIL STATE	0	11	35.12	0	09/09/2011
601001502.000	5818 INDIANA DEPT OF REVENUE	TOWN COUNCIL LOCAL	0	1.1	6.81	0	09/09/2011
601001502.000	5818 INDIANA DEPT OF REVENUE	TREASURER STATE	0	111	33.50	0	09/09/2011
601001502.000	5818 INDIANA DEPT OF REVENUE	TREASURER LOCAL	0	111	2.88	0	09/09/2011
601001502.000	5818 INDIANA DEPT OF REVENUE	MARSHAL STATE	0	111	73.66	0	09/09/2011
601001502.000	5818 INDIANA DEPT OF REVENUE	MARSHAL LOCAL	0	11	24.92	0	09/09/2011
601001211.000	5819 Postmaster	BILLINGS	0	11	500.00	0	09/12/2011
603001490.000	5820 Greenville Water Utility	11003 TOWN SANITARY MASTER PLAN	0 110107	11	1160.00	0	09/12/2011
603001490.000	5820 Greenville Water Utility	11003 TOWN OF SANITARY MASTER PLAN	0 110241	11	2180.00	0	09/12/2011
*** Total ***					95878.11		

95878.11

PAGE NO. 09/12/2011

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FUND SUMMARY OF A/P VOUCHERS

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	FUND	EXPENDED	
	601	78967.60	
	603	16910.51	
*** Total ***		95878.11	

THIENEMAN ENVIRONMENTAL, LLC

5031 Old Vincennes Road Floyds Knobs, Indiana 47119-0505 (812) 923-0771

August 29, 2011

Town of Greenville, Indiana c/o Greenville Town Council 9706 Clark Street Greenville, IN 47124

Re: Confidentiality and non-disclosure agreement regarding the interest of the Town of Greenville (the "Town") in purchasing the wastewater collection and treatment system in Heritage Springs subdivision from Thieneman Environmental, LLC (the "Company").

Dear Town Council Members:

In connection with your analysis of the possible acquisition of the Company's wastewater collection and treatment system in Heritage Springs subdivision by the Town, you have requested certain information concerning the Company, which may be in oral, written or electronic form (collectively, the "Evaluation Material"), from its managers, members, employees and/or agents. In consideration of furnishing you with the Evaluation Material, we request your agreement to the following (it being understood that you are also agreeing to cause your affiliates to comply with the provisions hereof):

The Evaluation Material will be provided by the Company to your counsel, Richard R. 1. Fox, and shall be used solely for the purpose of evaluating a possible relationship between the Company and the Town, and not in any way directly or indirectly detrimental to the Company or its affiliates. Unless and until you have formalized such a relationship pursuant to a definitive agreement (the "Definitive Agreement"), such information shall not become a public record as defined by Ind. Code § 5-14-3, et seq., and will be kept confidential by the Town, except that the Town may disclose the Evaluation Material or portions thereof to its Town Council members, officers, employees, and advisors (the persons to whom such disclosure is permissible being collectively called "Representatives") who need to know such information for the purpose of evaluating the Town's possible relationship with the Company (it being understood that those Representatives will be informed of the confidential nature of the Evaluation Material and will agree to be bound by this agreement and not to disclose the information to any other individual). The Town agrees to be responsible for any breach of this agreement by its Representatives.

TOWN OF GREENVILLE, INDIANA August 29, 2011 Page 2

- 2. If the Town or any of its Representatives become legally compelled to disclose any of the Evaluation Material, you shall provide the Company with prompt prior written notice of such requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this agreement. If such protective order or other remedy is not obtained, or if the Company waives compliance with the provisions hereof, you agree to furnish only that portion of the Evaluation Material which is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such Evaluation Material.
- 3. The term "Evaluation Material" does not include any information which (a) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Town or its Representatives) or (b) was available to the Town on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not and was not bound by a confidentiality agreement with the Company.
- 4. If a Definitive Agreement is not executed or if the Company so requests, you promptly will return to the Company all copies of the Evaluation Material in your possession or in the possession of all Town Representatives, and you will destroy all copies of any analyses, compilations, studies or other documents prepared by the Town for its use containing or reflecting any Evaluation Material, and delete all such information from their computers, computer discs, tapes and any other information storage devices. The Town will provide the Company with written confirmation of compliance with this paragraph.
- 5. The Town understands and acknowledges that the Company is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Material, and none of the Company, or any of its managers, members, employees, affiliates or agents will have any liability to the Town or any other person resulting from the Town's use of the Evaluation Material. Only those representations or warranties that are made to a party in a Definitive Agreement when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Definitive Agreement, will have any binding legal effect.
- 6. The Town also understands and agrees that no contract or agreement providing for the existence of a relationship with the Company shall be deemed to exist unless and until the Definitive Agreement has been executed and delivered, and the Town hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with the relationship with the Company unless and until the Town shall have entered into a Definitive Agreement. The Town also agrees that unless and until a Definitive Agreement with respect to the relationship with the Company has been executed and delivered, the Company has no legal obligation of any kind whatsoever with respect to

any such relationship by virtue of this agreement or any other written or oral expression with respect to such transaction except, in the case of this agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term "Definitive Agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of an offer or bid on the Town's part.

- 7. The Town agrees that the Company shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this agreement, in addition to all other remedies available to the Company at law or in equity. In the event that the Evaluation Material is or becomes the subject of a patent, trademark, or copyright application, or of a patent, trademark, or copyright registration, the Town agrees and understands that the Company will have all the rights and remedies available to the Company under the applicable law arising from any resulting patents, trademarks, or copyrights. This agreement will be governed by and construed in accordance with the laws of the State of Indiana. The Town also hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Indiana and of the United States of America located in Clark or Floyd County, Indiana for any actions, suits or proceedings arising out of or relating to this agreement and the transactions contemplated hereby (and the Town agrees not to commence any action, suit or proceeding relating thereto except in such courts). The Town hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby, in the courts of the State of Indiana or the United States of America located in Clark or Floyd County, Indiana.
- 8. It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

[The remainder of this page intentionally left blank. Signature page follows.]

TOWN OF GREENVILLE, INDIANA August 29, 2011 Page 4

Cc:

If you agree with the foregoing, please sign and return an original of this letter, which will constitute our agreement with respect to the subject matter of this letter.

Very truly yours,

THIENEMAN ENVIRONMENTAL, LLC, an Indiana limited liability company

Ву:		
	Donald I. Thieneman Member	

CONFIRMED AND AGREED:

TOWN OF GREENVILLE, INDIANA

Printed: TALL TIEP, A.A.

Title:

Dated: September <u>9-/2</u>, 2011

Richard R. Fox, 409 Bank Street, New Albany, IN 47150 Counsel for the Town C. Gregory Fifer, 428 Meigs Avenue, Jeffersonville, IN 47130 Counsel for the Company

Town of Greenville Water Utility P.O. Box 188, 9706 Clark Street Greenville, In. 47124 {812} 923-9128

SEWER PROJECT FUNDING TRACKING

NOTE: ALL PAYMENTS SHALL BE CHARGED AGAINST THE WATER UTILITY SPECIAL PROJECT ACCOUNT AT FIRST HARRISON BANK GREENVILLE, INDIANA

FUNDING BALANCE REMAINING	04000	\$ 3,840.00	\$ 1,600.00	\$ 5,114.37	\$ 5000.00	\$14,196.00	\$ 8,000.00				\$ 30,000.00			
		& & & -		\$ 5,	\$ 5(\$14,	\$ 8,				\$ 30			
WATER UTILITY CHECK	NO.	7918*	000103	000103		000103								
DATE OF PAYMENT	***************************************	04/11/11	09/13/11	09/13/11		09/13/11								
~ 1	PAYMENT	\$ 1,160.00	\$ 60.00	\$ 4,886.00		\$ 5,804.00								
AMOUNT DATE OF OF INVOICE		03/25/11		08/26/11		08/26/11								
		\$ 1,160.00	00.09 \$	\$ 4,885.63		\$ 5,804.00								
INVOICED NO. FROM KROHN														
INVOICED NO. FROM JTL		11-010/	11-0349	11-0349		11-0349								
FUNDED AMOUNT APPROVED	/ OR REMAINING	\$ 5,000.00	\$ 1,660.00	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00	\$ 8,000.00				\$ 30,000.00			
NOTE	E	ST-1	ST-1	ST-2	ST-3	ST-4	ST-5	9-LS	L-LS	8-LS				
APPROVED NOTE BY ORDINANCE	NO.	2011-WO-012	2011-W0-012	2011-WO-033	2011-WO-033	2011-WO-033	2011-WO-033	PENDING	PENDING	PENDING	OWK 2011-WO-044			
		JIL	JTL	JTL	JTL	JTL	JTL	JTL	JTL	JTL	OWK			

*CHECK NO. 000105 DATED 9-13-2011 WAS ISSUED FROM THE SPECIAL CHECKING ACCOUNT TO THE GENERAL OPERATING ACCOUNT



MEMORANDUM

Date:

To: Randall Johnes – Utility Project Coordinator From: Otto W. "Buzz" Krohn, Executive Partner

Re:

Participated in preliminary meetings with Town Officials to discuss scope of financial feasibility analysis.

Researched available information regarding Theineman Environmental, LLC from the IURC filings in their initial proceedings for establishing the existing CTA (certificate of territorial authority for providing sewer service in Greenville) in IURC Cause No. 42670 (2005). Also reviewed the IURC Order in Cause No. 43779 where the Commission granted an expansion of the original CTA in 2009.

Contacted Mr. Thieneman directly to discuss the Town's intent to enter in confidentiality agreement for conducting financial due diligence and feasibility of the Town's potential acquisition of the assets and customer base for Theineman Environmental, LLC.

Participated in various conference calls and discussions with the Town's project team (Jorge, Rick, Gary & Randall). Communicated the needs from Jorge for the preliminary financial feasibility analysis (identify potential service area alternatives & related capital costs, identify estimated costs of operating the plant and collection system, maps of proposed service area options & related customer base information). Also participated in discussions with Rick Fox and Jim Gutting – the Town's bond counsel from Barnes & Thornburg.

Prepared gant chart that provides general overview of activities by phase in moving from planning to financing. construction & operations. Also prepared outline of issues relative to the Town's meeting with Don Thieneman.

Once we have confidentiality agreement in place, we are ready to meet with Mr. Theineman's accountants to obtain existing plant valuation considerations, existing customer base within existing CTA and other relevant information for our feasibility analysis of the Town's potential ownership and operations).

O. W. Krohn & Associates, LLP



GREENVILLE TOWN & WATER UTILITY COUNCIL PROJECT STATUS REPORT JACOBI, TOOMBS AND LANZ, INC. September 12, 2011

A. JOB NO. 10090-GREENVILLE WATER UTILITY PRELIMINARY ENGINEERING REPORT

- PER submitted to SRF on Dec. 30, 2010
- SRF comments received on Feb. 11, 2011
- Responses to comments submitted to SRF on March 9, 2011
- SRF comments received on April 5, 2011.
 - O Questions 1 thru 4 are about additional information for the Booster Station.
 - O Questions 5 thru 8 involve minor reviews to drawings previously submitted.
 - o Responses will be submitted by Friday April 15, 2011
- Environmental Assessment and FONSI published for Public Comment on July 5, 2011. Approval expected by August 4, 2011. Once PER is approved, need to coordinate with SRF about availability of funds, and proceed with Plans and Specifications to obtain construction bids.
- The PER was approved on August 4, 2011.

JOB NO. 11090-GREENVILLE WATER TANK & BOOSTER STATION DESIGN

• Field work has been completed for the tank site and the booster station/water main site. The design is underway.

B. JOB NO. 11003-GREENVILLE SANITARY SEWER REPORT PHASE 1-HERITAGE SPRINGS TREATMENT PLANT EVALUATION

- Request for increased effluent limits submitted to IDEM on March 9, 2011

 No response received yet. The response from IDEM was received on April 19, 2011

 approving the proposed increase in the effluent limit.
- Step 1 Report completed and submitted to Town Council. Preliminary meeting held with Financial Consultant. To move forward, need authorization to proceed with Steps 2 thru 5 with a total budget of \$43,000.00. Authorization to proceed with Steps 2 through 5 was approved on July 11, 2011.

PHASE 2-5 -PRELIMINARY SANITARY SEWER COLLECTION SYSTEM

- Service watersheds have been identified and preliminary flow calculations have begun.
- A preliminary collection system has been designed and sized for the Town of Greenville.

Town of Greenville Water Utility P.O. Box 188, 9706 Clark Street Greenville, In. 47124 {812} 923-9128

WATER TOWER / BOOSTER PUMP PROJECT FUNDING TRACKING

NOTE: ALL PAYMENTS SHALL BE CHARGED AGAINST THE WATER UTILITY SPECIAL PROJECT ACCOUNT AT FIRST HARRISON BANK GREENVILLE, INDIANA

FUNDING BALANCE REMAINING	\$ 156,000.00	\$ 153,179.12								
WATER UTILITY CHECK NO.		000104								
DATE OF PAYMENT		09/13/2011								
AMOUNTED APPROVED FOR PAYMENT		\$ 2,820.88								
DATE OF INVOICE		08/26/11								
AMOUNT OF INVOICE		\$ 2,820.88								
INVOICED NO. FROM KROHN										
INVOICED NO. FROM JTL		11-0344								
FUNDED AMOUNT APPROVED / OR REMAINING	\$ 156,000.00									
NOTE										
APPROVED BY ORDINANCE NO.	2011-WR-052	BOOSTER STATION DESIGN								



MEMORANDUM

Date:

September 9, 2011

To: From:

Randal Johnes – Utility Project Coordinator Otto W. "Buzz" Krohn, Executive Partner

Re:

Water Project – Status Report on Financing Activities

Participated in preliminary meetings and consultations with Town Officials to discuss the proposed bond issue with SRF – Indiana's State Revolving Fund Loan Program. SRF has given preliminary approvals for proceeding with financing through their drinking water loan program.

Participated in various conference calls and discussions with the Town's project team (Jorge, Rick, Gary & Randal). Also participated in discussions with Rick Fox and Jim Gutting – the Town's bond counsel from Barnes & Thornburg.

Prepared gant chart that provides general overview of activities by phase in moving from design phase to financing & construction phases.

We have already conducted the necessary rate study and related rate adjustments were adopted in 2010 to produce approximately \$916k per year in annual operating revenues. This should provide sufficient revenues to cover the current cost of purchasing water from the Town's wholesale suppliers, other cash operating costs, debt service on existing and proposed bonds and an allowance for capital improvements that is sufficient to provide debt coverage on the existing and proposed water works revenue bonds. See revenue requirements summary below:

	No Project	With Project
PRO FORMA CASH OPERATING EXPENSES	\$785,148	\$785,148
EXISTING DEBT SERVICE (2010 - 2019) PROPOSED DEBT SERVICE S 900,000 PROJECT (20 YRS @ 3%)	20,950	20,950 60,494
EXTENSIONS AND REPLACEMENTS	50,000	50,000
TOTAL REVENUE REQUIREMENTS	856,098	916,592

We will update our baseline financial studies when we get closer to the construction bidding phase in order to prepare the necessary parity report and other reporting requirements (additional bonds test necessary to issue new bonds on parity with the outstanding bonds). Unless there have been dramatic changes in operating costs and / or customer usage characteristics, the rates already adopted are anticipated to be sufficient to meet the financial requirements associated with the proposed capital project and SRF's funding requirements.

We will also prepare and coordinate the SRF's Financial Due Diligence reporting requirements in a timely manner that will enable the Town to go from construction bidding to bond closing immediately after bids are received.

O. W. Krohn & Associates, LLP

TOWN OF GREENVILLE ORDINANCE NO. 2011-MR-058

RESOLUTION CONCERNING THE CARRYOVER OF MARSHAL FUEL FUNDS FROM THE 2011 BUDGET INTO THE 2012 BUDGET LOCATED IN GENERAL FUND, MARSHAL'S FUEL ACCOUNT NUMBER 101001290 FOR THE TOWN OF GREENVILLE, INDIANA MARSHAL DEPARTMENT

WHEREAS, the Town of Greenville Marshal Department has received a \$4000.00 grant for fuel from Floyd County, Indiana and;

WHEREAS, the Town Council for the Town of Greenville, Indiana has determined that it would be inappropriate to put the funds from the Marshal Fuel Account Fund back into the General Fund on 12-31-2011 to be redistributed in the 2012 budget;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, AS FOLLOWS:

- 1. The Town of Greenville Clerk / Treasurer shall carryover any funds remaining in the General Fund, Marshal's Fuel Account Number 101001290 as of 12-31-2011 into the 2012 General Fund, Marshal's Fuel Account Number 101001290.
- 2. These carryover funds shall be in addition to Marshal's Fuel Account Number 101001290 funds approved by the Greenville Town Council for the 2012 budget year.

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 12th DAY OF SEPTEMBER, 2011.

PRESIDENT OF THE TOWN COUNCIL OF GREENVILLE, INDIANA

TALBOTTE RICHARDSON.

JACK TRAVILLIAN, CLERK/TREASURER

PREPARED BY: RANDAL JOHNES

TOWN OF GREENVILLE ORDINANCE NO. 2011-WR-059

RESOLUTION CONCERNING THE ACCEPTANCE BY THE GREENVILLE WATER UTILITY COUNCIL OF THE CONFIDENTIALITY AGREEMENT BETWEEN THIENEMAN ENVIRONMENTAL L.L.C. AND THE GREENVILLE WATER UTILITY OF THE TOWN OF GREENVILLE, INDIANA

WHEREAS, the Water Utility Council for the Town of Greenville, Indiana, in accordance with I.C. 36-5-2-9 and I.C. 8-1.5-3-4 is the entity authorized by state law to enter into contracts and agreements on behalf of the Greenville Water Utility of Greenville, Indiana and;

WHEREAS, the Greenville Water Utility is currently researching the possibility of acquiring the Heritage Springs Waste Treatment Plant currently owned and operated by Thieneman Environmental L.L.C. and:

WHEREAS, the consultants hired by the Greenville Water Utility Council require information of a private and sensitive nature from Thieneman Environmental L.L.C. it is necessary for the Greenville Water Utility Council to enter into a Confidentiality Agreement with Thieneman Environmental L.L.C.;

NOW, THEREFORE, BE IT ORDAINED BY THE WATER COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, AS FOLLOWS:

- 1. After passage of this Resolution by the majority of the Greenville Water Utility Council the Greenville Water Utility Council President Talbotte Richardson is authorized to sign on behalf of the complete Water Utility Council the Confidentiality Agreement dated August 29th, 2011 proposed by Thieneman Environmental L.L.C.
- 2. All provisions of the Confidentiality Agreement dated August 29th, 2011 shall be binding on all Water Utility Council Members, Clerks / Treasurers, Attorneys, Consultants and Water Utility Supervisory Personnel.
- 3. All information requested from Thieneman Environmental L.L.C. concerning the acquisition of the Heritage Springs Sewage Treatment Plant shall be requested through Greenville Water Utility and Town Attorney Richard Fox
- 4. See agreement attached.

TOWN OF GREENVILLE ORDINANCE NO. 2011-WR-059

ADOPTED BY THE WATER UTILITY COUNCIL FOR THE TOWN OF GREENVILLE, INDIANA, ON THE 12th DAY OF SEPTEMBER, 2011.

PRESIDENT OF THE WATER UTILITY COUNCIL FOR THE TOWN OF GREENVILLE, INDIANA

TALBOTTE RICHARDSON,

JACK TRAVILLIAN, CLERK/TREASURER

PREPARED BY: RANDAL JOHNES

THIENEMAN ENVIRONMENTAL, LLC

5031 Old Vincennes Road Floyds Knobs, Indiana 47119-0505 (812) 923-0771

August 29, 2011

Town of Greenville, Indiana c/o Greenville Town Council 9706 Clark Street Greenville, IN 47124

Re: Confidentiality and non-disclosure agreement regarding the interest of the Town of Greenville (the "Town") in purchasing the wastewater collection and treatment system in Heritage Springs subdivision from Thieneman Environmental, LLC (the "Company").

Dear Town Council Members:

In connection with your analysis of the possible acquisition of the Company's wastewater collection and treatment system in Heritage Springs subdivision by the Town, you have requested certain information concerning the Company, which may be in oral, written or electronic form (collectively, the "Evaluation Material"), from its managers, members, employees and/or agents. In consideration of furnishing you with the Evaluation Material, we request your agreement to the following (it being understood that you are also agreeing to cause your affiliates to comply with the provisions hereof):

The Evaluation Material will be provided by the Company to your counsel, Richard R. 1. Fox, and shall be used solely for the purpose of evaluating a possible relationship between the Company and the Town, and not in any way directly or indirectly detrimental to the Company or its affiliates. Unless and until you have formalized such a relationship pursuant to a definitive agreement (the "Definitive Agreement"), such information shall not become a public record as defined by Ind. Code § 5-14-3, et seq., and will be kept confidential by the Town, except that the Town may disclose the Evaluation Material or portions thereof to its Town Council members, officers, employees, and advisors (the persons to whom such disclosure is permissible being collectively called "Representatives") who need to know such information for the purpose of evaluating the Town's possible relationship with the Company (it being understood that those Representatives will be informed of the confidential nature of the Evaluation Material and will agree to be bound by this agreement and not to disclose the information to any other individual). The Town agrees to be responsible for any breach of this agreement by its Representatives.

- 2. If the Town or any of its Representatives become legally compelled to disclose any of the Evaluation Material, you shall provide the Company with prompt prior written notice of such requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this agreement. If such protective order or other remedy is not obtained, or if the Company waives compliance with the provisions hereof, you agree to furnish only that portion of the Evaluation Material which is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such Evaluation Material.
- 3. The term "Evaluation Material" does not include any information which (a) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Town or its Representatives) or (b) was available to the Town on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not and was not bound by a confidentiality agreement with the Company.
- 4. If a Definitive Agreement is not executed or if the Company so requests, you promptly will return to the Company all copies of the Evaluation Material in your possession or in the possession of all Town Representatives, and you will destroy all copies of any analyses, compilations, studies or other documents prepared by the Town for its use containing or reflecting any Evaluation Material, and delete all such information from their computers, computer discs, tapes and any other information storage devices. The Town will provide the Company with written confirmation of compliance with this paragraph.
- 5. The Town understands and acknowledges that the Company is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Material, and none of the Company, or any of its managers, members, employees, affiliates or agents will have any liability to the Town or any other person resulting from the Town's use of the Evaluation Material. Only those representations or warranties that are made to a party in a Definitive Agreement when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Definitive Agreement, will have any binding legal effect.
- 6. The Town also understands and agrees that no contract or agreement providing for the existence of a relationship with the Company shall be deemed to exist unless and until the Definitive Agreement has been executed and delivered, and the Town hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with the relationship with the Company unless and until the Town shall have entered into a Definitive Agreement. The Town also agrees that unless and until a Definitive Agreement with respect to the relationship with the Company has been executed and delivered, the Company has no legal obligation of any kind whatsoever with respect to

any such relationship by virtue of this agreement or any other written or oral expression with respect to such transaction except, in the case of this agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term "Definitive Agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of an offer or bid on the Town's part.

- The Town agrees that the Company shall be entitled to equitable relief, including 7. injunction and specific performance, in the event of any breach of the provisions of this agreement, in addition to all other remedies available to the Company at law or in equity. In the event that the Evaluation Material is or becomes the subject of a patent, trademark, or copyright application, or of a patent, trademark, or copyright registration, the Town agrees and understands that the Company will have all the rights and remedies available to the Company under the applicable law arising from any resulting patents, trademarks, or copyrights. This agreement will be governed by and construed in accordance with the laws of the State of Indiana. The Town also hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Indiana and of the United States of America located in Clark or Floyd County, Indiana for any actions, suits or proceedings arising out of or relating to this agreement and the transactions contemplated hereby (and the Town agrees not to commence any action, suit or proceeding relating thereto except in such courts). The Town hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby, in the courts of the State of Indiana or the United States of America located in Clark or Floyd County, Indiana.
- 8. It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

[The remainder of this page intentionally left blank. Signature page follows.]

TOWN OF GREENVILLE, INDIANA August 29, 2011 Page 4

Cc:

If you agree with the foregoing, please sign and return an original of this letter, which will constitute our agreement with respect to the subject matter of this letter.

Very truly yours,

THIENEMAN ENVIRONMENTAL, LLC, an Indiana limited liability company

ву:		
Donald J. Thienema	an, Member	
CONFIRMED AND AGI	REED	
COM MUNED IN D 1101		
Town of Greenville,	INDIANA	
TOWN OF GREENVILLE,	INDIANA	
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By:		
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Title:		
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Dated: September	, 2011	

Richard R. Fox, 409 Bank Street, New Albany, IN 47150 Counsel for the Town C. Gregory Fifer, 428 Meigs Avenue, Jeffersonville, IN 47130 Counsel for the Company