

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

**AGENDA FOR:**

**TOWN OF GREENVILLE, INDIANA**

**MONTHLY MEETING FOR MONDAY, NOVEMBER 12<sup>th</sup>, 2012**

- 1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT:** Talbotte Richardson
- 2. OPENING MEETING WITH PRAYER AND PLEDGE OF ALLEGIANCE:**
- 3. READING, REVIEW AND APPROVAL OF MINUTES FROM PREVIOUS MONTHLY MEETING OF OCTOBER 8<sup>TH</sup> AND SPECIAL MEETING OCTOBER 23<sup>RD</sup>, 2012**
- 4. MARSHAL'S REPORT:** Marshal William Burkhart Jr.  
PRESENTATION TO DETECTIVE DAVID MOORE
- 5. WATER BUSINESS: WATER SUPERINTENDENT:** Gary Getrost  
{A} - Report on water usage and leaks  
{B} - Superintendent's report
- 6. FINANCIAL: GREENVILLE TOWN CLERK:** Jack Travillian  
{A} - Review and Approve Checks and Expenditures.
- 7. COMMITTEE REPORTS SUSPENDED THIS MONTH**
- 8. OLD BUSINESS:**  
{A} - Ordinances Second or Third Reading:
- 9. NEW BUSINESS:**  
{A} - Ordinances First Reading:  
  
Ordinance 2012-TO-058 Transfer of Funds  
Ordinance 2012-TR-059 Agreement Yellow Ambulance  
Ordinance 2012-MR-066 Tires Marshal Department  
Ordinance 2012-TO-063 Redistricting  
Ordinance 2012-TR-070 Additional Funds Paving  
Ordinance 2012-WO-060 Agreement Purchase Sewer Plant  
  
{B} – Citizens requesting to speak and subject:
- 10. ADJOURNMENT:**  
Next Monthly Meeting December 10<sup>th</sup>, 2012 @ 7:00 PM

**Minutes of Greenville Town Council Meeting  
November 12<sup>th</sup>, 2012**

Council President Talbotte Richardson called the regular monthly meeting to order. Other Councilpersons present were Bob Wright, Darryl Kepley, Patti Hayes, and Greg Redden, along with Clerk Jack Travillian. Also attending the meeting were Town Attorney Chris Lane, Town Manager Randal Johnes, Marshal Bill Burkhart, Water Superintendent Gary Getrost and several concerned citizens. The meeting was opened with a prayer from Carl Percy of Wind Dance Subdivision, followed by the Pledge of Allegiance.

**Minutes:** The minutes for October 8<sup>th</sup> regular meeting and Special Budget meeting of October 23<sup>th</sup> were discussed. Motion was made by President Richardson and seconded by Councilman Redden to accept the minutes as amended. Motion passed 5-0.

**Marshal Report:**

Marshal Burkhart reported that training on Taser equipment has been completed. The department has completed classes on the Spillman reporting system for entering electronic reports to the Floyd County Sheriff's Department. The department has received new laptops donated to the department to help modernize their equipment. There has been several travel stops for speeding on the highway and the department has been doing surveillance about persons running stop signs. The department is participating in a new Index program in cooperation with the FBI (Federal Bureau of Investigation). This program will help to bring a national data base along with reporting to that data base.

The council presented an accomplishment award to Lieutenant Moore for all his time and energy that has been devoted to the Greenville Marshal's Department.

**Financial:**

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

**New Business:**

**Ordinance 2012-TO-058;** ORDINANCE CONCERNING THE TRANSFER OF FUNDS FROM RIVERBOAT INTER FUND TRANSFER TO GENERAL FUND LEGAL NOTICES AND MVH INSURANCE STREETS FOR THE TOWN OF GREENVILLE, INDIANA; First reading of the ordinance was completed and the motion was made for unanimous consent by President Richardson and seconded by Councilwoman Hayes. Motion passed 5-0. Second reading was completed. President Richardson made a motion to accept the ordinance and seconded by Councilwoman Hayes. Motion passed 5-0. Third reading was completed. A motion was made by President Richardson and seconded by Councilman Redden to accept the ordinance. Motion passed 5-0.

**Ordinance 2012-TR-059;** RESOLUTION CONCERNING AN AGREEMENT WITH YELLOW AMBULANCE SERVICE FOR THE TOWN OF GREENVILLE, INDIANA;

Reading of the resolution was completed and the motion was made by President Richardson and seconded by Councilman Redden. Motion passed 5-0.

**Ordinance 2012-MR-066;** RESOLUTION CONCERNING THE PURCHASE OF TIRES AND RADIATOR MAINTENANCE FOR THE MARSHAL DEPARTMENT VEHICLES 2004 / 2005 FORD CROWN VICTORIA OF THE TOWN OF GREENVILLE, INDIANA MARSHAL DEPARTMENT; Reading of the resolution was completed and the motion was made by President Richardson and seconded by Councilman Redden. Motion passed 5-0.

**Ordinance 2012-TO-063;** ORDINANCE REDISTRICTING WARDS (DISTRICTS) WITHIN THE TOWN OF GREENVILLE, INDIANA; First reading of the ordinance was completed and the motion was made for unanimous consent by President Richardson and seconded by Councilman Redden. Motion passed 5-0. Second reading was completed. President Richardson made a motion to accept the ordinance and seconded by Councilman Redden. Motion passed 5-0. Third reading was completed. A motion was made by President Richardson and seconded by Councilwoman Hayes to accept the ordinance. Motion passed 5-0.

**Ordinance 2012-TR-070;** RESOLUTION FOR ADDITIONAL CHARGES NEEDED TO RESOLUTION 2012-TR-049 FOR THE RESURFACING AND REPAIR OF ASPHALT STREETS WITHIN THE TOWN OF GREENVILLE, INDIANA; Reading of the resolution was completed and the motion was made by President Richardson and seconded by Councilwoman Hayes. Motion passed 5-0.

**Water Utility Business:**

The water tower construction has started, along with installation of the new pumping station in Galena. Motion made by President Richardson for a work change order for the pumping station, seconded by Councilwoman Hayes. Motion passed 5-0.

Greenville Water Utility has received notice of a rate increase from Floyds Knobs Water Utility of 39 cents per gallon.

**Ordinance 2012-WO-060;** ORDINANCE CONCERNING THE TERMS OF PURCHASE OF THE HERITAGE SPRINGS SEWAGE TREATMENT PLANT FROM THIENEMAN ENVIRONMENTAL LLC BY THE GREENVILLE WATER UTILITY OF GREENVILLE, INDIANA; First reading of the ordinance was completed and the motion was made for unanimous consent by President Richardson and seconded by Councilwoman Hayes. Motion passed 3-2. Voting for the ordinance were President Richardson, Councilwoman Hayes and Councilman Redden. Voting against the ordinance were Councilman Wright and Councilman Kepley.


President Richardson called for a special session for the second and third reading of Ordinance 2012-WO-060 to be held November 19<sup>th</sup> 7:00 PM at the Greenville Town Hall.


There will be a closed executive session held on November 19<sup>th</sup> 6:00 PM held at the Greenville Town Hall for discussing the possible pass through of the rate increase from Floyds Knobs Water Utility and the water utility employee reviews for 2012 to set the merit rates for the 2013 salary ordinance.

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

Next Monthly Meeting to be held at 7:00 P.M. on December 10<sup>th</sup>, 2012.

PRESIDING OFFICER  
TOWN OF GREENVILLE, INDIANA

  
TALBOTTE RICHARDSON

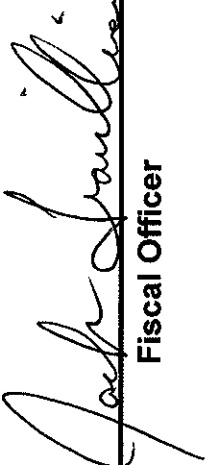
  
JACK TRAVILLIAN  
CLERK / TREASURER

<u>General Fund</u>	Budgeted	Spent	Transferred	Remaining
101001111 Council Salary	\$ 9,600.00	\$ 7,425.00		\$ 2,175.00
101001112 Clerk Salary	\$ 3,000.00	\$ 2,750.00		\$ 250.00
101001113 Marshal's Payroll	\$ 14,000.00	\$ 12,837.00		\$ 1,163.00
101001115 Detective Payroll	\$ 12,000.00	\$ 11,000.00		\$ 1,000.00
101001117 Town Manager	\$ 2,600.00	\$ 2,300.00	\$ 2,600.00	\$ 300.00
101001131 Employee Benefits	\$ 9,650.00	\$ 5,520.21		\$ 4,129.79
101002231 Computer Software	\$ 2,000.00	\$ 1,255.00		\$ 745.00
101001210 Office Supplies	\$ 1,000.00	\$ 909.76		\$ 90.24
101001290 Marshal's Fuel	\$ 7,000.00	\$ 3,627.34		\$ 3,372.66
101001397 Election Expenses				\$ -
101001315 Legal	\$ 6,000.00	\$ 2,827.25		\$ 3,172.75
101001323 Travel	\$ 300.00			\$ 300.00
101001332 Legal Notices	\$ 700.00	\$ 1,023.30		\$ (323.30)
101001140 Insurance				\$ -
101001361 Equipment & Repairs	\$ 1,500.00	\$ 1,415.78		\$ 84.22
101001394 Official Bonds				
101001591 Town Promotion	\$ 800.00	\$ 393.50		\$ 406.50
101001396 Trash Collection	\$ 800.00			\$ 800.00
101001398 Organizational Dues	\$ 800.00	\$ 796.00		\$ 4.00
101001511 Audit Expense				
101001343 Fire Protection	\$ 10,400.00	\$ 5,024.00		\$ 5,376.00
101002315 Contracted Services	\$ 3,100.00	\$ 2,942.50		\$ 157.50
<b>Total</b>	\$ 85,250.00	\$ 62,046.64		\$ 23,203.36
<b>Balance in Account</b>				<b>\$ 13,723.60</b>

<b><u>Local Roads and Streets</u></b>						
202001312	Legal & Engineering	\$	500.00			\$ 500.00
202001332	Legal Advertising	\$	50.00			\$ 50.00
202001361	Maintenance ROW	\$	1,250.00	\$ 90.00		\$ 1,160.00
202001362	Streets & Alleys by	\$	11,000.00			\$ 11,000.00
202001363	Road Repairs	\$	802.00		\$ (647.61)	\$ 154.39
	<b>Total</b>	\$	13,602.00			\$ 12,864.39
<b>Balance in Account</b>						<b>\$ 11,609.47</b>
<b><u>Motor Vehicle Highway</u></b>						
201001222	Streets Signs	\$	250.00	\$ 1,010.35	\$ 500.00	\$ (260.35)
201001231	Materials	\$	671.00			\$ 671.00
201001332	Legals Published					
201001312	Engineering	\$	500.00		\$ (500.00)	\$ -
201001341	Insurance Streets	\$	2,500.00	\$ 3,330.04	\$ 647.61	\$ (182.43)
201001324	Telephone	\$	2,300.00	\$ 1,513.84		\$ 786.16
201001362	Equipment Repairs	\$	2,800.00	\$ 297.30		\$ 2,502.70
201001351	Street Lights	\$	6,000.00	\$ 4,799.52		\$ 1,200.48
201001361	Snow Removal &	\$	16,000.00	\$ 712.50	\$ (8,000.00)	\$ 7,287.50
	Salt/Contractor	\$	-			
201001315	Streets & Alleys by	\$	13,000.00		\$ 8,000.00	\$ 21,000.00
201001365	Other Maintenance	\$	253.00	\$ 30.00		\$ 223.00
	<b>Total</b>	\$	44,274.00			\$ 33,228.06
<b>Balance in Account</b>						<b>\$ 34,458.03</b>

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

November 12, 2012

  
Fiscal Officer



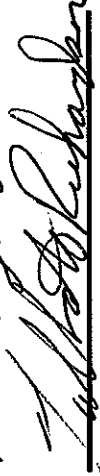
ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF GREENVILLE

TOWN OF GREENVILLE OCT/NOV 2012

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 2 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 5,531.19.

Dated this 12th day of November 2012.

Signatures of Governing Board

**ACCOUNTS PAYABLE REGISTER**  
OCT/NOV 2012 TOWN OF GREENVILLE

BCLDOCL.FRX

APPROPRIATION/A/P VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
101001113.000	8825 PAYROLL	MOORE	0		//	380.56	903	10/15/2012		
101001113.000	8826 PAYROLL	BURKHART	0		//	467.89	904	10/15/2012		
101001117.000	8826 PAYROLL	JOHNS	0		//	89.80	905	10/19/2012		
101001112.000	8827 PAYROLL	TRAVILLIAN	0		//	42.41	906	10/30/2012		
101001111.000	8827 PAYROLL	RICHARDSON	0		//	109.65	907	10/30/2012		
101001111.000	8827 PAYROLL	WRIGHT	0		//	87.25	908	10/30/2012		
101001111.000	8827 PAYROLL	HAYES	0		//	116.04	909	10/30/2012		
101001111.000	8827 PAYROLL	REDDEN	0		//	112.25	910	10/30/2012		
101001111.000	8827 PAYROLL	KEPLEY	0		//	112.25	911	10/30/2012		
101001113.000	8828 PAYROLL	MOORE	0		//	380.56	912	10/31/2012		
101001113.000	8828 PAYROLL	BURKHART	0		//	467.89	913	10/31/2012		
101001117.000	8829 PAYROLL	JOHNS	0		//	89.80	914	11/02/2012		
101001111.000	8830 Greenville Water Utility	COUNCIL STATE	0		11/09/2012	35.12	0	11/09/2012		
101001111.000	8830 Greenville Water Utility	COUNTY	0		11/09/2012	6.81	0	11/09/2012		
101001112.000	8830 Greenville Water Utility	CLERK STATE	0		11/09/2012	33.50	0	11/09/2012		
101001112.000	8830 Greenville Water Utility	STATE	0		11/09/2012	2.88	0	11/09/2012		
101001117.000	8830 Greenville Water Utility	MANAGER STATE	0		11/09/2012	6.80	0	11/09/2012		
101001117.000	8830 Greenville Water Utility	COUNTY	0		11/09/2012	2.30	0	11/09/2012		
101010115.000	8830 Greenville Water Utility	MARSHAL STATE	0		11/09/2012	73.66	0	11/09/2012		
101010115.000	8830 Greenville Water Utility	COUNTY	0		11/09/2012	24.92	0	11/09/2012		
101001131.000	8831 Greenville Water Utility	WILLIAM BURKHART	0	132	11/12/2012	46.60	0	11/09/2012		
		INSURANCE REIMBURS								
101002315.000	8832 Greenville Water Utility	CRYSTAL 15 HRS @ 11.72	0	131	11/12/2012	175.80	0	11/09/2012		
101002315.000	8832 Greenville Water Utility	AMY 5 HRS @ 18.34	0	131	11/12/2012	91.70	0	11/09/2012		
101001117.000	8833 Greenville Water Utility	MANAGER FICA	0		11/02/2012	4.20	0	11/09/2012		
101001117.000	8833 Greenville Water Utility	MEDICARE	0		11/02/2012	1.45	0	11/09/2012		
101001131.000	8833 Greenville Water Utility	MEDICARE	0		11/02/2012	6.20	0	11/09/2012		
101001131.000	8833 Greenville Water Utility	MEDICARE	0		11/02/2012	1.45	0	11/09/2012		
101001117.000	8834 Greenville Water Utility	MANAGER FICA	0		10/19/2012	4.20	0	11/09/2012		
101001117.000	8834 Greenville Water Utility	MEDICARE	0		10/19/2012	1.45	0	11/09/2012		
101001131.000	8834 Greenville Water Utility	FICA	0		10/19/2012	6.20	0	11/09/2012		
101001131.000	8834 Greenville Water Utility	MEDICARE	0		10/19/2012	1.45	0	11/09/2012		
101010115.000	8835 Greenville Water Utility	MARSHAL FEDERAL	0		10/15/2012	124.38	0	11/09/2012		
101010115.000	8835 Greenville Water Utility	FICA	0		10/15/2012	45.50	0	11/09/2012		
101010115.000	8835 Greenville Water Utility	MEDICARE	0		10/15/2012	15.71	0	11/09/2012		
101001131.000	8835 Greenville Water Utility	FICA	0		10/15/2012	67.17	0	11/09/2012		
101001131.000	8835 Greenville Water Utility	MEDICARE	0		10/15/2012	15.71	0	11/09/2012		
101010115.000	8836 Greenville Water Utility	MARSHAL FEDERAL	0		10/31/2012	124.38	0	11/09/2012		
101010115.000	8836 Greenville Water Utility	FICA	0		10/31/2012	45.50	0	11/09/2012		
101010115.000	8836 Greenville Water Utility	MEDICARE	0		10/31/2012	15.71	0	11/09/2012		
101001131.000	8836 Greenville Water Utility	FICA	0		10/31/2012	67.17	0	11/09/2012		



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

**ACCOUNTS PAYABLE REGISTER**  
 OCT/NOV 2012 TOWN OF GREENVILLE

APPROPRIATION/ VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
101001131.000	8836 Greenville Water Utility	MEDICARE	0		10/31/2012	15.71	0	11/09/2012		
101001111.000	8837 Greenville Water Utility	COUNCIL FEDERAL	0		10/30/2012	57.50	0	11/09/2012		
101001111.000	8837 Greenville Water Utility	FICA	0		10/30/2012	28.35	0	11/09/2012		
101001111.000	8837 Greenville Water Utility	MEDICARE	0		10/30/2012	9.78	0	11/09/2012		
101001112.000	8837 Greenville Water Utility	CLERK FEDERAL	0		10/30/2012	157.08	0	11/09/2012		
101001112.000	8837 Greenville Water Utility	FICA	0		10/30/2012	10.50	0	11/09/2012		
101001112.000	8837 Greenville Water Utility	MEDICARE	0		10/30/2012	3.63	0	11/09/2012		
101001131.000	8837 Greenville Water Utility	FICA	0		10/30/2012	57.35	0	11/09/2012		
101001131.000	8837 Greenville Water Utility	MEDICARE	0		10/30/2012	13.44	0	11/09/2012		
101001290.000	8838 MARATHON PETROLEUM CO.	GAS FOR POLICE CARS	0	1003130141	10/29/2012	247.80	0	11/09/2012		
201001351.000	8839 DUKE ENERGY	43 @ RATE SSLP	0	44902890014	10/26/2012	331.51	0	11/09/2012		
201001351.000	8839 DUKE ENERGY	1 @ RATE SSLU	0	44902890014	10/26/2012	11.98	0	11/09/2012		
201001351.000	8839 DUKE ENERGY	6 @ RATE SSLC	0	03902890016	10/26/2012	15.24	0	11/09/2012		
101001315.000	8840 CHRIS LANE	9-10 GREENVILLE MEETING 1.5 HRS	0	1108	10/11/2012	187.50	0	11/09/2012		
101001315.000	8840 CHRIS LANE	9/27 DISCUSSED RESIGNATION OF TOWN	0	1108	10/11/2012	62.50	0	11/09/2012		
101001315.000	8840 CHRIS LANE	8/13 REVIEW TIME WARNER .5 HRS	0	1108	10/11/2012	62.50	0	11/09/2012		
101001315.000	8840 CHRIS LANE	8/13 GREENVILLE MEETING 1.5 HRS	0	1108	10/11/2012	187.50	0	11/09/2012		
201001324.000	8841 AT & T	MARSHALS OFFICE PHONE	0	8129239211-6015	10/13/2012	38.24	0	11/09/2012		
201001324.000	8842 NEXTEL / SPRINT	CELL PHONES FOR MARSHAL DEPT	0	625808657064	10/15/2012	119.90	0	11/09/2012		
101001332.000	8843 THE TRIBUNE	10/20 SPECIAL MEETING NOTICE	0	1012179029	10/12/2012	13.32	0	11/09/2012		
101001332.000	8843 THE TRIBUNE	10/22 CHANGE OF MEETING NOTICE	0	1012179029	10/12/2012	29.13	0	11/09/2012		
233000362.000	8844 JACK'S AUTO CARE	WHEEL CYLINDERS	0	109995	10/05/2012	30.02	0	11/09/2012		
233000362.000	8844 JACK'S AUTO CARE	BRAKE FLUSH	0	109995	10/05/2012	59.00	0	11/09/2012		
233000362.000	8844 JACK'S AUTO CARE	LABOR	0	109995	10/05/2012	70.00	0	11/09/2012		
233000362.000	8844 JACK'S AUTO CARE	SHOP SUPPLIES	0	109995	10/05/2012	9.95	0	11/09/2012		
233000362.000	8845 GALL'S ARAMARK COMPANY	K FORCE CUFF/MAG	0	61853	09/28/2012	25.49	0	11/09/2012		
101001210.000	8846 ISU INVESTMENT AND INSURA	PUBLIC OFFICAL BOND 11/12-12-31/1	0	682	10/31/2012	172.00	0	11/09/2012		

\*\*\* Total \*\*\* 5531.19

FUND SUMMARY OF A/P VOUCHERS

	FUND	EXPENDED
	101	4819.86
	201	516.87
	233	194.46
*** Total ***		5531.19

# GREENVILLE WATER UTILITY

## INVOICE

**BILL TO**  
Town of Greenville  
9706 Clark Street  
PO Box 188  
Greenville, IN 47124

**SHIP TO** Same

Invoice #	131
Invoice Date	NOV. 12, 2012
Customer ID	

DATE	YOUR ORDER #	OUR ORDER #	SALES REP.	F.O.B.	SHIP VIA	TERMS	TAX ID
11/12							

QTY	ITEM	UNIT	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
15	hrs	@ \$	11.72 Crystal				175.80
5	hrs	@ \$	18.34 Amy				91.70



Subtotal	267.50
Tax	/
Shipping	/
Miscellaneous	/
<b>BALANCE DUE</b>	<b>267.50</b>

Please return the portion below with your payment.

### REMITTANCE

Invoice #	
Customer ID	
Date	
Amount Enclosed	

9706 Clark Street  
PO Box 188  
Greenville, TN 47124

PHONE (812) 923-9821  
FAX (812) 923-1099  
E-MAIL

# GREENVILLE WATER UTILITY

## INVOICE

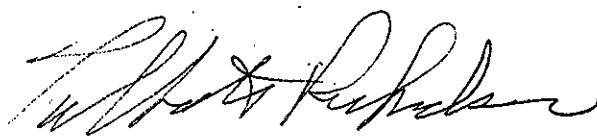
**BILL TO**  
Town of Greenville  
9706 Clark Street  
PO Box 188  
Greenville, IN 47124

**SHIP TO** Same

Invoice #	132
Invoice Date	NOV. 12, 2012
Customer ID	

DATE	YOUR ORDER #	OUR ORDER #	SALES REP	F.O.B.	SHIP VIA	TERMS	TAX ID
11/12							

QTY	ITEM	UNITS	DESCRIPTION	DISCOUNT %	TAXABLE	UNIT PRICE	TOTAL
1			William Burkhardt Insurance Reimbursement				46.60



Subtotal	46.60
Tax	1
Shipping	1
Miscellaneous	1
<b>BALANCE DUE</b>	<b>49.60</b>

Please return the portion below with your payment.

### REMITTANCE

Invoice #	
Customer ID	
Date	
Amount Enclosed	

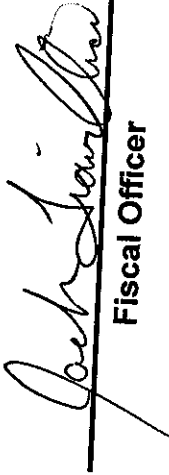
9706 Clark Street PO Box 188 Greenville, IN 47124	PHONE: (812) 923-9821 FAX: (812) 923-1099 E-MAIL:
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I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

November 12, 2012

  
Fiscal Officer




ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF GREENVILLE

WATER UTILITY NOVEMBER 12, 2012

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 4 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 65,164.39.

Dated this 12th day of November 2012.

Signatures of Governing Board

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

**ACCOUNTS PAYABLE REGISTER**  
 WATER UTILITY NOVEMBER 12, 2012

APPROPRIATION	VENDOR	VOUCHER NUMBER	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
601001502.000	7054 INTERNAL REVENUE SERVICE		FICA TOWN MARSHAL	0		//	45.50	101512	10/15/2012		
601001502.000	7054 INTERNAL REVENUE SERVICE		MEDICARE TOWN MARSHAL	0		//	15.71	101512	10/15/2012		
601001502.000	7054 INTERNAL REVENUE SERVICE		FEDERAL TOWN MARSHAL	0		//	124.38	101512	10/15/2012		
601001502.000	7054 INTERNAL REVENUE SERVICE		EMPLOYER MATCHING FICA	0		//	67.47	101512	10/15/2012		
601001502.000	7054 INTERNAL REVENUE SERVICE		EMPLOYER MATCHING FICA	0		//	15.71	101512	10/15/2012		
601001211.000	7055 Postmaster		2 ROLLS OF STAMPS @ 45.00 EACH	0		//	90.00	8385	10/16/2012		
601001112.000	7056 PAYROLL		GETROST	0		//	2052.15	1544	10/18/2012		
601001112.000	7056 PAYROLL		STONE	0		//	1114.13	1545	10/18/2012		
601001112.000	7056 PAYROLL		BURKHART	0		//	730.45	1546	10/18/2012		
601001111.000	7056 PAYROLL		SCHMITT	0		//	1092.49	1547	10/18/2012		
601001111.000	7057 INTERNAL REVENUE SERVICE		FEDERAL	0		//	184.11	101812	10/18/2012		
601001111.000	7057 INTERNAL REVENUE SERVICE		FICA	0		//	59.71	101812	10/18/2012		
601001111.000	7057 INTERNAL REVENUE SERVICE		MEDICARE	0		//	20.61	101812	10/18/2012		
601001112.000	7057 INTERNAL REVENUE SERVICE		FEDERAL	0		//	620.20	101812	10/18/2012		
601001112.000	7057 INTERNAL REVENUE SERVICE		FICA	0		//	211.73	101812	10/18/2012		
601001112.000	7057 INTERNAL REVENUE SERVICE		MEDICARE	0		//	73.10	101812	10/18/2012		
601001131.000	7057 INTERNAL REVENUE SERVICE		FICA	0		//	400.69	101812	10/18/2012		
60100118.000	7058 PAYROLL		MEDICARE	0		//	93.71	101812	10/18/2012		
601001502.000	7059 INTERNAL REVENUE SERVICE		JOHNS	0		//	179.60	1548	10/19/2012		
601001502.000	7059 INTERNAL REVENUE SERVICE		TOWN MANAGER FICA	0		//	4.20	101912	10/19/2012		
601001502.000	7059 INTERNAL REVENUE SERVICE		TOWN MANAGER MEDICARE	0		//	1.45	101912	10/19/2012		
601001502.000	7059 INTERNAL REVENUE SERVICE		EMPLOYER MATCHING FICA	0		//	6.20	101912	10/19/2012		
601001118.000	7059 INTERNAL REVENUE SERVICE		TOWN MANAGER MEDICARE	0		//	1.45	101912	10/19/2012		
601001118.000	7059 INTERNAL REVENUE SERVICE		FICA	0		//	8.40	101912	10/19/2012		
601001131.000	7059 INTERNAL REVENUE SERVICE		MEDICARE	0		//	2.90	101912	10/19/2012		
601001131.000	7059 INTERNAL REVENUE SERVICE		FICA	0		//	12.40	101912	10/19/2012		
601000382.000	7060 BANK OF NEW YORK		MEDICARE	0	603000382	//	2.90	101912	10/19/2012		
601000382.000	7060 BANK OF NEW YORK		WATER BOND INTEREST	0	603000382	//	1777.66	8386	10/19/2012		
601000381.000	7061 BANK OF NEW YORK		10/31/12	0		//	1378.57	8387	10/19/2012		
604001391.000	7062 MARQUIS ONE PROPER		DEBT SERVICE RESERVE	0	603000383	//	50.00	2009	10/23/2012		
604001391.000	7063 Greenville Water Utility		BOND 10/31/12	0		//	50.00	2010	10/23/2012		
604001391.000	7064 FIRST HARRISON BANK		ACCOUNT 30952	0		//	50.00	2011	10/23/2012		
604001391.000	7065 BRIAN SCHUMUCKER		APPLIED TO ACCOUNT 32270	0		//	50.00	2012	10/23/2012		
604001391.000	7066 DON THIENEMAN		CHARLES EW	0		//	50.00	2013	10/23/2012		
604001391.000	7067 SEMONIN REALTOR		ACCOUNT 41471	0		//	50.00	2014	10/23/2012		
604001391.000	7068 Greenville Water Utility		ACCOUNT 42771	0	ACC 61000	//	50.00	2015	10/23/2012		
			1013 FRONTIER TRAIL LOT 26	0		//	50.00	2014	10/23/2012		
			ACCOUNT 80458	0		//	50.00	2015	10/23/2012		
			APPLIED TO OUTSTANDING	0	ACC 80645	//	50.00	2015	10/23/2012		
			BALANCE ANTH	0		//	50.00	2015	10/23/2012		



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

**ACCOUNTS PAYABLE REGISTER**

WATER UTILITY NOVEMBER 12, 2012

APPROPRIATION/ VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
601001120.000	7069 PAYROLL	TRAVILLIAN	0		//	441.41	1549	10/30/2012		
601001120.000	7069 PAYROLL	RICHARDSON	0		//	457.61	1550	10/30/2012		
601001120.000	7069 PAYROLL	WRIGHT	0		//	389.57	1551	10/30/2012		
601001120.000	7069 PAYROLL	HAYES	0		//	418.37	1552	10/30/2012		
601001120.000	7069 PAYROLL	REDDEN	0		//	414.57	1553	10/30/2012		
601001502.000	7070 INTERNAL REVENUE SERVICE	KEPLEY	0		//	386.32	1554	10/30/2012		
601001502.000	7070 INTERNAL REVENUE SERVICE	TOWN COUNCIL FEDERAL	0		//	214.58	103012	10/30/2012		
601001502.000	7070 INTERNAL REVENUE SERVICE	TOWN COUNCIL MEDICARE	0		//	13.41	103012	10/30/2012		
601001502.000	7070 INTERNAL REVENUE SERVICE	TOWN COUNCIL FICA	0		//	38.85	103012	10/30/2012		
601001502.000	7070 INTERNAL REVENUE SERVICE	TOWN COUNCIL MATCHING FICA	0		//	57.35	103012	10/30/2012		
601001120.000	7070 INTERNAL REVENUE SERVICE	TOWN COUNCIL MATCHING MEDICARE	0		//	13.44	103012	10/30/2012		
601001120.000	7070 INTERNAL REVENUE SERVICE	FEDERAL	0		//	292.83	103012	10/30/2012		
601001120.000	7070 INTERNAL REVENUE SERVICE	MEDICARE	0		//	45.80	103012	10/30/2012		
601001131.000	7070 INTERNAL REVENUE SERVICE	FICA	0		//	132.69	103012	10/30/2012		
601001131.000	7070 INTERNAL REVENUE SERVICE	MEDICARE	0		//	45.82	103012	10/30/2012		
601001502.000	7071 INTERNAL REVENUE SERVICE	FICA	0		//	195.86	103012	10/30/2012		
601001502.000	7071 INTERNAL REVENUE SERVICE	MARSHAL FEDERAL	0		//	124.38	103112	10/31/2012		
601001502.000	7071 INTERNAL REVENUE SERVICE	MARSHAL FICA	0		//	45.50	103112	10/31/2012		
601001502.000	7071 INTERNAL REVENUE SERVICE	MARSHAL MEDICARE	0		//	15.71	103112	10/31/2012		
601001502.000	7071 INTERNAL REVENUE SERVICE	EMPLOYER MATCHING FICA	0		//	67.17	103112	10/31/2012		
601001502.000	7071 INTERNAL REVENUE SERVICE	EMPLOYER MATCHING MEDICARE	0		//	15.71	103112	10/31/2012		
601001112.000	7072 PAYROLL	GETROST	0		//	2052.15	1555	11/01/2012		
601001112.000	7072 PAYROLL	STONE	0		//	1114.13	1556	11/01/2012		
601001111.000	7072 PAYROLL	SCHMITT	0		//	1092.50	1557	11/01/2012		
601001111.000	7072 PAYROLL	BURKHART	0		//	730.45	1558	11/01/2012		
601001111.000	7073 INTERNAL REVENUE SERVICE	FEDERAL	0		//	184.11	11011	11/01/2012		
601001112.000	7073 INTERNAL REVENUE SERVICE	FEDERAL	0		//	620.20	11011	11/01/2012		
601001112.000	7073 INTERNAL REVENUE SERVICE	FICA	0		//	211.73	11011	11/01/2012		
601001131.000	7073 INTERNAL REVENUE SERVICE	MEDICARE	0		//	73.40	11011	11/01/2012		
601001131.000	7073 INTERNAL REVENUE SERVICE	FICA	0		//	400.69	11011	11/01/2012		
601001111.000	7073 INTERNAL REVENUE SERVICE	MEDICARE	0		//	93.71	11011	11/01/2012		
601001118.000	7073 INTERNAL REVENUE SERVICE	FICA	0		//	59.71	11011	11/01/2012		
601001118.000	7074 PAYROLL	MEDICARE	0		//	20.61	11011	11/01/2012		
601001502.000	7075 INTERNAL REVENUE SERVICE	JOHNS	0		//	179.60	1559	11/02/2012		
601001502.000	7075 INTERNAL REVENUE SERVICE	TOWN MANAGER MEDICARE	0		//	1.45	110212	11/02/2012		
601001502.000	7075 INTERNAL REVENUE SERVICE	TOWN MANAGER FICA	0		//	4.20	110212	11/02/2012		
601001502.000	7075 INTERNAL REVENUE SERVICE	TOWN MATCHING MEDICARE	0		//	1.45	110212	11/02/2012		
601001502.000	7075 INTERNAL REVENUE SERVICE	TOWN MATCHING FICA	0		//	6.20	110212	11/02/2012		

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

**ACCOUNTS PAYABLE REGISTER**

WATER UTILITY NOVEMBER 12, 2012

APPROPRIATION/VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NOPAY	MEMORANDUM
601001118.000	7075	INTERNAL REVENUE SERVICE								
601001118.000	7075	INTERNAL REVENUE SERVICE	0	0	//	2.90	110212	11/02/2012		
601001131.000	7075	INTERNAL REVENUE SERVICE	0	0	//	8.40	110212	11/02/2012		
601001131.000	7075	INTERNAL REVENUE SERVICE	0	0	//	2.90	110212	11/02/2012		
601001501.000	7076	INDIANA DEPARTMENT OF REV	0	0	//	12.40	110212	11/02/2012		
601001320.000	7077	Jacobi Oil Service	0	0	//	5228.51	110912	11/09/2012		
601001350.000	7078	VERIZON WIRELESS				591.97	0	11/09/2012		
601001354.000	7079	Edwardsville Water	0	2821290275	//	210.95	0	11/09/2012		
601001360.000	7080	IUPPS	0	103533	//	20599.37	0	11/09/2012		
601001352.000	7081	ALLEGIANCE HEATING	0	37387	//	138.60	0	11/09/2012		
601001354.000	7082	Floyds Knobs Water	0	6999	//	126.00	0	11/09/2012		
601001352.000	7083	GLACIER HEATING & AC	0		//	7125.33	0	11/09/2012		
601001354.000	7084	Ramsey Water	0	3645	//	65.00	0	11/09/2012		
601001320.000	7085	JACK'S AUTO CARE	0	105723	//	471.71	0	11/09/2012		
601001360.000	7086	BILLY HOLLIS	0	6124	//	246.75	0	11/09/2012		
603001490.000	7087	CHRIS LANE	0	1107	//	800.00	0	11/09/2012		
601001350.000	7088	LEADING INTEGRATION, LLC	0	2865	//	750.00	0	11/09/2012		
601001351.000	7089	HARRISON REMC	0	12303	//	91.00	0	11/09/2012		
601001230.000	7090	RIVER CITY WORKWEAR	0	4070579	//	45.88	0	11/09/2012		
601001360.000	7091	LAMBS LAWN SER & LANDSCAP	0	15021	//	353.39	0	11/09/2012		
601001360.000	7092	DAN CHRISIANI EXCAVATING	0	58357	//	1185.00	0	11/09/2012		
601001360.000	7093	Enviromental Laboratories	0	20129153	//	1137.50	0	11/09/2012		
601001360.000	7093	Enviromental Laboratories	0	20129345	//	32.00	0	11/09/2012		
601001360.000	7094	DUPLICATOR SALES & SERVIC	0	315121	//	48.00	0	11/09/2012		
601001360.000	7095	DUPLICATOR SALES & SERVIC	0	315407	//	132.99	0	11/09/2012		
601001351.000	7096	DUKE ENERGY	0	91603002011	//	200.00	0	11/09/2012		
601001351.000	7096	DUKE ENERGY	0	02603002019	//	93.10	0	11/09/2012		
601001351.000	7096	DUKE ENERGY	0	01903002014	//	38.40	0	11/09/2012		
601001355.000	7097	Greenville Water Utility	0	65802890014	//	22.10	0	11/09/2012		
601001210.000	7098	M & M OFFICE PRODUCTS INC	0	10750	//	233.04	0	11/09/2012		
601001350.000	7099	MCI	0	25941	//	22.99	0	11/09/2012		
			0	08676590249	//	140.00	0	11/09/2012		
						53.02	0	11/09/2012		

**ACCOUNTS PAYABLE REGISTER**  
 WATER UTILITY NOVEMBER 12, 2012

APPROPRIATION/P VOUCHER NUMBER	VENDOR	DESCRIPTION	PO NUM	INVOICE	DATE	AMOUNT	CK NUM	CK DATE	NO PAY	MEMORANDUM
601001211.000	7100 Postmaster	PRESORT MAILING FEE 11/2012 - 10/20	0		//	190.00	0	11/09/2012		
601001210.000	7101 RELIABLE OFFICE SUPPLIES	SEE ATTACHED	0		//	251.65	0	11/09/2012		
601001360.000	7102 GREENER, LINDA	OFFICE CLEANING	0		//	275.00	0	11/09/2012		
601001340.000	7103 PRINCIPLE FINANCIAL	SEE ATTACHED	0	102755010001	//	212.40	0	11/09/2012		
601001350.000	7104 AT & T	OFFICE PHONES	0	81292398217619	//	171.56	0	11/09/2012		
601001502.000	7105 INDIANA DEPT OF REVENUE	TOWN COUNCIL STATE	0		//	35.12	0	11/09/2012		
601001502.000	7105 INDIANA DEPT OF REVENUE	TOWN COUNCIL COUNTY	0		//	6.81	0	11/09/2012		
601001502.000	7105 INDIANA DEPT OF REVENUE	TOWN TREASURER STATE	0		//	33.50	0	11/09/2012		
601001502.000	7105 INDIANA DEPT OF REVENUE	TOWN TREASURER COUNTY	0		//	2.88	0	11/09/2012		
601001502.000	7105 INDIANA DEPT OF REVENUE	MARSHAL STATE	0		//	73.66	0	11/09/2012		
601001502.000	7105 INDIANA DEPT OF REVENUE	MARSHAL COUNTY	0		//	24.92	0	11/09/2012		
601001502.000	7105 INDIANA DEPT OF REVENUE	TOWN MANAGER STATE	0		//	6.80	0	11/09/2012		
601001502.000	7105 INDIANA DEPT OF REVENUE	TOWN MANAGER COUNTY	0		//	2.30	0	11/09/2012		
60100111.000	7105 INDIANA DEPT OF REVENUE	STATE	0		//	96.66	0	11/09/2012		
60100111.000	7105 INDIANA DEPT OF REVENUE	COUNTY	0		//	32.70	0	11/09/2012		
601001120.000	7105 INDIANA DEPT OF REVENUE	STATE	0		//	376.38	0	11/09/2012		
601001120.000	7105 INDIANA DEPT OF REVENUE	COUNTY	0		//	120.54	0	11/09/2012		
60100112.000	7105 INDIANA DEPT OF REVENUE	STATE	0		//	144.59	0	11/09/2012		
60100112.000	7105 INDIANA DEPT OF REVENUE	COUNTY	0		//	35.38	0	11/09/2012		
601001210.000	7106 OFFICE DEPOT	SEE RECEIPTS	0		//	148.45	0	11/12/2012		
601001230.000	7107 Waller's Meter	SEE ATTACHED	0		//	1089.69	0	11/12/2012		
601001590.000	7108 Gary Gestrost PETTY CASH	SEE ATTACHED RECEIPTS	0		//	213.98	0	11/12/2012		
*** Total ***						65164.39				

FUND SUMMARY OF A/P VOUCHERS

	FUND	EXPENDED
	601	64064.39
	603	750.00
	604	350.00
*** Total ***		65164.39

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-TO-058

**ORDINANCE CONCERNING THE TRANSFER OF FUNDS FROM  
RIVERBOAT INTER FUND TRANSFER TO GENERAL FUND LEGAL  
NOTICES AND MVH INSURANCE STREETS FOR THE TOWN OF  
GREENVILLE, INDIANA**

WHEREAS, the Town Council for the Town of Greenville, Indiana has the authority to transfer appropriations between the town's expense accounts for the operation of the Town of Greenville and;

WHEREAS, the Town of Greenville Budget Sheet handed out to the Council Members at the October 8<sup>th</sup>, 2012 meeting indicates a Budgeted Amount of Fifteen Thousand twenty six Dollars and Thirty Five Cents { \$15,026.35} in the Riverboat Inter Fund Transfer Account No. 242001520 and;

WHEREAS, the need for funds for General Fund Legal Notices and Motor Vehicle Highway Insurance Streets exist, it would be prudent to transfer funds from Riverboat Inter Fund Transfer Account No. 242001520 to General Fund Legal Notices Account No. 101001332 and Motor Vehicle Highway Insurance Streets Account No. 201001341.

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

1. The sum of Five Hundred U.S. Dollars { \$ 500.00} shall be transferred from Riverboat Inter Fund Transfer Account No. 242001520 to General Fund Legal Notices Account No. 101001332.
2. The sum of One Hundred Eighty Two U.S. Dollars and Forty Three Cents { \$ 182.43} shall be transferred from Riverboat Inter Fund Transfer Account No. 242001520 to Motor Vehicle Highway Insurance Streets Account No. 201001341.
3. The Town of Greenville Clerk / Treasurer shall make these entries reflective on the December 2012 Monthly Budget Sheet submitted to the Greenville Town Council at their December 10<sup>th</sup>, 2012 Monthly Meeting.
4. The December Budget Sheet submitted to the Council shall reflect Motor Vehicle Highway Insurance Account No. 201001341 to have a balance of zero { \$0}. General Fund Legal Notices Account No. 101001332 shall show a balance available of Two Hundred Eighteen U.S. Dollars and Fifteen Cents { \$ 218.15}. Riverboat Inter Fund Transfer Acct. No. 242001520 of Eleven Thousand Two Hundred Seventeen U.S. Dollars and Fifty Seven Cents { \$ 11,217.57}.

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-TO-058

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE  
12th DAY OF NOVEMBER, 2012.

  
JACK TRAVILLIAN  
CLERK/TREASURER

PRESIDENT OF THE TOWN  
COUNCIL OF GREENVILLE,  
INDIANA

  
TALBOTTE RICHARDSON,

PREPARED BY: RANDAL JOHNES

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-TR-059

**RESOLUTION CONCERNING AN AGREEMENT WITH YELLOW  
AMBULANCE SERVICE FOR THE TOWN OF GREENVILLE, INDIANA**

WHEREAS, the Town Council for the Town of Greenville, Indiana, in the interest of public health, safety and welfare, has deemed it necessary that the Town develop a Resolution to assure adequate, properly licensed and certified emergency ambulance services at all times to the citizens of Greenville, Floyd County, Indiana ; and

WHEREAS, Yellow Ambulance Service of 1601 South Preston Street Louisville, Kentucky is willing to undertake the provision of emergency ambulance service for all persons in Greenville, Floyd County, Indiana, needing such services, all in accordance with Indiana State Statutes and this Contract Resolution;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS AGREED:

1. AVAILABILITY OF SERVICE: The Contractor shall provide emergency ambulance service within the statutory limits of the Town of Greenville, Floyd County, Indiana, on a 24 hour-per-day, 7day-per-week basis to all persons within the town and without regard to race, creed, color, religion, age, sex, national origin or disability. Transport shall be to Floyd Memorial Hospital and Health Services (Memorial) or such other institution as the patient shall designate or which shall be dictated by medical necessity.

2. COVERAGE AREA: The Contractor shall provide and physically locate within Floyd County, Indiana, upon a 24 hour-per-day and 7 day-per-week basis during the term of this contract, a minimum of three (3) Advanced Life Support (ALS) ambulance units, two (2) of which shall be paramedic units and one (1) of which shall be an advanced EMT unit. A fourth ALS unit shall be located and fully staffed in the county on an “as needed” basis during peak-run periods. BASIC LIFE SUPPORT UNITS SHALL NOT BE USED TO PROVIDE SERVICES UNDER THIS CONTRACT AND THOSE ALS UNITS SPECIFIED IN THIS CONTRACT SHALL BE USED FOR 911 OR OTHER EMERGENCY RESPONSE ONLY AND NOT FOR NON-EMERGENCY TRANSPORT. When on duty, units shall be placed in strategic locations throughout the county, as determined by the Contractor except that one unit shall at all times be placed at Highlander Point Shopping Center (or its environs). When not on duty, units shall be located at a designated substation within Floyd County, Indiana. Notwithstanding this obligation, and as evidenced by the execution hereof, the Contractor reasonably believes that the number of units to be provided under this contract, as well as the location thereof, will permit, in 95% of all dispatches, a response time to any location in Floyd County of fewer than ten (10) minutes.

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-TR-059

3. COMMUNICATIONS: Contractor's radio transmitter is located at 7601 North Skyline Drive, New Albany, Indiana, on WKPC's television tower. Emergency calls shall be received at Contractor's place of business in Floyd County, Indiana and immediately transmitted for dispatch to its Central Dispatch Center in Louisville, Kentucky.

4. MEDICAL CONTROL: Medical control shall be provided by Memorial.

5. REPORTS: Contractor shall furnish the Town of Greenville and Memorial with quarterly summaries of response times, time of service, patient totals, and the number of patients transported out of the Town of Greenville.

6. PERSONNEL: All of Contractor's emergency medical personnel shall be certified, as appropriate, by the Emergency Medical Services Division of the Indiana Emergency Management Agency, and shall satisfy all requirements for continuing education, audit and review, and in-service training.

7. OSHA REGULATIONS: Each ambulance used to provide emergency service in the Town of Greenville, Floyd County, Indiana, shall be equipped as required by applicable OSHA regulations.

8. COMPLIANCE WITH STATE AND FEDERAL REGULATIONS: Contractor shall abide by and conform to all rules, regulations, and mandates of OSHA regarding ambulance runs involving infectious control and hazardous materials, and all responding personnel shall be trained in such matters as required by applicable regulations.

9. SUBSIDY: For the services to be rendered by the Contractor pursuant to this Contract, and in addition to the regular and ordinary user fees to be charged by the Contractor for emergency ambulance services, the Town of Greenville, Floyd County, Indiana shall pay the Contractor the annual sum of \$0 (Zero Dollars).

10. BILLING: With respect to user fees becoming due and payable to the Contractor for services rendered under this contract, the Contractor shall act in good faith in billing for such services, and shall collect same in an orderly and business-like manner, PROVIDED, no person eligible for emergency ambulance service under this contract shall be denied same by reason of an inability to pay therefore.

11. CONTRACTOR RESPONSIBILITIES: Contractor shall be solely responsible for providing emergency ambulance service within the Town of Greenville, Floyd County, Indiana during the term of this agreement, which service includes, but is not necessarily limited to, the provision of necessary staff, vehicles, crew quarters, equipment, insurance (including workmen's compensation insurance and providing a copy of such to the Town of Greenville Clerk Treasurer), radios, telephones, dispatching services, as well as repairs, maintenance and related expenses, all to the end that no cost or expense for such emergency ambulance service shall be incurred by the Town except as expressly provided herein. Further, Contractor shall not assign any duty, responsibility, or obligation under this contract without the prior written consent of the Town of Greenville, Floyd County, Indiana.



TOWN OF GREENVILLE  
ORDINANCE NO. 2012-TR-059

12. ADVANCED LIFE SUPPORT: Contractor shall provide ALS services in cooperation with Floyd Memorial Hospital; shall provide and continue to provide an advanced life support review committee; and, shall participate in monthly audit and review sessions as required by Indiana Emergency Medical Services Commission and/or the Contractor's medical director.

13. EMPLOYEES: With respect to personnel performing services under this contract, Contractor shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, or other terms, conditions, or privileges of employment, or any matter directly or indirectly related thereto, because of race, color, creed, religion, age, national origin or ancestry.

14. INDEMNIFICATION AND HOLD HARMLESS: Both parties agree to the extent authorized under the Constitution and the laws of the State, to indemnify and hold the other party harmless from any claim, demand, suit, loss or liability which the indemnified party may sustain as a result of the indemnifying party's errors or omissions within the terms of this Agreement; provided, however, that neither party will hold the other harmless from any claims, demands or causes or action arising or resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of the other party, its officers, agents, representatives or employees, or any other person or entity not subject to the party's supervision or control. These indemnifications will include reasonable expenses, including attorney's fees, incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party. As a condition precedent to asserting a right of indemnity, the party seeking indemnification will have given the indemnifying party timely, written notice of the assumption of the claim as to which the right of indemnification is claimed to exist.

15. INSURANCE: During the term hereof, the Contractor shall maintain and pay all premiums for general public liability insurance with minimum limits of \$1,000,000.00, each person, and \$2,000,000.00, per occurrence, for property damage, with respect to which coverages, the Town of Greenville, Floyd County, Indiana shall be named as an additional insured. As soon as practical following the execution of this agreement, Contractor shall provide the Town of Greenville, Floyd County, Indiana with a certificate of insurance confirming the coverage's set forth herein.

16. INDEPENDENT CONTRACTOR: With respect to all matters pertaining to this contract, Contractor shall be acting as an independent contractor and not as the agent, partner, or employee of the Town of Greenville, Floyd County, Indiana, or its Town Council.

17. SERVICES FOR FLOYD COUNTY: Contractor shall not charge to transport law enforcement personnel of the Town of Greenville, Floyd County, Indiana injured in the line of duty.

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-TR-059

18. TERM: The initial term of this Agreement will be for one (1) year beginning this 12th day of November, 2012 and ending on the 12th day of November, 2013. Thereafter, this Agreement will automatically renew for successive one (1) year periods, unless either party gives written notice of intent not to renew this Agreement no later than sixty (60) days prior to the expiration date of the initial Agreement or any renewal thereof.

19. TERMINATION:

(a) Cause. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately at any time for cause. As used herein “cause” will mean:

(i) A sanction, suspension exclusion or other ineligibility of Contractor from participating in any federal or state health care program, including but not limited to Medicare and Medicaid;

(ii) A conviction of Contractor for a criminal offense related to health care or conviction of Contractor for a felony whether or not the felony is related to health care;

(iii) A failure by Contractor to maintain insurance coverage as required in this Agreement;

(iv) A loss of any license or certification required by State in order for Contractor to provide the services contemplated by this Agreement;

(v) A breach of any other provision, term or condition of this Agreement by either party provided that notice of the breach is given to the breaching party, and a cure is not made within thirty (30) days following the receipt of the breach; and

(vi) A filing of a petition for voluntary bankruptcy by either party or an action of involuntary bankruptcy brought against either party.

20. CONFIDENTIALITY: Contractor acknowledges the confidentiality of patient medical records in accordance with state and federal laws; Contractor agrees to maintain the confidentiality of such medical records that Contractor may be given access to under this Agreement.

21. HIPAA COMPLIANCE: Contractor recognizes the importance of the Health Insurance Portability and Accountability Act (“HIPAA”) and the regulations promulgated there under in maintaining security, privacy and confidentiality of patient information. Therefore, to the extent that Contractor’s business functions are governed by the HIPAA transaction, security and/or privacy regulations, Contractor will have all appropriate organizational and technical policies, procedures and safeguards in place in order to comply with the applicable provisions of the HIPAA regulations. Furthermore, both parties agree to execute any and all documents, as necessary, in order for either party to comply with the requirements of HIPAA and regulations promulgated there under.

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-TR-059

22. VALIDITY: If one portion of this Agreement or any term or provision hereof is declared invalid or unenforceable, this will in no way affect the validity or enforcement of any other term or provision of this Agreement.

23. SUCCESSORS: Except as otherwise provided in the preceding section, all of the obligations, conditions, terms, covenants, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

24. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications, representations, statements or discussions made between the parties existing prior to or contemporaneous with the execution of this Agreement.

25. AMENDMENT: No changes, amendments or alterations to this Agreement will be effective unless agreed upon in writing and signed by both parties.

26. Notice: Any notice required or permitted to be given under this Agreement will be sufficient if in writing and hand delivered or sent by certified or registered mail, return receipt requested, addressed as follows:

YELLOW AMBULANCE SERVICE: Yellow Ambulance Service, Attn: Tom Spalding Director  
1601 South Preston Street Louisville, KY 40217

TOWN OF GREENVILLE: Greenville Town Council, Attn: Clerk Treasurer PO Box 188,  
9706 Clark Street Greenville, Indiana 47124

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 12th DAY  
OF NOVEMBER, 2012.

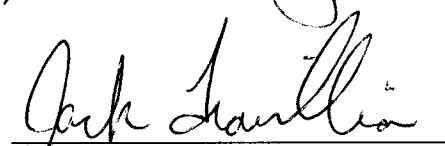
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT  
THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DATE STATED  
ABOVE.

YELLOW AMBULANCE SERVICE

PRESIDENT OF THE TOWN  
COUNCIL OF GREENVILLE, INDIANA

  
\_\_\_\_\_  
TOM SPALDING  
DIRECTOR

  
\_\_\_\_\_  
TALBOTTE RICHARDSON,

  
\_\_\_\_\_  
JACK TRAVILLIAN,  
CLERK/TREASURER

PREPARED BY: RANDAL JOHNES

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-MR-066

**RESOLUTION CONCERNING THE PURCHASE OF TIRES AND  
RADIATOR MAINTENANCE FOR THE MARSHAL DEPARTMENT  
VEHICLES 2004 / 2005 FORD CROWN VICTORIA OF THE TOWN OF  
GREENVILLE, INDIANA MARSHAL DEPARTMENT**

WHEREAS, the Town Council for the Town of Greenville, Indiana, in the interest of vehicle maintenance and maintaining safe operational vehicles for the Greenville Marshal Department of the Town of Greenville, Indiana and;

WHEREAS, after passage of Transfer Ordinance No. 2012-TO-058 a balance of Eleven Thousand Two Hundred Seventeen U.S. Dollars and Fifty Seven Cents {\$ 11,217.57} should be available in the Riverboat Inter Fund Transfer Account No. 242001520 and;

WHEREAS, the total estimated cost for {8} P225/60R16 97V tires and Radiator Flush is One Thousand One Hundred Ninety US Dollars and Forty Cents {\$1,190.40};

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


1. After passage of this Resolution the Greenville Town Marshal is authorized to purchase {8} Goodyear Eagle RS-A Police P225/60R 97V tires. {4} for the 2004 Ford Crown Victoria Marshal Cruiser and {4} for the 2005 Ford Crown Victoria Marshal Cruiser from Tire Discounters 2222 ST Street New Albany, Indiana for a total quoted sum of One Thousand Thirty Two US Dollars and Forty Cents {\$1,032.40} {see quote attached}.
2. After passage of this Resolution the Greenville Town Marshal is authorized to purchase Radiator Flush and Anti-freeze refills for the 2004 Ford Crown Victoria Marshal Cruiser and for the 2005 Ford Crown Victoria Marshal Cruiser from Jack's Tire Pros Auto Care Center 9590 Hwy. 150 Greenville, Indiana for a quoted sum of One Hundred Fifty Eight US Dollars {\$158.00} {see quote attached}.
3. After passage of this Resolution the Town Clerk / Treasurer shall charge as a credit against Riverboat Inter Fund Transfer Account No. 242001520 the amount of One Thousand One Hundred Ninety US Dollars and Forty Cents {\$1,190.40} for cost of items stated one and two.
4. After passage of this Resolution the Town of Greenville Clerk / Treasurer shall make this entry reflective on the December 2012 Monthly Budget Sheet submitted to the Greenville Town Council at their December 10th, 2012 Monthly Meeting.
5. After passage of this Resolution the Town Clerk / Treasurer shall provide a copy of this Resolution with two copies of the General Sales Tax Exemption Certificate attached.

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-MR-066

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 12th DAY  
OF NOVEMBER, 2012.

PRESIDENT OF THE TOWN  
COUNCIL OF GREENVILLE,  
INDIANA

  
TALBOTTE RICHARDSON,

  
JACK TRAVILLIAN,  
CLERK/TREASURER

PREPARED BY: RANDAL JOHNES

Explanation of tire bids for police cars.

**Goodyear Eagle RS-A Police P225/60R16 97V**

**Tire Discounters: (8) Tires & includes alignment on both cars.....\$1,032.40**

**Jacks Tire Pro (8) Tires includes alignment on both cars per Kristi Williams. .... \$ 1,380.88**

**Savings      \$348.48**

**Radiator Flush**

**Tire Discounters: Both police cars ..... \$199.06**

**Jack's Tire Pro: Both police cars ..... \$ 158.00**

**Savings      41.06**

If we buy the tires at Tire Discounters and get the vehicles flushed at Jack's it should save us a total of **\$389.54**

For general information the 2004 Ford Crown Vic has 91,425 miles on it.  
The 2005 Ford Crown Vic has 98,580 miles on it.

William Burkhart Jr. 812-670-6094  
Tire Discounters 812-258-6302 (New Albany)  
Jack's Tire Pro 812-923-6299 (Greenville)

# Tire Discounters

## Tire & Wheel Quote Sheet

2222 ST STREET  
NEW ALBANY, IN 47150  
812-258-6302

Name \_\_\_\_\_

Date 10/23/12

Part #	Size	Product Info	Warranty	Quan.	Price	Ext. Price
GD01562	225 60 16 97V	Goodvear Eagle RS-A Police			<del>\$196.99</del>	\$787.96

*at 88.56 / tire*

*at 1032.40  
for All 8 Out the door*

These quoted prices do not include standard sales tax or state required taxes and disposal fees.

The salesperson who assisted you is KREGELKA, COLE-77

*INCLUDES  
DISPOSAL FEES*

### TIRES

4-Wheel Alignment (w/4 tires)	<b>INCLUDED</b>
Nitrogen Inflation	<b>INCLUDED</b>
Computerized Wheel Balancing	<b>INCLUDED</b>
Lifetime Rotation	<b>INCLUDED</b>
Lifetime Balancing	<b>INCLUDED</b>
Lifetime Valve Stems	<b>INCLUDED</b>
Precision Torque All Lugs to Factory Specs	<b>INCLUDED</b>

### WHEELS

Installation by Certified Technicians	<b>INCLUDED</b>
Mounting on touchless European tire changers	<b>INCLUDED</b>
Hidden Wheel Weights	<b>INCLUDED</b>
Precision-torque All Lug Nuts to Factory Specs	<b>INCLUDED</b>
Safety Re-torque @ 50 & 150 Miles	<b>INCLUDED</b>
Center Caps	<b>INCLUDED</b>

6 Months Deferred Interest With Minimum Payment

**OUT THE DOOR  
WITH MORE!**<sup>TM</sup>

We pledge to hold this pricing for you up to two weeks from the date printed.

[www.tirediscounters.com](http://www.tirediscounters.com)

# Jack's TIRE PROS AUTO CARE CENTER

QUOTE

\*\*\*\*\*  
 \*\* THIS IS NOT A RECEIPT - DO NOT ACCEPT. \*\*  
 \*\* NOT VALID FOR WARRANTY CLAIMS. \*\*  
 \*\*\*\*\*

Sold To: !!!	ACCOUNT#: 10791
GREENVILLE POLICE DEPARTMENT PO BOX 188 GREENVILLE, IN 47124	DATE : 10/25/12
Ph:	QUOTATION #: -7360757

2004 FORD CROWN VIC 73214 Mileage: VIN#:	Billed By: KRISTI W Salesman : Tx:N EX#: Y	S#: Rt: Ct:W COD: IWS:Y Parking Space#:
KID#:		

Quantity	Product #	Size/Description/Mfr#	TC MC DP BIN#	Unit Price	F.E.T.	Extended Amount
1.0	OPP	RADIATOR FLUSH	4 3 J	79.00		79.00

Merchandise	Services & Other	F.E.T.	Subtotal	Sales Tax	Total
79.00	0.00	0.00	79.00	0.00	79.00

Comments:	Terms:	PO#	DUE DATE	AMT. DUE	Misc. Adj. . . . . \$	0.00
					Cash or Check #: \$	0.00
					Credit Card. . : . . \$	0.00
					<b>Balance. . . . : 0 . . . \$</b>	<b>79.00</b>

Received By: << Page 1 of 1 >>

9590 Hwy 150  
 Greenville, IN 47124  
 812-923-6299  
 www.jackstirepros.com



# Jack's TIRE PROS AUTO CARE CENTER

QUOTE

\*\*\*\*\*  
 \*\* THIS IS NOT A RECEIPT - DO NOT ACCEPT. \*\*  
 \*\* NOT VALID FOR WARRANTY CLAIMS. \*\*  
 \*\*\*\*\*

Sold To: !!!	ACCOUNT#: 10791
GREENVILLE POLICE DEPARTMENT PO BOX 188 GREENVILLE, IN 47124	DATE : 10/25/12
Ph:	QUOTATION #: -7360758

2005 FORD CROWN VICTORIA	Billed By: KRISTI W	S#: Rt:
2005 FORD Mileage:	Salesman :	Ct:W COD: IWS:Y
VIN#:	Tx:N EX#: Y	Parking Space#:
KID#:		

Quantity	Product #	Size/Description/Mfr#	TC MC DP BIN#	Unit Price	F.E.T.	Extended Amount
1.0	OPP	RADIATOR FLUSH	4 3 J	79.00		79.00

Merchandise	Services & Other	F.E.T.	Subtotal	Sales Tax	Total
79.00	0.00	0.00	79.00	0.00	79.00

Comments:	Terms:	PO#	DUE DATE	AMT. DUE	Misc. Adj. . . . . \$	0.00
					Cash or Check #: \$	0.00
					Credit Card. . : . . \$	0.00
					Balance. . . . : 0 . . . \$	79.00

Received By: \_\_\_\_\_ << Page 1 of 1 >>

9590 Hwy 150  
 Greenville, IN 47124  
 812-923-6299  
 www.jackstirepros.com



# Tire Discounters

Thank you  
for your business!

2222 ST STREET  
NEW ALBANY, IN 47150  
812-258-6302

Please Remit to: Tire Discounters 3650 East Kemper Rd. - Cincinnati, OH 45241

POLICE GREENVILLE

Estimate Only  
Not an Invoice

Transaction Date 10/25/12 12:09 Transaction # E-77246

P.O. Number

Qty	Description	Price	Extended
1	PARTS.CSF COOLING SYSTEM FLUSH KIT	\$39.99	\$39.99
1	CSFL (CSFL) COOLING SYSTEM FLUSH LABOR	\$50.00	\$50.00
1	MISC SHOP SUPPLIES AND DISPOSALS	\$6.30	\$6.30

THE SALES PERSON WHO ASSISTED YOU IS ENLOW, JOHN-77

*Per Vehicle*

Sub Total \$96.29  
Sales Tax \$3.24  
Total Estimate \$99.53

**Estimate Only - Do Not Pay From This Form**

Caution: Dual Wheels must be retorqued at 100 and 500 miles after every wheel service removal. New custom wheels must be retorqued at 50 and 150 miles after new installations.

Customer Signature \_\_\_\_\_

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.  
TERMS 1 1/2% PER MONTH (18%) PER ANNUM ON PAST DUE ACCOUNTS



Merchandise left over 30 days becomes the property of Tire Discounters.

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft. Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

Section 1 (print only) Name of Purchaser Greenville Water Utility
Business Address PO Box 188 City Greenville State IN Zip 47124
Purchaser must provide minimum of one ID number below.\*
Provide your Indiana Registered Retail Merchant's Certificate
TID and LOC Number as shown on your Certificate 0001927515 001
If not registered with the Indiana DOR, provide your State Tax
ID Number from another State 0200013301137 IN
\*See instructions on the reverse side if you do not have either number.

Section 2 Is this a [X] blanket purchase exemption request or a [ ] single purchase exemption request? (check one)
Description of items to be purchased.

Section 3 Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)
[ ] Sales to a retailer, wholesaler, or manufacturer for resale only.
[ ] Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.
[ ] Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10.
[ ] Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT#.
[ ] Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale.
[ ] Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).
[X] Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).
[ ] Sales to the United States Federal Government - show agency name.
[ ] Other - explain.

Section 4 I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.
I confirm my understanding that misuse, (either negligent or intentional) and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.
Signature of Purchaser [Signature] Date
Printed Name JACK TRAVILLIAN Title CLERK

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.

Indiana Department of Revenue  
**General Sales Tax Exemption Certificate**

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

**Sales tax must be charged unless all information in each section is fully completed by the purchaser.** Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

<b>Section 1</b> (print only)	Name of Purchaser <u>Greenville Water Utility</u>		
	Business Address <u>PO Box 188</u>	City <u>Greenville</u>	State <u>IN</u> Zip <u>47124</u>
	Purchaser must provide minimum of one ID number below.*		
	Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate		
	<u>0001927515</u>	<u>001</u>	
	TID# (10 digits)	LOC# (3 digits)	
	If not registered with the Indiana DOR, provide your State Tax ID Number from another State		
	<u>0200013301137</u>	<u>IN</u>	
	State ID#	State of Issue	

**Section 2**

Is this a  blanket purchase exemption request or a  single purchase exemption request? (check one)

Description of items to be purchased. \_\_\_\_\_

**Section 3**

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

- Sales to a retailer, wholesaler, or manufacturer for **resale** only.
- Sale of manufacturing machinery, tools, and equipment to be used directly in direct **production**.
- Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
- Sales of tangible personal property predominately used (greater than 50 percent) in providing **public transportation** - provide USDOT#. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SS# or FID# in lieu of a State ID# in Section #1. USDOT# \_\_\_\_\_
- Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale. **Note:** A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.
- Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).
- Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities).
- Sales to the **United States Federal Government** - show agency name. \_\_\_\_\_ **Note:** A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.
- Other - explain. \_\_\_\_\_

**Section 4**

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser *Jack Travillian* Date \_\_\_\_\_

Printed Name JACK TRAVILLIAN Title CLERK

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.  
**Seller must keep this certificate on file to support exempt sales.**

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-TR-070

**RESOLUTION FOR ADDITIONAL CHARGES NEEDED TO  
RESOLUTION 2012-TR-049 FOR THE RESURFACING AND REPAIR OF  
ASPHALT STREETS WITHIN THE TOWN OF GREENVILLE, INDIANA**

WHEREAS, the Town Council for the Town of Greenville, Indiana, in the interest of public safety has determined that certain asphalt streets within the Corporate limits of the Town of Greenville are in the need of resurfacing and patching and;

WHEREAS, sufficient funds are available in the Motor Vehicle Highway Streets and Alleys Account No. 201001315 and;

WHEREAS, The Town Council approved the bid of \$ 16,964.00 US Dollars from Striegel Asphalt {invoice attached} by passing Resolution 2012-TR-049 on August 13<sup>th</sup>, 2012 and;

WHEREAS, because of an additional 20 tons of asphalt needed due to the additional depth required to patch holes correctly and;

WHEREAS, Councilman Wright because of the emergency situation approved the expenditure of \$ 880.00 US Dollars for the additional asphalt {invoice attached} needed to perform the repairs properly:

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

1. This Resolution authorizes payment for the additional \$ 880.00 US Dollars approved for payment by Councilman Wright {invoice attached}.
2. Total cost of this Resolution {\$ 880.00} shall be charged as a credit against Motor Vehicle Highway Streets & Alleys by Account no. 201001315 {invoice attached}.

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 12th DAY OF NOVEMBER, 2012.

PRESIDENT OF THE TOWN  
COUNCIL OF GREENVILLE,  
INDIANA

  
TALBOTTE RICHARDSON,

  
JACK TRAVILLIAN,  
CLERK/TREASURER

PREPARED BY: RANDAL JOHNES

STRIEGEL ASPHALT CO. INC.  
 6575 ST. MARY'S ROAD  
 FLOYDS KNOBS, IN 47119  
 U.S.A.

# Invoice

Invoice Number:  
6078

Invoice Date:  
Nov 2, 2012

Voice: 812-923-3087  
 Fax: 812-923-7299

Page:  
1

Sold To:  
 TOWN OF GREENVILLE  
 P.O. BOX 188  
 GREENVILLE, IN 47124

Ship to:

Customer ID	Customer PO	Payment Terms	
G'VILLETOWN		DUE UPON RECEIPT	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		12/2/12

Quantity	Item	Description	Unit Price	Extension
		SAW CUT AND REMOVE ASPHALT, APPLY 3 TO 4 INCHES SURFACE.		5,420.00
		CROSS ST.-WIDEN CURVE FOR BUSES, SAW CUT, DIG OUT, APPLY 8" STONE, 3" BINDER AND 1" SURFACE.		1,900.00
		NORTH VALLEY VIEW-REMOVE GRASS, CLEAN, APPLY TACK, WEDGE & LEVEL AND APPLY 1.5" SURFACE TO APPROX. 13,804 SQ. FT..		9,644.00
		ADDITIONAL 20 TON ASPHALT USED IN DIG OUTS.		880.00
		<p><i>ORIG. 16,964.00</i></p> <p><i>2012-TR-049</i></p> <p><i>ADDITIONAL 2012-TR-070</i></p> <p><b>TOTAL INVOICE APPROVED FOR SUBMITTAL OF PAYMENT 11/6/12</b></p> <p><b>R. JONES</b> TOWN MANAGER</p>		

Subtotal 17,844.00  
 Sales Tax  
 Total Invoice Amount 17,844.00  
 Payment/Credit Applied  
**TOTAL 17,844.00**

Check/Credit Memo No:

*PAY THIS AMOUNT*

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-TO-063

**ORDINANCE REDISTRICTING WARDS (DISTRICTS) WITHIN THE TOWN OF  
GREENVILLE, INDIANA**

WHEREAS, the Town Council of the Town of Greenville, Indiana pursuant to the provision of IC36-5-2-4.1 (a) redistricts Wards (Districts) within the Town of Greenville, Indiana for the purpose of conducting elections of Town officials; and,

WHEREAS, subject to provisions of IC 3-11-1.5-32 and IC 36-5-2-4.1 (a) redistricting shall be this year 2012 and every ten (10) years; and,

WHEREAS, the boundaries set forth below, consisting of three (2) Wards (Districts) are establishing according to population from the 2010 Census,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, that,

Pursuant to IC 36-5-2-4.1 (a) boundaries are established as follows:

**District (Ward) 1**

Bounded by the Corporation line to the North, South, West, Consisting of:  
Middle of Cross St. West and South to the Middle of Glenn Reisert Drive  
Middle of West 1<sup>st</sup> Street West and South to Middle of Clark Street  
Middle of West 2<sup>nd</sup> Street West to Corporate Line  
Middle of Georgetown-Greenville Road South of Hwy 150 West to Corporate Line  
Annexed Territory of Voyles Road  
Annexed Territory of Wind Dance Subdivision

**District (Ward) 2**

Bounded by the Corporation line to the North, South, Consisting of:  
Middle of Georgetown-Greenville Road, East to the intersection of Hwy 150 and Schuler Road and South from the middle of Hwy 150 and the middle of Schuler Road.  
Middle of West 2<sup>nd</sup> Street East to the middle of East 5<sup>th</sup> Street, middle of Hwy 150 Norton to middle of Clark Street.  
Middle of Glenn Reisert Drive, South to the middle of Clark Street and area between West 1<sup>st</sup> Street and the middle of Gerogetown-Greenville Road.  
Middle of Clark Street Norton to Corporate Line extending East from the middle of Cross Street to Pekin Rd.  
Middle of Arthur Coffman Road, extending North to Corporate Line from Pekin Road and East to Corporate Line.



**District (Ward) 3**

Bounded by the Corporation line to the North, South, and East, Consisting of:  
Middle of Pekin Road East between Arthur Coffman Road and Clark Street.  
Middle of 5<sup>th</sup> Street, extending East to Corporate Line and North of Hwy 150.  
Middle of Schuler Road, East to Corporate Line and South of Hwy 150 extending to Corporate Line.  
Annexed area of the Heritage Springs Subdivision  
Area including Parkland Heights Subdivision

One (1) legislative member for each Ward (District) to be elected at-large by the voters of the Whole Town and, the Clerk-Treasurer shall be representative of the Whole Town and elected by the voters of the Whole Town.

Ordinance dated 14 November 1995 provides for the election of two (2) Town Council At-Large positions be elected by the Whole Town.  
This Ordinance replaces Ordinance No 2002-T-019, dated 15 November 2002.

This Ordinance shall take effect upon passage by the Town Council of the Town of Greenville, Indiana.

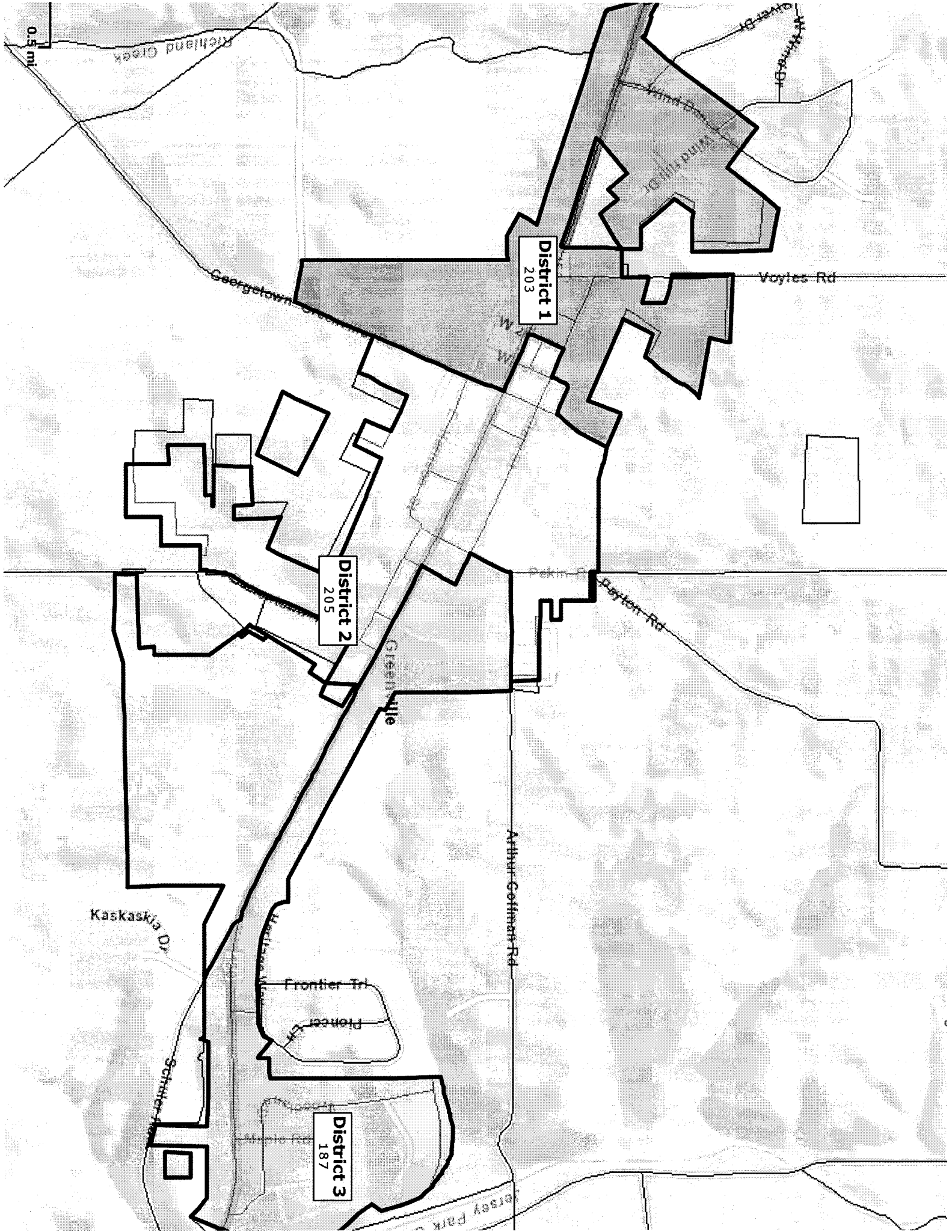
ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA ON THE 12<sup>TH</sup> DAY OF NOVEMBER, 2012.

PRESIDENT OF THE TOWN  
COUNCIL OF GREENVILLE,  
INDIANA

  
TALBOTTE RICHARDSON

  
JACK TRAVILLIAN  
CLERK/TRESURER

PREPARED BY: GREG REDDEN



0.5 mi

Richland Creek

Georgetown

District 1  
203

Voyles Rd

District 2  
205

Greenville

Arthur Cottman Rd

Dayton Rd

Kaskaskia Dr

Schuler Ave

District 3  
187

Frontier Trl

Pioneer Trl

Orsey Park

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-WO-060

**ORDINANCE CONCERNING THE TERMS OF PURCHASE OF THE  
HERITAGE SPRINGS SEWAGE TREATMENT PLANT FROM  
THIENEMAN ENVIRONMENTAL LLC BY THE GREENVILLE WATER  
UTILITY OF GREENVILLE, INDIANA**

WHEREAS, the Water Utility Council for the Town of Greenville, Indiana, in the interest of making prudent investments on behalf of the Greenville Municipal Water Utility through this Ordinance proposes to purchase the Heritage Springs Sewage Treatment Plant located within the Corporate limits of the Town of Greenville from Thieneman Environmental LLC; and

WHEREAS, it is the opinion of the Water Utility Council that a Public Hearing is not required to purchase the Heritage Springs Sewage Treatment Plant in accordance with State of Indian Code I.C. 36-9-23 and that opinion has been confirmed by the Indiana State Board of Accounts {see E-mail attached}; and

WHEREAS, the Greenville Water Utility cash reserves reported through First Harrison Bank Statements on September 30<sup>th</sup>, 2012 a total of One Million Three Hundred Sixty Seven Thousand U.S. Dollars and Twenty Cents {\$1,367,000.20} for Water Utility Operation and Special Projects; and

WHEREAS, the up-front cash payment agreed to with the Thieneman Environmental LLC is Five Hundred Seventy Five Thousand U.S. Dollars {\$575,000.00}; and

WHEREAS, the rate of interest being received from the First Harrison Bank of 0.4 % makes it more prudent to use the Greenville Water Utility cash reserves for this payment verses obtaining a loan at 2 % to 3% interest; and

WHEREAS, the analysis for the cost of operation for the Water Utility indicates that the use of these funds will not affect the financial security of the Greenville Water Utility; and

WHEREAS, the cost of development evaluation performed by O.W. Krohn and Associates presented to the Greenville Water Utility Council on March 17<sup>th</sup>, 2012 {attached}, the value of the Heritage Springs Sewage Treatment Plant is One Million One Hundred Thousand U.S. Dollars {\$1,100,000.00} including existing collection system; and

WHEREAS, the investment of Five Hundred Seventy Five Thousand U.S. Dollars {\$575,000.00} up front for ownership with Five Hundred Twelve Thousand U.S. Dollars {\$512,000.00} deferred payment will give the Greenville Water Utility a Five Hundred Twenty Five Thousand U.S. Dollar {\$525,000.00} equity in the Heritage Springs Treatment Plant makes this a prudent investment for the future of the Greenville Water Utility:

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-WO-060

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

PROPOSAL OF PURCHASE FROM THE GREENVILLE WATER UTILITY  
GREENVILLE INDIANA TO THIENEMAN ENVIRONMENTAL LLC IS AS FOLLOWS:

In the acceptance of this proposal and in consideration for monies to be received Thieneman Environmental LLC agrees to provide the following.

1. Prior to signing of a purchase contract to be prepared by the Greenville Water Utility Attorney, Thieneman Environmental LLC agrees to provide the Greenville Water Utility Council President an inspection report by a certified Professional Engineer with expertise in Waste Water System Plants that the Heritage Springs Sewage Plant is operating properly with the current number of homes connected to the system. The Professional Engineer shall also certify that the Heritage Springs Sewage Plant is also free of any known design defects.
2. Prior to signing of a purchase contract to be prepared by the Greenville Water Utility Attorney, Thieneman Environmental LLC agrees to contact provider of the equipment used in the Heritage Springs Sewage Treatment Package Plant to meet with the Water Utility Personnel and Water Utility Council President to demonstrate the operation and maintenance required to keep the plant in proper working order.
3. Prior to signing of a purchase contract to be prepared by the Greenville Water Utility Attorney, Thieneman Environmental LLC agrees to provide the Greenville Water Utility Council President a copy of all past and current State of Indiana Inspections of the Heritage Springs Sewage Treatment Plant.
4. At signing of purchase contract monies to be exchanged between the Greenville Water Utility and Thieneman Environmental LLC shall be held in an escrow account at First Harrison Bank Greenville, Indiana. Thieneman Environmental LLC agrees to submit to the Jerry Dittmer, Section Chief Municipal NPDES Permits Section Office of Water Quality, IDEM the ADVANCE NOTIFICATION OF TRANSFER OF OWNERSHIP REQUEST FORM {attached} at least 30 days prior to the transfer of ownership, this shall also include transfer of National Pollutant Discharge Elimination System Permit {NPDES}.
5. After items 1 through 4 have been completed and verified then the funds in the First Harrison Escrow Account Greenville, Indiana shall be released to Thieneman Environmental LLC and any liens existing against the Heritage Springs Sewage Treatment Plant shall be paid.

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-WO-060

NEGOTIATED PURCHASE PRICE BETWEEN THE GREENVILLE WATER UTILITY AND  
THIENEMAN ENVIRONMENTAL LLC

1. The Greenville Water Utility agrees to place in an escrow account at First Harrison Bank of Greenville, Indiana the sum of Five Hundred Seventy Five Thousand U.S. Dollars {\$575,000.00}

After all terms listed in PROPOSAL OF PURCHASE FROM THE GREENVILLE WATER UTILITY GREENVILLE, INDIANA TO THIENEMAN ENVIRONMENTAL LLC stated above escrow funds shall be released.

2. All existing liens against the Heritage Springs Sewage Plant shall be retired first. Remaining funds shall be issued in a form of a certified check to Thieneman Environmental LLC.

3. The Greenville Water Utility agrees to wave sewer tap-in fees of Four Thousand U.S. Dollars {\$4,000.00} for One Hundred Twenty Eight Additional Homes {128} yet to be constructed in the Heritage Springs Sub-Division. This will amount to a credit to Thieneman Builders {Don and Steve Thieneman} of Five Hundred Twelve Thousand U.S. Dollars {\$512,000.00}.

4. This shall amount to a total purchase price over the life of the Heritage Springs Sub-Division Development of One Million Eighty Seven Thousand U.S. Dollars {\$1,087,000.00}.

5. The Thieneman Groups {Don and Steve Thieneman} agrees to reserve additional property around the Heritage Springs Treatment Plant in enough quantity for future purchase by the Greenville Water Utility to expand the facility operation to its maximum potential. The Greenville Water Utility shall have first option purchasing rights on the property based upon reasonable market value at the time of purchase.

6. The Thieneman Groups {Don and Steve Thieneman} are responsible for the material and installation of the collection system from point of origin to and hooked onto the Heritage Springs Sewage Treatment Plant. After completion of the Heritage Springs Sub-Division ownership of the distribution system will be transferred to the Greenville Water Utility.

7. The Greenville Water Utility agrees to maintain the monthly service fee to existing Heritage Springs Sub-Division Customers at \$65.00 per month. Any increase in these fees shall require a Public Hearing of the customers serviced by the Heritage Springs Sewage Treatment Plant.

8. The Greenville Water Utility agrees to contain the service area to the Heritage Springs Sub-Division as approved by IDEM. Further expansion of the service area shall require approval by IDEM and a Public Hearing.

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-WO-060

GREENVILLE WATER UTILITY ATTORNEY'S RESPONSIBILITIES  
UNDER THIS ORDINANCE

1. Verify all information listed in PROPOSAL OF PURCHASE FROM THE GREENVILLE WATER UTILITY GREENVILLE INDIANA TO THIENEMAN ENVIRONMENTAL LLC IS AS FOLLOWS above.
2. Perform Title search for any existing liens on Heritage Springs Sewage Treatment Plant.
3. Provide legal description of property {should be able to obtain from Thieneman Environmental LLC}.
4. Draft Contract Documents for signage by all parties based upon terms of this Ordinance.
5. Provide preliminary draft contract to all parties for review and comment prior to scheduling contract signing meeting.
6. Contract signing shall take place at the Greenville Town Hall.
7. Contract shall provide for signage by the Greenville Water Utility President, Attested to and notarized by the Greenville Water Utility Clerk / Treasurer, Thieneman Environmental LLC representatives Don Thieneman and Steve Thieneman and their witness of choice.

GREENVILLE WATER UTILITY CLERK/TREASURER RESPONSIBILITIES  
UNDER THIS ORDINANCE

1. Acquiring the Heritage Springs Sewage Plant necessitates a name change for the Greenville Water Utility. The name shall be changed to "Greenville Municipal Water and Sewer Utility". Clerk / Treasurer shall contact appropriate State and Federal Officials to notify them that the Greenville Water Utility shall be doing business as {DBA} "Greenville Municipal Water and Sewer Utility ". The current issued FID # 35-1107592/0 shall remain in effect.
2. The Water Utility Clerk/Treasurer shall set up separate checking accounts and record keeping for the Water Utility and Sewer Utility. This shall be done per request of the Indiana State Board of Accounts.
3. Separate invoice billing shall be instituted for Sewer Service Billing to customers from Water Service Billing to customers.

TOWN OF GREENVILLE  
ORDINANCE NO. 2012-WO-060

GREENVILLE WATER UTILITY AND COUNCIL RESPONSIBILITIES  
UNDER THIS ORDINANCE

1. Current Water Utility Personnel shall assume responsibility of operation of the Heritage Springs Sewage Treatment Plant after passage of this Ordinance, fulfilment of signed contracts and transfer of ownership.
2. The Greenville Water Utility Superintendent shall be responsible to arrange any training and certification required for Water Utility Personnel.
3. Water Utility disconnection of service for non-payment of water service shall be revised to include non-payment of sewer service shall constitute grounds for the disconnection of water service. All delinquent sewer bills must be paid and a reconnection fee for water service before water service shall be reinstated.

ADOPTED BY THE WATER UTILITY COUNCIL OF THE TOWN OF GREENVILLE,  
INDIANA, ON THE 19th DAY OF NOVEMBER, 2012.

PRESIDENT OF THE WATER  
COUNCIL , GREENVILLE, INDIANA

\_\_\_\_\_  
TALBOTTE RICHARDSON,

\_\_\_\_\_  
JACK TRAVILLIAN,  
CLERK/TREASURER  
WATER UTILITY COUNCIL

PREPARED BY: RANDAL JOHNES

THIENEMAN ENVIRONMENTAL REPRESENTATIVE ACCEPTANCE OF THIS  
PROPOSAL ORDINANCE.

DATE: \_\_\_\_\_

**johnesdrafting**

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**From:** "johnesdrafting" <johnesdrafting@insightbb.com>  
**To:** "Greenville Council President Richardson" <C.Richardson2@insightbb.com>; "Greenville Attorney Chris Lane" <lanelawoffice@gmail.com>  
**Sent:** Tuesday, October 09, 2012 9:26 AM  
**Subject:** Fw: Need your opinion

----- Original Message -----

**From:** johnesdrafting  
**To:** Pride, Charlie  
**Sent:** Tuesday, October 09, 2012 9:23 AM  
**Subject:** Re: Need your opinion

Thanks.. and we will be keeping separate books for the sewage plant..

Randal Johnes

----- Original Message -----

**From:** Pride, Charlie  
**To:** 'johnesdrafting'  
**Sent:** Tuesday, October 09, 2012 8:56 AM  
**Subject:** RE: Need your opinion

I would agree. One thing you need to consider is the accounting for this new venture.

---

**From:** johnesdrafting [mailto:johnesdrafting@insightbb.com]  
**Sent:** Tuesday, October 09, 2012 8:11 AM  
**To:** Pride, Charlie  
**Subject:** Re: Need your opinion

10-09-2012

Mr. Pride,

Yes I have and I do not see where we would be required to hold a Public Hearing. I do understand we must pass an Ordinance to purchase the plant which would be read at a monthly meeting and I understand that. However I do not believe we need to hold a Public Hearing. I am just looking for a confirmation on my opinion from the State Board of Accounts before I proceed with the Ordinance.

----- Original Message -----

**From:** Pride, Charlie  
**To:** 'johnesdrafting'  
**Sent:** Tuesday, October 09, 2012 7:34 AM  
**Subject:** RE: Need your opinion

Mr. Johnes:

Have you looked at the provisions of IC 36-9-23?

---

**From:** johnesdrafting [mailto:johnesdrafting@insightbb.com]  
**Sent:** Sunday, October 07, 2012 6:04 PM  
**To:** Pride, Charlie  
**Cc:** Greenville Attorney Chris Lane; Greenville Council President Richardson  
**Subject:** Need your opinion

10/9/2012



10-07-2012

Mr. Pride,

It has been awhile since I have spoken with or e-mailed you. I hope everything is fine with you. I do have a question I need to run by you. The Council President, Town Attorney and I have been researching the Indiana State Codes concerning the purchase of the existing Sewage Treatment Plant located in Greenville. We are not looking to expand it beyond the homes that had already been designated to be hooked on as the Heritage Springs Sub-Division developed over the next ten years. As you will see by the attached letter the manner in which we intend to buy it is based upon ready cash reserves of the Water Utility. The plant would become part of the Water Utility Operation. The plant as it exists has already been approved for the number of homes in the Sub-Division.

In our research our conclusion is that we believe we do not need to hold a Public Hearing to purchase this plant since it is just the matter of transferring ownership from the existing owner to us. It is also because we are not borrowing any monies or issuing bonds for the purchase. At this time or in the near future there are not any plans to expand this plant. We are just taking over ownership from a private firm that wants to sell it.

Please give me your opinion as soon as possible. Hopefully tomorrow morning since I have a meeting at 3:00 pm with the Council President and Town Attorney.

Thanks,  
Randal Johnes  
Town Manager / Water Utility Consultant  
Greenville, Indiana

10/9/2012

3/17/12 KROWN AND ASSOCIATES

<b>Greenville - Proposed Acquisition of WWTP</b>		<b>12/31/2010 - CTA Potential</b>	
		<b>Total Plant</b>	<b>WWTP - 206</b>
Actual WWTP Capital Cost (per Monroe Shine Depreciation Schedules)		\$ 827,785	\$ 827,785
Estimated Cost of Collection System & Off Balance Sheet Capital		272,215	-
Gross Capital Costs incurred by Thienemans		\$ 1,100,000	\$ 827,785
Average Investment per Platted Lot within existing CTA	206	\$ 5,340	\$ 4,018
Capital Costs Recovered from Existing Customers	38	\$ 202,920	\$ 152,698
Net Capital Costs - Credit for Future Customers		\$ 897,080	\$ 675,087
Allocation of Net Capital Costs to Existing CTA	168	\$ 897,120	Capacity Credits \$ 675,087
Purchase Price - After Allocating Capacity Credits for CTA	Total Value	\$ 978,190	Net Cash Pmt \$ 303,103

**Town of Greenville Proposed Asset Purchase Options - Thieneman Environmental, LLC**

Greenville to pay Thienemans the net purchase price, after allocating cost of WWTP capacity to their remaining lots within their CTA. Greenville will guarantee WWTP capacity for remaining lots within CTA at no cost to Thienemans. Thienemans must construct the collection system within their subdivision and dedicate to Town. Greenville will operate & maintain the sewage collection system and WWTP and agrees to maintain the current rate for customers within the CTA for a minimum of 5 years.

Net Cash paid to Thienemans to acquire utility	\$ 303,103
Credit for capacity allocation for future users within Thieneman's CTA	\$ 675,087
<b>Total acquisition cost / value to Thienemans - Includes credit for future capacity allocations</b>	<b>\$ 978,190</b>

**johnesdrafting**

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**From:** "Gary" <super-gre-water@insightbb.com>  
**To:** "johnesdrafting" <johnesdrafting@insightbb.com>  
**Sent:** Thursday, October 11, 2012 11:55 AM  
**Attach:** TransferOwnership-Advanced.doc; TransferOwnership-Late.doc  
**Subject:** FW: Application for Transfer of an NPDES permit

Randy, I just spoke with this person, Jerry Dittmer about how IDEM would be involved in the event that the Town of Greenville purchases the Heritage Springs wastewater treatment facility. Mr. Dittmer informed me that as long as there are no operational or constructional changes made to the plant, a construction permit would not be required. The only thing that would need to be done is to make application for the transfer of ownership, this also includes transfer of the National Pollutant Discharge Elimination System permit (NPDES). As you can see, if we notify IDEM of transfer of ownership at least 30 days prior to transfer it takes one application without any fees. The other application will have a \$50.00 modification fee along with a 30 day public hearing notice requirement. If you have any questions please call me and I probably won't be able to answer them. Thanks

---

**From:** Dittmer, Jerry [<mailto:JDITTMER@idem.IN.gov>]  
**Sent:** Thursday, October 11, 2012 10:32 AM  
**To:** [super-gre-water@insightbb.com](mailto:super-gre-water@insightbb.com)  
**Subject:** Application for Transfer of an NPDES permit

Gary- attached are two different files- the first is the one to use if the town will notify IDEM of the transfer of ownership of the wastewater plant at least 30 days prior to the transfer occurring. If there is less than 30 days advanced notice (or notice is received after the transfer), then the second attachment should be used. Likely, the only thing that will change will be the first page of the NPDES permit which lists the responsible party. Let me know if you have further questions.

Regards,  
Jerry Dittmer, Section Chief  
Municipal NPDES Permits Section  
Office of Water Quality, IDEM  
317-233-0469

No virus found in this incoming message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.5.455 / Virus Database: 271.1.1/5323 - Release Date: 10/10/12 18:37:00

**ADVANCE NOTIFICATION  
OF  
TRANSFER OF OWNERSHIP  
REQUEST FORM**

This form is to be utilized for the notification of a transfer of ownership at least 30 days prior to the proposed transfer of ownership date, per 327 IAC 5-2-6(c) and 327 IAC 5-2-16(e)(4). *If notification of the transfer of ownership is received by IDEM 30 days prior to the transfer, no modification fee is required.*

Paul Higginbotham, Chief  
Permits Branch  
Office of Water Quality  
Indiana Department of Environmental Management  
100 North Senate Avenue  
Indianapolis, IN 46204-2251

\_\_\_\_\_  
Date

Dear Mr. Higginbotham,

Please find enclosed the information necessary for NPDES Permit No. IN \_\_\_\_\_

to be transferred from \_\_\_\_\_,  
(Insert: Legal Name of Current Permit Holder)

to \_\_\_\_\_.  
(Insert: Legal Name of Person to whom Permit will be Transferred)

If you have any questions, please feel free to contact \_\_\_\_\_,

at \_\_\_\_\_. Thank you.

Sincerely,

\_\_\_\_\_  
\_\_\_\_\_

**NOTIFICATION OF TRANSFER OF  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT**

Pursuant to 327 Indiana Administrative Code (IAC) 5-2-6(c), the undersigned parties hereby notify the Indiana Department of Environmental Management (IDEM) of their intention to transfer National Pollutant Discharge Elimination System (NPDES) Permit No.

IN \_\_\_\_\_ from \_\_\_\_\_, the  
(Insert: Permit Number) (Insert: Legal Name of Current Permit Holder)

"current permittee" and \_\_\_\_\_ of the facility,  
(Insert: current or previous) (Insert: owner, operator, or owner and operator)

to \_\_\_\_\_, the "transferee" and  
(Insert: Legal Name of Person to whom Permit will be Transferred)

\_\_\_\_\_ of the facility, effective as  
(Insert: current or future) (Insert: owner, operator, or owner and operator)

of \_\_\_\_\_, 20\_\_\_\_.  
(Insert: proposed date of permit transfer)

The current permittee acknowledges liability for violations up to the proposed date of permit transfer, and the transferee acknowledges liability for violations on and after the proposed date of permit transfer.

The transferee certifies that it is its intention to operate the facility for which NPDES Permit No. IN \_\_\_\_\_ is issued without making such material and substantial  
(Insert: Permit Number)  
alterations to the facility as would significantly change the nature or quantities of pollutants discharged, and thus constitute cause for permit modification under 327 IAC 5-2-16(d).

The undersigned parties understand that the permit transfer will become effective on the proposed date of permit transfer provided that:

1. The information contained in this notification is complete, true, and accurate;
2. This notification is received by IDEM at least 30 days prior to the proposed date of permit transfer; and
3. IDEM does not, within 30 days of receipt of this notification, advise the undersigned parties of its intent to modify, revoke and reissue, or terminate the permit, and to require that a new NPDES permit application be filed, rather than agreeing to the transfer of the NPDES Permit.

## "Current Permittee" Information and Signature Page

Please provide the following information regarding the facility for which the NPDES Permit is currently issued:

Current Name of the Facility:

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Current Address of the Facility:

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Current Phone Number of the Facility:

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Please provide the following information regarding the "Current Permittee":

Name of the Responsible Official:

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Title of the Responsible Official:

---

Address of the Responsible Official:

---

---

---

---

Phone Number of the Responsible Official:

---

### Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

---

Signature of Responsible Official

---

Date

## “Transferee” Information and Signature Page

Please provide the following information regarding the facility for which the NPDES Permit is proposed to be transferred:

New Name of the Facility (if different from current name):

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New Address of the Facility (if different from the current address):

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---

New Phone Number of the Facility (if different from the current phone number):

---

Please provide the following information regarding the “Transferee”:

Name of the Responsible Official:

---

Title of the Responsible Official:

---

Address of the Responsible Official:

---

---

---

---

Phone Number of the Responsible Official:

---

**Certification Statement**

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

---

Signature of Responsible Official

---

Date





**REGISTERED RETAIL MERCHANT CERTIFICATE**

Indiana Department of Revenue  
Government Center North  
Indianapolis, Indiana 46204  
(317) 616-2700

**CONTROL NUMBER**  
**1100079969036**

**GREENVILLE WATER UTILITY COMPANY**  
**9706 CLARK ST**  
**GREENVILLE, IN 47124-9661**

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX  
AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

TID: 0001927515  
LOC: 001  
FID: 35-1107592/0  
**ISSUED: 01/02/2011**  
**EXPIRES: 01/31/2013**

THIS LICENSE:  
IS NOT TRANSFERABLE TO ANY OTHER PERSON.  
IS NOT SUBJECT TO REBATE.  
IS VOID IF ALTERED.



**GREENVILLE TOWN OF**  
**P O BOX 188 WATER UTILITY**  
**GREENVILLE, IN 47124**

**COMMISSIONER**

1100079969036

**MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN**



**Jacobi, Toombs & Lanz, Inc.**  
*Consulting Engineers & Land Surveyors*

October 17, 2012

Randal Johnes, Town Manager  
Town of Greenville  
P.O. Box 188  
Greenville, IN 47124

**RE: Heritage Springs Waste Water Treatment Plant**

Dear Mr. Johnes:

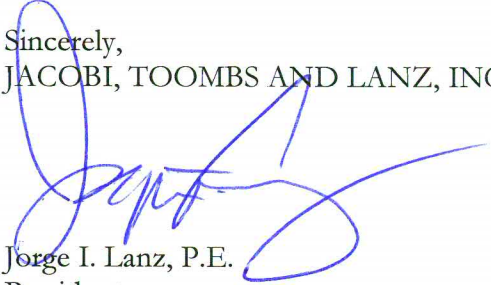
The purpose of this letter is to report on the current operational status of the Heritage Springs Waste Water Treatment Plant which the Town is considering purchasing from its current owner.

As we reported in June 2011, the treatment plant as constructed has an initial treatment capacity of 100,000 gpd. It was constructed in 2007, and consists of an activated sludge, extended aeration process. The treatment is to be provided by a SEQUOX System furnished by AERO-MOD, Inc.

At the time of our study, only about 33 homes in Heritage Springs were built and connected the sewers, resulting in an average daily flow of about 10,000 gpd, or 10% of the plant's capacity. I was informed by the operator that at this flow rate, the plant was being operated only as extended aeration and that the SEQUOX process was not being utilized. Nevertheless, I am not aware of any effluent permit violations. As such we cannot identify any treatment design issues or defects with the plant.

Please call if you have any questions regarding this matter.

Sincerely,  
JACOBI, TOOMBS AND LANZ, INC.

  
Jorge I. Lanz, P.E.  
President

1829 E. Spring Street  
New Albany, IN 47150  
812-945-9585  
812-945-6656 Fax

1060 N. Capitol Avenue, Ste E360  
Indianapolis, IN 46204  
317-829-3474  
317-829-3473 Fax

1400 South 1<sup>st</sup> Street  
Louisville, KY 40208  
502-583-5994  
502-583-7321 Fax

*Clarksville, IN • Indianapolis, IN • Louisville, KY*  
[www.jtleng.com](http://www.jtleng.com)