

1982

## 1982 RESOLUTIONS

RESOLUTION NUMBER	DATE PASSED	DESCRIPTION
355 - ○	1/11/1982	ARRPROVING STREET LIGHTING CONTRACTS
356 - ○	1/11/1982	ARRPROVING STREET LIGHTING CONTRACTS
82-R-28	2/08/1982	ADOPTION OF CONTRACT OF CODIFICATION OF TOWN ORDINANCES
82-R-29	2/22/1982	ENFORCEMENT OF ORDI# 316 AGAINST HELEN HUMPHRY
82-R-30	2/22/1982	POLICY CONCERNING CONTRACTORS/SUB CONTRACTORS
82-R-31	3/08/1982	INSTALLATION STORM SEWERS KAHL CT
82-R-32	4/12/1982	IMPROVEMENTS OF WATERWORKS FACILITY
82-R-34	5/22/1982	CABLE TV BASE RATE INCREASE
82-R-35	5/10/1982	INSTALLATION STORM SEWERS KAHL CT
82-R-36	5/20/1982	208 WATER QUALITY MAY PLANNING REQUIREMENTS
82-R-37	6/14/1982	RECEIPANT OF HUD BLOCK GRANT
82-R-38	6/14/1982	AUTHORIZATION TO APPLY FOR BLOCK GRANT FUNDING
82-R-39	7/26/1982	REGISTRATION OF CITIES/ TOWN PROGRAM
82-R-40	10/25/1982	DIVISION OF TOWN FOR ELECTION BY DISTRICTS
82-R-41	12/13/1982	WATER RATE INCREASE
82-R-42	12/27/1982	TRANSFER OF APPROPRIATIONS
82-R-43	12/27/1982	AMENDMENT RESOLUTION # 82-R-32
82-R-44	12/31/1982	DIVISION OF TOWN INTO DISTRICT FOR ELECTIONS



ORDINANCE NO. 355

TOWN OF Sellersburg, INDIANA

ORDINANCE APPROVING A STREET LIGHTING CONTRACT WITH  
PUBLIC SERVICE COMPANY OF INDIANA, INC.

---

WHEREAS, the TOWN OF Sellersburg in Clark  
County, Indiana, acting by and through the BOARD OF TRUSTEES of said Town,  
desires to enter into a contract with PUBLIC SERVICE COMPANY OF INDIANA,  
INC., for ornamental street lighting service, which said contract has been  
executed by said PUBLIC SERVICE COMPANY OF INDIANA, INC. and as so executed  
is in words and figures as follows, to-wit:

ORDINANCE NO. 356

TOWN OF Sellersburg, INDIANA

ORDINANCE APPROVING A STREET LIGHTING CONTRACT WITH  
PUBLIC SERVICE COMPANY OF INDIANA, INC.

---

WHEREAS, the TOWN OF Sellersburg in Clark  
County, Indiana, acting by and through the BOARD OF TRUSTEES of said Town,  
desires to enter into a contract with PUBLIC SERVICE COMPANY OF INDIANA,  
INC., for overhead street lighting service, which said contract has been  
executed by said PUBLIC SERVICE COMPANY OF INDIANA, INC. and as so executed  
is in words and figures as follows, to-wit:

**AGREEMENT FOR STREET LIGHTING SERVICE**

THIS AGREEMENT made and entered into this 11th day of January 1982 by and between Town of Sellersburg, Indiana acting by and through its Board of Trustees (hereinafter called "Customer"), party of the first part, and PUBLIC SERVICE COMPANY OF INDIANA, INC., a corporation organized under the laws of the State of Indiana, (hereinafter called "Company") party of the second part,

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

SECTION I. Company will furnish, in accordance with conditions hereinafter set out, all necessary equipment to provide, operate and maintain a street lighting system, and Company will furnish electric energy, all for the purpose of furnishing street lighting service to Customer.

SECTION II. A detail of the locations of the lamps to be supplied for said street lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. D 5661-2, marked Exhibit "A" and made a part hereof the same as if incorporated herein.

SECTION III. Except as otherwise provided in this agreement, Customer shall pay Company for the operation of said street lighting system and for the electric energy supplied therefor, an amount determined at the following rates per lamp per month based on the costs set forth in attached Rate

OSL No. of Lamps	Rate per Lamp per Month	Outage Credit per Lamp per Night
<b>Dryer Estates 8-100 watt SV</b>	<b>\$10.12</b>	<b>33¢</b>
<b>Forest Estates 10-100 watt SV</b>	<b>\$ 9.23</b>	<b>30¢</b>

SECTION IV. The operation of said street lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

(1) Liability. Company shall protect and save Customer harmless from any and all loss, damage or liability proximately caused by the negligency of Company in the installation and/or maintenance of the street lighting system, but this shall not be construed as an assumption of any liability for injury to or death of any person or for damage to any property caused by the failure of any lamp or lamps to operate.

(2) Ownership of System-Service Lines. All facilities installed by Company to provide street lighting service under this agreement are and shall remain the property of Company, and the termination of this agreement for any reason whatsoever shall not in any way affect such ownership by Company, nor deprive Company of the right either to remove any or all property comprising such street lighting system or any part thereof or to use the same in, or in connection with, the rendering of other public utility service by Company.

(3) Rate Changes. Should an change in the rates provided for herein be lawfully ordered by the Public Service Commission of Indiana, payments for service by Customer to Company as provided for herein shall thereafter be made upon the basis of such new rates as changed and approved by the Public Service Commission of Indiana.

SECTION V. Service under this agreement shall commence as soon as practicable, and Company shall notify Customer in writing as to the date on which service hereunder will commence. The initial fixed term of this agreement during which Customer shall take and Company shall render service hereunder shall be ~~ten~~ **10** years from the said date when service commences hereunder, and after the said initial fixed term of ~~ten~~ **10** years this agreement shall continue in force and effect for successive terms of one ( 1 ) year. Either one of the parties hereto upon at least sixty (60) days' prior written notice to the other may terminate this agreement at the expiration of said initial fixed term of ~~ten~~ **ten** years or at the expiration of any successive one-year term.

SECTION VI. From and after the date when service commences under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto under the terms of which street lighting service is supplied by Company to Customer and all such agreements as to street lighting service, or insofar as they cover such street lighting service, shall be deemed terminated and cancelled as of such date; provided, however, that such termination or cancellation shall not preclude or destroy the right of either party hereto thereafter to commence an action, and recover, for any unpaid bills or other damages resulting from any breach of such other agreement during the time the same was in force and effect.

SECTION VII. All terms and stipulations heretofore made or agreed to in respect to street lighting service by Company to Customer subsequent to the commencement of service hereunder are merged into this written agreement, and no previous or contemporaneous representations or agreement made by any officer, agent, representative or employee of Company or Customer shall be binding upon either party in connection with the rendering or receiving of street lighting service hereunder unless contained herein.

SECTION VIII. The "General Terms and Conditions For Electric Service" of the Company, which are from time to time filed with and approved by the Public Service Commission of Indiana, shall be deemed a part of this agreement and the conditions of service provided for herein the same as if such terms and conditions were specifically set forth herein.

SECTION IX. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF the parties hereto have caused quadruplicate copies of this agreement to be duly executed by their respective duly authorized agents, and any required corporate seals to be duly affixed to such quadruplicate copies, and properly attested, all as of the day, month, and year first above written.

Town of Sellersburg, Indiana

Board of Trustees

BY Carl E. Kaman  
Thomas W. Wilburn  
William R. Collier

ATTEST AND SEAL:

Anna L. McCartney

PUBLIC SERVICE COMPANY OF INDIANA, INC.  
an Indiana corporation

BY Robert C. Davis  
DIRECTOR CONSUMER AND COMMUNITY SERVICES

**RATE OSL - SCHEDULE FOR PUBLIC ORNAMENTAL  
STREET LIGHTING SERVICE  
(Continued From Sheet No. 19)**

Description	Average Initial Lumens	Cost Per Lamp Per Month
<u>Luminaires - Cont'd.</u>		
<u>"Rectangular Cutoff" Luminaire</u>		
<u>High Pressure Sodium Vapor Lamps</u>		
100 watts	9,600 lumens	\$ 8.14
200 watts	22,000 lumens	9.58
400 watts	50,000 lumens	12.57
<u>"Square Cutoff" Luminaire</u>		
<u>High Pressure Sodium Vapor Lamps</u>		
100 watts	9,600 lumens	\$13.38
200 watts	22,000 lumens	14.72
400 watts	50,000 lumens	25.07
<u>Standards</u>		
<u>Direct Imbedded Standard</u>		
<u>Wood Pole With 4 Foot Bracket</u>		
30 foot mounting height		\$ 4.86
35 foot mounting height		5.92
<u>Steel Pole With 6 Foot Bracket</u>		
30 foot mounting height, 11 gauge		\$ 7.22
30 foot mounting height, 3 gauge		12.80
35 foot mounting height, 11 gauge		9.91
35 foot mounting height, 3 gauge		12.98
<u>Steel Pole for "Post Top" Mounting</u>		
25 foot mounting height		\$ 5.52
<u>Fiberglass Pole for "Post Top" Mounting</u>		
12 foot mounting height		\$ 2.27
18 foot mounting height		3.12
<u>Foundation Mounted Standard</u>		
<u>Aluminum Pole With 6 Foot Bracket</u>		
25 foot mounting height, .188 inch WT		\$ 7.45
25 foot mounting height, .250 inch WT		10.60
30 foot mounting height, .188 inch WT		9.01
30 foot mounting height, .250 inch WT		12.17
35 foot mounting height, .188 inch WT		11.06
35 foot mounting height, .250 inch WT		14.48
40 foot mounting height, .219 inch WT		12.84
40 foot mounting height, .250 inch WT		19.54

**PUBLIC SERVICE COMPANY OF INDIANA, INC.**

1000 East Main Street  
Plainfield, Indiana 46168

PSCI No. 7  
Original Sheet No. 19

**RATE OSL - SCHEDULE FOR PUBLIC ORNAMENTAL  
STREET LIGHTING SERVICE**

**Availability**

Available for public ornamental street lighting service at such locations as are adjacent to an electric power line of Company that is adequate and suitable for supplying the street lighting service requested.

**Rate\***

The rate per lamp per month shall be determined on the basis of the sum total of the individual monthly costs applicable to each of the facilities required to be installed, operated, and maintained by the Company to meet the street lighting requests of the Customer. The monthly costs applicable to each of the requested facilities are as follows:

<u>Description</u>	<u>Average Initial Lumens</u>	<u>Cost Per Lamp Per Month</u>
<u>Luminaires</u>		
<u>"Cobra Head" Luminaire</u>		
<u>Mercury Vapor Lamps</u>		
175 watts	8,000 lumens	\$ 4.11
250 watts	11,000 lumens	5.17
400 watts	22,000 lumens	6.42
700 watts	40,000 lumens	9.72
1000 watts	59,000 lumens	12.69
<u>High Pressure Sodium Vapor Lamps</u>		
100 watts	9,600 lumens	\$ 4.15
150 watts	16,000 lumens	4.66
200 watts	22,000 lumens	5.72
250 watts	30,000 lumens	6.53
400 watts	50,000 lumens	8.21
<u>"Post Top" Luminaire</u>		
<u>Mercury Vapor Lamps</u>		
175 watts	8,000 lumens	\$ 4.99
400 watts	22,000 lumens	13.00
<u>High Pressure Sodium Vapor Lamps</u>		
100 watts	9,600 lumens	\$ 5.68
150 watts	16,000 lumens	6.55
400 watts	50,000 lumens	15.35

**RATE OSL - SCHEDULE FOR PUBLIC ORNAMENTAL  
STREET LIGHTING SERVICE  
(Continued From Sheet No. 19)**

Description	Average Initial Lumens	Cost Per Lamp Per Month
<b>Luminaires - Cont'd.</b>		
<u>"Rectangular Cutoff" Luminaire</u>		
<u>High Pressure Sodium Vapor Lamps</u>		
100 watts	9,600 lumens	\$ 8.14
200 watts	22,000 lumens	9.58
400 watts	50,000 lumens	12.57
<u>"Square Cutoff" Luminaire</u>		
<u>High Pressure Sodium Vapor Lamps</u>		
100 watts	9,600 lumens	\$13.38
200 watts	22,000 lumens	14.72
400 watts	50,000 lumens	25.07
<b>Standards</b>		
<u>Direct Imbedded Standard</u>		
<u>Wood Pole With 4 Foot Bracket</u>		
30 foot mounting height		\$ 4.86
35 foot mounting height		5.92
<u>Steel Pole With 6 Foot Bracket</u>		
30 foot mounting height, 11 gauge		\$ 7.22
30 foot mounting height, 3 gauge		12.80
35 foot mounting height, 11 gauge		9.91
35 foot mounting height, 3 gauge		12.98
<u>Steel Pole for "Post Top" Mounting</u>		
25 foot mounting height		\$ 5.52
<u>Fiberglass Pole for "Post Top" Mounting</u>		
12 foot mounting height		\$ 2.27
18 foot mounting height		3.12
<u>Foundation Mounted Standard</u>		
<u>Aluminum Pole With 6 Foot Bracket</u>		
25 foot mounting height, .188 inch WT		\$ 7.45
25 foot mounting height, .250 inch WT		10.60
30 foot mounting height, .188 inch WT		9.01
30 foot mounting height, .250 inch WT		12.17
35 foot mounting height, .188 inch WT		11.06
35 foot mounting height, .250 inch WT		14.48
40 foot mounting height, .219 inch WT		12.84
40 foot mounting height, .250 inch WT		19.54

**RATE OSL - SCHEDULE FOR PUBLIC ORNAMENTAL  
STREET LIGHTING SERVICE  
(Continued From Sheet No. 19-A)**

Description	Cost Per Lamp Per Month
<u>Standards - Cont'd.</u>	
<u>Foundation Mounted Standard - Cont'd.</u>	
<u>Steel Pole With 6 Foot Bracket</u>	
25 foot mounting height, 11 gauge	\$ 5.96
25 foot mounting height, 3 gauge	9.34
<u>Steel Pole For "Post Top" Mounting With Transformer Base</u>	
20 foot mounting height	\$ 6.16
<u>Steel Pole - Square Tapered For "Rectangular Cutoff" Luminaires</u>	
30 foot mounting height for 1 luminaire	\$11.13
30 foot mounting height for 2 luminaires	11.52
30 foot mounting height for 4 luminaires	13.53
<u>Other Facilities</u>	
Aluminum Frangible Coupling	\$ 2.42
Round Pole Adapter	0.47
Concrete Base For Foundation Mounted Standards	3.07
Standard and/or Concrete Base Set In Rock - per foot	0.73
<u>Wiring</u>	
<u>Overhead Wiring - 150 Foot Span</u>	
No. 6 Aluminum Duplex - per standard	\$ 0.69
<u>Underground Wiring - 200 Feet</u>	
Wire plowed-in sand or loam - per standard	\$ 1.33
Wire placed in trench - per standard	0.78
<u>Trenching</u>	
Trenching in loam - per foot	\$ 0.01
Trenching in rock - per foot	0.14
Trenching in concrete or asphalt - per foot	0.08
Pushed conduit - per foot	0.11



**RATE OSL - SCHEDULE FOR PUBLIC ORNAMENTAL  
STREET LIGHTING SERVICE  
(Continued From Sheet No. 19-B)**

**Outage Credit Per Lamp Per Night**

An outage credit per lamp per night shall be determined on the basis of multiplying the rate per lamp per month by 12 and dividing the resulting figure by 365.

Customer or other authorized agent shall make a report of any lamp or lamps which are out of service during proper lighting hours. A copy of such report shall be delivered to Company's local or district office, or to such representative as Company may designate to receive such reports.

Company shall restore any lamp or lamps to service before the proper hour for lighting on the same day as reported if the report of lamp outage is received before the hour of 12 o'clock noon, or Company shall restore any lamp or lamps to service before the proper hour for lighting on the next succeeding day if the report of lamp outage is received after the hour of 12 o'clock noon. In the event of the failure to restore any lamp or lamps to service as hereinbefore provided, after receipt of the report hereinbefore provided for, Customer shall, for each such lamp outage, receive a deduction for the outage credit from the payment for street lighting service for the current month.

Such deductions for outage credit shall constitute the only liability that Company assumes or shall have because of the failure of any lamp or lamps to operate during lighting hours, and Company shall not be liable either to Customer or to any third party or parties for any claims for damages directly or indirectly attributable to such lamp outage.

**For Other Public Ornamental Street Lighting Service**

When a Customer hereunder requests public ornamental street lighting service requiring facilities not listed above, the applicable rate per lamp per month shall be determined on the basis of the Company's total cost to install, own, operate and maintain such special facilities.

**Ownership of System-Service Lines**

Company will furnish, provide, install, own, operate and maintain the necessary transmission and distribution lines, wires, conduits, conductors, cables, masts, towers, poles, posts, standards, transformers, lamps, luminaires and other facilities and structures for furnishing public ornamental street lighting service to Customer.

Company shall erect the service lines necessary to supply electric energy to the said public ornamental street lighting system within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the public ornamental street lighting system. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through its own best efforts.

**PUBLIC SERVICE COMPANY OF INDIANA, INC.**

1000 East Main Street  
Plainfield, Indiana 46168

PSCI No. 7  
Original Sheet No. 19-C

**RATE OSL - SCHEDULE FOR PUBLIC ORNAMENTAL  
STREET LIGHTING SERVICE  
(Continued From Sheet No. 19-B)**

**Outage Credit Per Lamp Per Night**

An outage credit per lamp per night shall be determined on the basis of multiplying the rate per lamp per month by 12 and dividing the resulting figure by 365.

Customer or other authorized agent shall make a report of any lamp or lamps which are out of service during proper lighting hours. A copy of such report shall be delivered to Company's local or district office, or to such representative as Company may designate to receive such reports.

Company shall restore any lamp or lamps to service before the proper hour for lighting on the same day as reported if the report of lamp outage is received before the hour of 12 o'clock noon, or Company shall restore any lamp or lamps to service before the proper hour for lighting on the next succeeding day if the report of lamp outage is received after the hour of 12 o'clock noon. In the event of the failure to restore any lamp or lamps to service as hereinbefore provided, after receipt of the report hereinbefore provided for, Customer shall, for each such lamp outage, receive a deduction for the outage credit from the payment for street lighting service for the current month.

Such deductions for outage credit shall constitute the only liability that Company assumes or shall have because of the failure of any lamp or lamps to operate during lighting hours, and Company shall not be liable either to Customer or to any third party or parties for any claims for damages directly or indirectly attributable to such lamp outage.

**For Other Public Ornamental Street Lighting Service**

When a Customer hereunder requests public ornamental street lighting service requiring facilities not listed above, the applicable rate per lamp per month shall be determined on the basis of the Company's total cost to install, own, operate and maintain such special facilities.

**Ownership of System-Service Lines**

Company will furnish, provide, install, own, operate and maintain the necessary transmission and distribution lines, wires, conduits, conductors, cables, masts, towers, poles, posts, standards, transformers, lamps, luminaires and other facilities and structures for furnishing public ornamental street lighting service to Customer.

Company shall erect the service lines necessary to supply electric energy to the said public ornamental street lighting system within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the public ornamental street lighting system. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through its own best efforts.

**RATE OSLSCHEDULE FOR PUBLIC ORNAMENTAL  
STREET LIGHTING SERVICE  
(Continued From Sheet No. 19-D)**

Rates\* included in Special Contracts for Ornamental Public Street Lighting Service at the following locations:

<u>Location</u>	<u>Size of Lamp</u>	<u>Type of Lamp</u>	<u>Number of Lamps</u>	<u>Rate per Lamp per Month</u>
<b>Avon:</b>				
<b>Prestwick Planned Community Development</b>				
	175 watts	MV	5	\$19.28
	175 watts	MV	5	\$20.86
<b>Town of Bloomfield:</b>	175 watts	MV	8	\$ 6.61
<b>City of Carmel:</b>				
	175 watts	MV	12	\$ 6.61
	175 watts	MV	15	\$ 6.61
	175 watts	MV	1	\$ 6.61
	175 watts	MV	20	\$ 6.61
<b>Town of Fishers:</b>				
	175 watts	MV	27	\$ 6.61
	175 watts	MV	6	\$ 6.61
<b>City of Huntington:</b>				
	175 watts	MV	3	\$ 6.61
	175 watts	MV	5	\$ 6.61
	175 watts	MV	4	\$ 6.61
<b>City of Kokomo:</b>				
	150 watts	SV	2	\$ 6.99
<b>City of Noblesville:</b>				
	175 watts	MV	24	\$ 6.61
	175 watts	MV	11	\$ 6.61
	400 watts	SV	12	\$27.42
	250 watts	SV	6	\$23.67
	250 watts	SV	18	\$27.09
<b>Town of North Manchester:</b>				
	175 watts	MV	8	\$ 6.61
<b>Terre Haute:</b>				
<b>Hulman Field Airport Authority</b>				
	250 watts	SV	7	\$30.90
	400 watts	SV	13	\$24.12
<b>City of Wabash:</b>				
	150 watts	SV	41	\$ 8.05
<b>City of West Lafayette:</b>				
	100 watts	SV	24	\$ 8.00

SV = Sodium Vapor; MV = Mercury Vapor

**PUBLIC SERVICE COMPANY OF INDIANA, INC.**

1000 East Main Street  
Plainfield, Indiana 46168

PSCI No. 7

Original Sheet No. 19-D

**RATE OSL - SCHEDULE FOR PUBLIC ORNAMENTAL  
STREET LIGHTING SERVICE  
(Continued From Sheet No. 19-C)**

**Lighting Hours**

The lighting hours for the public ornamental street lighting system shall be on "all night" schedule which provides that lamps are to be lighted from approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunrise each day in the year, approximately 4,000 hours per annum.

**Maintenance of Lighting System**

Company will repair and/or replace and maintain all facilities owned by Company, including lamps and glassware, which may be necessary to provide continuous operation of the public ornamental street lighting system.

**Changes in Lamp Location**

Company will change the location of any lamp or lamps constituting a part of the public ornamental street lighting system which are, or may be, installed and/or operated under this schedule. Any such change in lamp location will be made only upon written order from Customer. The actual cost and expense of making each such change in lamp location shall be borne by Customer.

**Additional Lamps**

The installation of an additional lamp or lamps to such public ornamental street lighting system and the connecting to and/or furnishing of electric energy to such additional lamp or lamps shall be added to the original contract between Customer and Company for such public ornamental street lighting system at a rate per lamp per month determined on the basis of the applicable monthly costs of the facilities required.

**Payments for Service**

Bills for public ornamental street lighting service as supplied under this schedule will be submitted by Company to Customer monthly. After such bills have been presented for public ornamental street lighting service rendered during the preceding month, Customer shall make full payment within 10 working days of the billing date; provided, however, that any government agency shall be allowed such additional period of time for payment of the bill as the agency's normal fiscal operations require.

**Contract for Service**

A Customer seeking service under this schedule shall make and enter into a contract with Company for an initial fixed term of ten years. After such initial fixed term of ten (10) years the contract shall continue in force and effect for successive terms of ten (10) years. Either one of the parties thereto upon at least sixty (60) days' prior written notice to the other may terminate the contract at the expiration of said initial fixed term of ten (10) years or at the expiration of any successive ten-year term.

\*Subject to:

Standard Contract Rider No. 7 - Wholesale Power Adjustment

**RATE OSL-SCHEDULE FOR PUBLIC ORNAMENTAL  
STREET LIGHTING SERVICE  
(Continued From Sheet No. 19-D)**

Rates\* included in Special Contracts for Ornamental Public Street Lighting Service at the following locations:

<u>Location</u>	<u>Size of Lamp</u>	<u>Type of Lamp</u>	<u>Number of Lamps</u>	<u>Rate per Lamp per Month</u>
<b>Avon:</b>				
<b>Prestwick Planned</b>				
<b>Community Development</b>				
	175 watts	MV	5	\$19.28
	175 watts	MV	5	\$20.86
<b>Town of Bloomfield:</b>	175 watts	MV	8	\$ 6.61
<b>City of Carmel:</b>				
	175 watts	MV	12	\$ 6.61
	175 watts	MV	15	\$ 6.61
	175 watts	MV	1	\$ 6.61
	175 watts	MV	20	\$ 6.61
<b>Town of Fishers:</b>				
	175 watts	MV	27	\$ 6.61
	175 watts	MV	6	\$ 6.61
<b>City of Huntington:</b>				
	175 watts	MV	3	\$ 6.61
	175 watts	MV	5	\$ 6.61
	175 watts	MV	4	\$ 6.61
<b>City of Kokomo:</b>				
	150 watts	SV	2	\$ 6.99
<b>City of Noblesville:</b>				
	175 watts	MV	24	\$ 6.61
	175 watts	MV	11	\$ 6.61
	400 watts	SV	12	\$27.42
	250 watts	SV	6	\$23.67
	250 watts	SV	18	\$27.09
<b>Town of North Manchester:</b>				
	175 watts	MV	8	\$ 6.61
<b>Terre Haute:</b>				
<b>Hulman Field</b>				
<b>Airport Authority</b>				
	250 watts	SV	7	\$30.90
	400 watts	SV	13	\$24.12
<b>City of Wabash:</b>				
	150 watts	SV	41	\$ 8.05
<b>City of West Lafayette:</b>				
	100 watts	SV	24	\$ 8.00

SV = Sodium Vapor; MV = Mercury Vapor

; and

WHEREAS, all acts, conditions and things precedent to the execution by the TOWN OF Sellersburg of the said contract have happened and been properly done in regular and due form as required by law.

NOW THEREFORE, Be It Ordained by the BOARD OF TRUSTEES of the TOWN OF Sellersburg, in Clark County, Indiana, as follows, to-wit:

1. That the TOWN OF Sellersburg do make and enter into the aforesaid contract with PUBLIC SERVICE COMPANY OF INDIANA, INC., for the installation, operation and maintenance of the ornamental street lighting system more particularly described in said contract, and for the street lighting service to be rendered in accordance with the terms and conditions of the said contract; and that said contract, in the form set forth, be, and the same is hereby, approved; that the President or BOARD OF TRUSTEES of said Town are authorized to execute the same in the name of, and for, and in behalf of said Town, and the Clerk-Treasurer is authorized to attest the same with his signature and affix thereto the corporate seal of said Town; and that when said contract is executed either by the President or a majority of the BOARD OF TRUSTEES and attested by the Clerk-Treasurer, and has been approved by PUBLIC SERVICE COMMISSION OF INDIANA, as provided therein, it shall be in full force and effect.

2. This ordinance is passed on the same day and at the same meeting at which it is introduced and it is passed by the unanimous consent of all members of the BOARD OF TRUSTEES present, and there are present and voting at least two-thirds of the members elect of said BOARD OF TRUSTEES.

3. This ordinance shall be in full force and effect from and after its passage.

Dated, passed and approved this 11th day of January,  
1982.

Carl E. Kaman  
President of BOARD OF TRUSTEES  
Town of Sellersburg, Indiana

ATTEST:

Anna L. McCarty  
Clerk-Treasurer

AGREEMENT AND CONTRACT  
FOR  
ORNAMENTAL  
STREET LIGHTING SERVICE  
BETWEEN  
PUBLIC SERVICE COMPANY OF INDIANA, INC.  
AND  
DREYER ESTATES  
&  
FOREST ESTATES  
TOWN OF SELLERSEBURG, INDIANA

Date entered into ..... 1/11/82  
Date Rate approved by PUBLIC  
SERVICE COMMISSION OF INDIANA ..... 6/11/81  
Date service commenced ..... 10/23/81  
Date of expiration of fixed term ..... 10/23/91

(After last date, agreement continues for a term of ( 10 ) years and from year to year thereafter, and is binding until 60 days' notice by either party prior to expiration of the initial fixed term or any successive one year term.)

## AGREEMENT FOR STREET LIGHTING SERVICE

THIS AGREEMENT made and entered into this 11th day of January 1982 by and between Town of Sellersburg, Indiana acting by and through its Board of Trustees (hereinafter called "Customer"), party of the first part, and PUBLIC SERVICE COMPANY OF INDIANA, INC., a corporation organized under the laws of the State of Indiana, (hereinafter called "Company") party of the second part,

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

SECTION I. Company will furnish, in accordance with conditions hereinafter set out, all necessary equipment to provide, operate and maintain a street lighting system, and Company will furnish electric energy, all for the purpose of furnishing street lighting service to Customer.

SECTION II. A detail of the locations of the lamps to be supplied for said street lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. D-5661-2, marked Exhibit "A" and made a part hereof the same as if incorporated herein.

SECTION III. Except as otherwise provided in this agreement, Customer shall pay Company for the operation of said street lighting system and for the electric energy supplied therefor, an amount determined at the following rates per lamp per month based on the costs set forth in attached Rate

OSL No. of Lamps	Rate per Lamp per Month	Outage Credit per Lamp per Night
<b>Dryer Estates 8-100 watt SV</b>	<b>\$10.12</b>	<b>33¢</b>
<b>Forest Estates 10-100 watt SV</b>	<b>\$ 9.23</b>	<b>30¢</b>

SECTION IV. The operation of said street lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

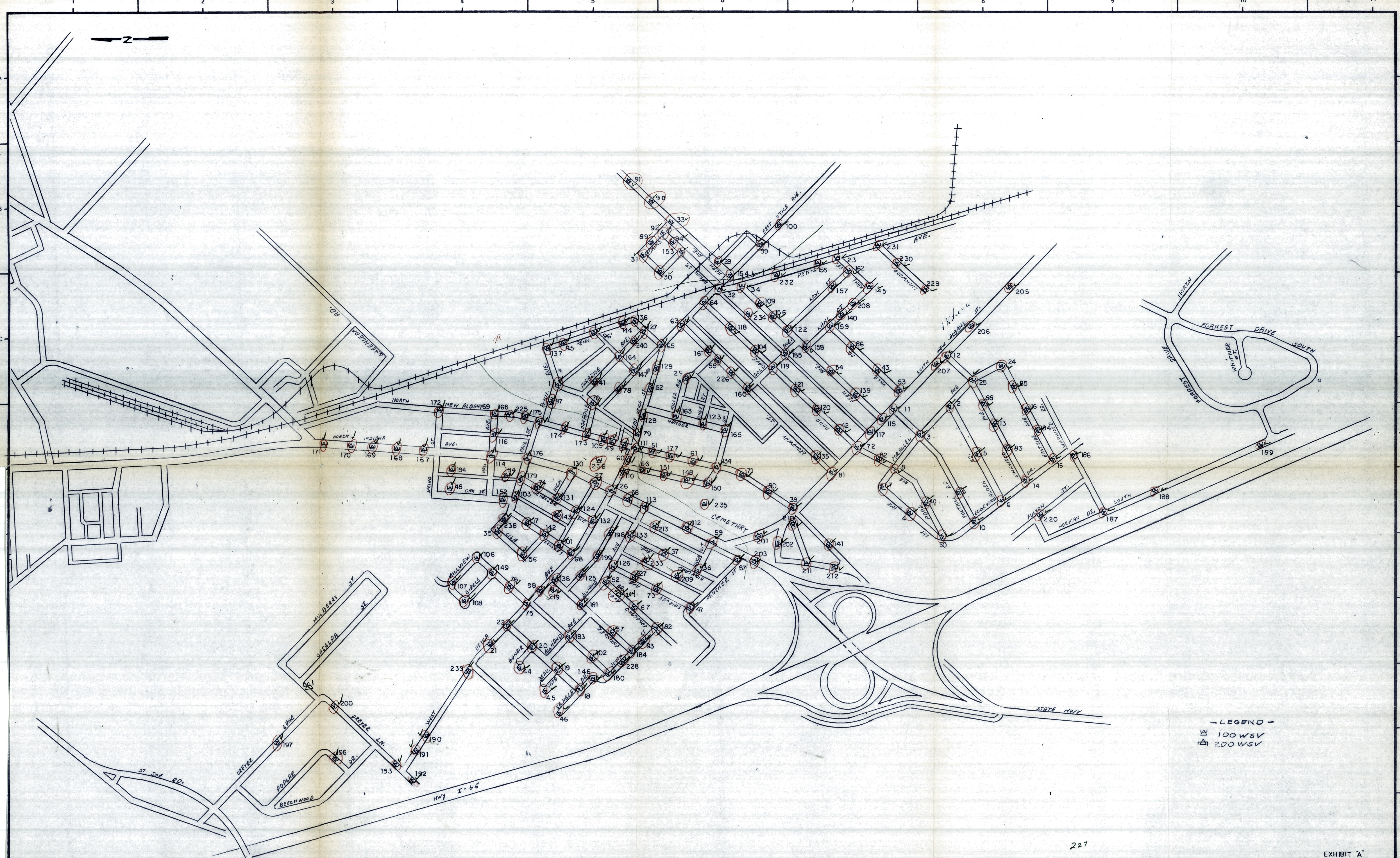
(1) Liability. Company shall protect and save Customer harmless from any and all loss, damage or liability proximately caused by the negligence of Company in the installation and/or maintenance of the street lighting system, but this shall not be construed as an assumption of any liability for injury to or death of any person or for damage to any property caused by the failure of any lamp or lamps to operate.

(2) Ownership of System--Service Lines. All facilities installed by Company to provide street lighting service under this agreement are and shall remain the property of Company, and the termination of this agreement for any reason whatsoever shall not in any way affect such ownership by Company, nor deprive Company of the right either to remove any or all property comprising such street lighting system or any part thereof or to use the same in, or in connection with, the rendering of other public utility service by Company.

(3) Rate Changes. Should any change in the rates provided for herein be lawfully ordered by the Public Service Commission of Indiana, payments for service by Customer to Company as provided for herein shall thereafter be made upon the basis of such new rates as changed and approved by the Public Service Commission of Indiana.

SECTION V. Service under this agreement shall commence as soon as practicable, and Company shall notify Customer in writing as to the date on which service hereunder will commence. The initial fixed term of this agreement during which Customer shall take and Company shall render service hereunder shall be **ten 10** years from the said date when service commences hereunder, and after the said initial fixed term of **ten ( 10 )** years this agreement shall continue in force and effect for successive terms of one ( 1 ) year. Either one of the parties hereto upon at least sixty (60) days' prior written notice to the other may terminate this agreement at the expiration of said initial fixed term of **ten 10** years or at the expiration of any successive one-year term.





- LEGEND -  
 [Symbol] 100WSV  
 [Symbol] 200WSV

227

EXHIBIT "A"

	INDEX	MAPS		
	DETAIL	OVERHEAD STREET LIGHTS		
	LOC.	SELLERSBURG		
	APP.	DR. T.O.	DATE 3-10-70	D-5661-1
	CK.	SCALE NONE		



**AGREEMENT FOR STREET LIGHTING SERVICE**

THIS AGREEMENT made and entered into this 11th day of January 1982 by and between Town of  
Sellersburg, Indiana acting by and through its Board  
of Trustees (hereinafter called "Customer"), party of the first part, and PUBLIC  
 SERVICE COMPANY OF INDIANA, INC., a corporation organized under the laws of the State of Indiana, (hereinafter called "Company")  
 party of the second part,

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

SECTION I. Company will furnish, in accordance with conditions hereinafter set out, all necessary equipment to provide, operate and maintain a street lighting system, and Company will furnish electric energy, all for the purpose of furnishing street lighting service to Customer.

SECTION II. A detail of the locations of the lamps to be supplied for said street lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. D-5661-2, marked Exhibit "A" and made a part hereof the same as if incorporated herein.

SECTION III. Except as otherwise provided in this agreement, Customer shall pay Company for the operation of said street lighting system and for the electric energy supplied therefor, an amount determined at the following rates per lamp per month based on the costs set forth in attached Rate

OSL No. of Lamps	Rate per Lamp per Month	Outage Credit per Lamp per Night
<b>Dryer Estates 8-100 watt SV</b>	<b>\$10.12</b>	<b>33¢</b>
<b>Forest Estates 10-100 watt SV</b>	<b>\$ 9.23</b>	<b>30¢</b>

SECTION IV. The operation of said street lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

(1) Liability. Company shall protect and save Customer harmless from any and all loss, damage or liability proximately caused by the negligency of Company in the installation and/or maintenance of the street lighting system, but this shall not be construed as an assumption of any liability for injury to or death of any person or for damage to any property caused by the failure of any lamp or lamps to operate.

(2) Ownership of System--Service Lines. All facilities installed by Company to provide street lighting service under this agreement are and shall remain the property of Company, and the termination of this agreement for any reason whatsoever shall not in any way affect such ownership by Company, nor deprive Company of the right either to remove any or all property comprising such street lighting system or any part thereof or to use the same in, or in connection with, the rendering of other public utility service by Company.

(3) Rate Changes. Should an change in the rates provided for herein be lawfully ordered by the Public Service Commission of Indiana, payments for service by Customer to Company as provided for herein shall thereafter be made upon the basis of such new rates as changed and approved by the Public Service Commission of Indiana.

SECTION V. Service under this agreement shall commence as soon as practicable, and Company shall notify Customer in writing as to the date on which service hereunder will commence. The initial fixed term of this agreement during which Customer shall take and Company shall render service hereunder shall be ~~ten~~ **10** years from the said date when service commences hereunder, and after the said initial fixed term of ~~ten~~ **10** years this agreement shall continue in force and effect for successive terms of one ( 1 ) year. Either one of the parties hereto upon at least sixty (60) days' prior written notice to the other may terminate this agreement at the expiration of said initial fixed term of ~~ten~~ **10** years or at the expiration of any successive one-year term.

AGREEMENT AND CONTRACT

FOR

OVERHEAD

STREET LIGHTING SERVICE

BETWEEN

PUBLIC SERVICE COMPANY OF INDIANA, INC.

AND

TOWN OF SELLERSBURG, INDIANA

Date entered into ..... 1/11/82  
Date Rate approved by PUBLIC  
SERVICE COMMISSION OF INDIANA ..... 6/11/81  
Date service commenced ..... 11-1-81  
Date of expiration of fixed term ..... 11-1-86

(After last date, agreement continues for a term of ( 5 ) years and from year to year thereafter, and is binding until 60 days' notice by either party prior to expiration of the initial fixed term or any successive one year term.)

## AGREEMENT FOR STREET LIGHTING SERVICE

THIS AGREEMENT made and entered into this 11th day of January 1982, by and between Town of Sellersburg, Indiana acting by and through its Board of Trustees (hereinafter called "Customer"), party of the first part, and PUBLIC SERVICE COMPANY OF INDIANA, INC., a corporation organized under the laws of the State of Indiana, (hereinafter called "Company"), party of the second part,

**WITNESSETH:**

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto hereby mutually covenant and agree as follows:

SECTION I. Company will furnish, in accordance with conditions hereinafter set out, all necessary equipment to provide, operate and maintain a street lighting system, and Company will furnish electric energy, all for the purpose of furnishing street lighting service to Customer.

SECTION II. A detail of the locations of the lamps to be supplied for said street lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. D-5661-1, marked Exhibit "A" and made a part hereof the same as if incorporated herein.

SECTION III. Except as otherwise provided in this agreement, Customer shall pay Company for the operation of said street lighting system and for the electric energy supplied therefor, an amount determined at the following rates per lamp per month based on the costs set forth in attached Rate

PSL

No. of Lamps	Rate per Lamp per Month	Outage Credit per Lamp per Night
<u>212</u> <del>210</del> -100 watt SV	\$ 6.38	21¢
17-200 watt SV	\$ 7.82	26¢

SECTION IV. The operation of said street lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

(1) Liability. Company shall protect and save Customer harmless from any and all loss, damage or liability proximately caused by the negligency of Company in the installation and/or maintenance of the street lighting system, but this shall not be construed as an assumption of any liability for injury to or death of any person or for damage to any property caused by the failure of any lamp or lamps to operate.

(2) Ownership of System-Service Lines. All facilities installed by Company to provide street lighting service under this agreement are and shall remain the property of Company, and the termination of this agreement for any reason whatsoever shall not in any way affect such ownership by Company, nor deprive Company of the right either to remove any or all property comprising such street lighting system or any part thereof or to use the same in, or in connection with, the rendering of other public utility service by Company.

(3) Rate Changes. Should any change in the rates provided for herein be lawfully ordered by the Public Service Commission of Indiana, payments for service by Customer to Company as provided for herein shall thereafter be made upon the basis of such new rates as changed and approved by the Public Service Commission of Indiana.

SECTION V. Service under this agreement shall commence as soon as practicable, and Company shall notify Customer in writing as to the date on which service hereunder will commence. The initial fixed term of this agreement during which Customer shall take any Company shall render service hereunder shall be five (5) years from the said date when service commences hereunder, and after the said initial fixed term of five (5) years this agreement shall continue in force and effect for successive terms of one ( 1 ) year. Either one of the parties hereto upon at least sixty (60) days' prior written notice to the other may terminate this agreement at the expiration of said initial fixed term offivé 5 years or at the expiration of any successive one-year term.

SECTION VI. From and after the date when service commences under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto under the terms of which street lighting service is supplied by Company to Customer and all such agreements as to street lighting service, or insofar as they cover such street lighting service, shall be deemed terminated and cancelled as of such date; provided, however, that such termination or cancellation shall not preclude or destroy the right of either party hereto thereafter to commence an action, and recover, for any unpaid bills or other damages resulting from any breach of such other agreement during the time the same was in force and effect.

SECTION VII. All terms and stipulations heretofore made or agreed to in respect to street lighting service by Company to Customer subsequent to the commencement of service hereunder are merged into this written agreement, and no previous or contemporaneous representations or agreement made by any officer, agent, representative or employee of Company or Customer shall be binding upon either party in connection with the rendering or receiving of street lighting service hereunder unless contained herein.

SECTION VIII. The "General Terms and Conditions For Electric Service" of the Company, which are from time to time filed with and approved by the Public Service Commission of Indiana, shall be deemed a part of this agreement and the conditions of service provided for herein the same as if such terms and conditions were specifically set forth herein.

SECTION IX. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF the parties hereto have caused quadruplicate copies of this agreement to be duly executed by their respective duly authorized agents, and any required corporate seals to be duly affixed to such quadruplicate copies, and properly attested, all as of the day, month, and year first above written.

Town of Sellersburg, Indiana

Board of Trustees

BY

Carl E. Korman  
Thomas W. W. DeFuria  
William R. Collier

ATTEST AND SEAL:

Anna L. McCartney

PUBLIC SERVICE COMPANY OF INDIANA, INC.  
an Indiana corporation

BY

Robert C. Daniel  
DIRECTOR CONSUMER AND COMMUNITY SERVICES

**PUBLIC SERVICE COMPANY OF INDIANA, INC.**1000 East Main Street  
Plainfield, Indiana 46168

PSCI No. 7

Original Sheet No. 18

**RATE PSL-SCHEDULE FOR PUBLIC STREET LIGHTING SERVICE  
(OTHER THAN STATE HIGHWAY LIGHTING SERVICE)****Availability**

Available for public street lighting service at such locations as are within the Company's service area and are adjacent to an electric power line of Company that is adequate and suitable for supplying the service requested.

**Rate\*****For Standard Overhead Public Street Lighting Service****Nominal Lamp Rating:****Incandescent Lamps**

<u>Size of Lamp</u>	<u>Average Initial Lumens</u>	<u>Rate per Lamp per Month</u>
189 watts	2,500 lumens	\$ 6.85
405 watts	6,000 lumens	9.19

**Mercury Vapor Lamps**

<u>Size of Lamp</u>	<u>Average Initial Lumens</u>	<u>Rate per Lamp per Month</u>
175 watts	8,000 lumens	\$ 7.75
250 watts	11,000 lumens	9.13
400 watts	22,000 lumens	12.12
700 watts	40,000 lumens	17.06

**High Pressure Sodium Vapor Lamps**

<u>Size of Lamp</u>	<u>Average Initial Lumens</u>	<u>Rate per Lamp per Month</u>
100 watts	9,600 lumens	\$ 6.38
150 watts	16,000 lumens	6.88
200 watts	22,000 lumens	7.82
250 watts	30,000 lumens	8.59
400 watts	50,000 lumens	10.21

**Outage Credit Per Lamp Per Night**

An outage credit per lamp per night shall be determined on the basis of multiplying the rate per lamp per month by 12 and dividing the resulting figure by 365.

**PUBLIC SERVICE COMPANY OF INDIANA, INC.**

1000 East Main Street  
Plainfield, Indiana 46168

PSCI No. 7

Original Sheet No. 18-A

**RATE PSL-SCHEDULE FOR PUBLIC STREET LIGHTING SERVICE  
(OTHER THAN STATE HIGHWAY LIGHTING SERVICE)  
(Continued from Sheet No. 18)**

**Ownership of System-Service Lines**

Company will furnish, provide, install, own, operate and maintain the necessary transmission and distribution lines, wires, conduits, conductors, cables, masts, towers, poles, posts, transformers, lamps, fixtures and other appliances and structures for furnishing public street lighting service to Customer.

Company shall erect the service lines necessary to supply electric energy to the said public street lighting system within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the public street lighting system. Customer shall assist Company, if necessary, in obtaining permission to trim trees when Company is unable to obtain such permission through its own best efforts.

**Lighting Hours**

The lighting hours for the public street lighting system shall be on an "all night" schedule which provides that lamps are to be lighted from approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunrise each day in the year, approximately 4,000 hours per annum.

**Maintenance of Lighting System**

Company will repair and/or replace and maintain all equipment owned by Company, including lamps and glassware, which may be necessary to provide continuous operation of the public street lighting system.

**Changes in Lamp Location**

Company will change the location of any lamp or lamps constituting a part of the public street lighting system which are, or may be, installed and/or operated under this schedule. Any such change in lamp location will be made only upon written order from Customer. The actual cost and expense of making each such change in lamp location shall be borne by Customer.

**Additional Lamps**

***Standard Overhead Public Street Lighting Service***

Company shall install, at its own expense, any additional lamp or lamps included in the rates for standard overhead public street lighting service when ordered by Customer. Company shall install any additional lamp or lamps as soon as practicable after receipt by Company of the written order from Customer. Such order shall not require Company to install additional lamps at any time prior to thirty (30) days nor later than ninety (90) days after receipt by Company of such order.

***Other Public Street Lighting Service***

The installation of an additional lamp or lamps to a street lighting system other than a standard overhead street lighting system, and the connecting to and/or furnishing of electric energy to such additional street lighting system, lamp or lamps, shall be subject to a separate or supplemental agreement for any such additional street lighting system, lamp or lamps.

**PUBLIC SERVICE COMPANY OF INDIANA, INC.**

1000 East Main Street  
Plainfield, Indiana 46168

PSCI No. 7  
Original Sheet No. 18-B

**RATE PSL-SCHEDULE FOR PUBLIC STREET LIGHTING SERVICE  
(OTHER THAN STATE HIGHWAY LIGHTING SERVICE)**

(Continued from Sheet No. 18-A)

**Payments for Service**

*Public Authorities*

Bills for public street lighting service as supplied under this schedule will be submitted by Company to Customer monthly. After such bills have been presented for public street lighting service rendered during the preceding month, Customer shall make full payment within ten (10) days immediately following the date for the next regular meeting of the proper authorities having authority to approve such bills.

*Other than Public Authorities*

Company may require from applicants for public street lighting service a deposit equal to five years estimated charges before the public street lighting system is constructed. Such deposit can be made with Company or under terms of an escrow agreement with a bank subject to an agreement permitting Company to draw against such funds, annually and in advance, the estimated charges for electric service to be rendered to Customer hereunder during the one-year period following the date of such draft. Deposits made with Company will draw interest at the rate of four per cent (4%) annually. Such interest will be credited to Customer's account at the termination of each contract year. No further deposit shall be required to secure payment of bills for such service to be rendered hereunder for any year after the fifth year after the commencement of service hereunder except that all bills for service hereunder shall thereafter be paid annually and in advance.

**Deduction for Outage Credit**

Customer or other authorized agent shall make a report of any lamp or lamps which are out of service during proper lighting hours. A copy of such report shall be delivered to Company's local or district office, or to such representative as Company may designate to receive such reports.

Company shall restore any lamp or lamps to service before the proper hour for lighting of the same day as reported if the report of lamp outage is received before the hour of 12 o'clock noon, or Company shall restore any lamp or lamps to service before the proper hour for lighting on the next succeeding day if the report of lamp outage is received after the hour of 12 o'clock noon. In the event of the failure to restore any lamp or lamps to service as hereinbefore provided, after receipt of the report hereinbefore provided for, Customer shall, for each such lamp outage, receive a deduction for outage credit from the payment for street lighting service for the current month.

Such deductions for outage credit shall constitute the only liability that Company assumes or shall have because of the failure of any lamp or lamps to operate during lighting hours, and Company shall not be liable either to Customer or to any third party or parties for any claims for damages directly or indirectly attributable to such lamp outage.

**Contract for Service**

A Customer seeking service under this schedule shall make and enter into a contract with Company for a term of not less than ten years in the case of an ornamental public street lighting system or in the case of contracts for such systems with persons other than public authorities, and not less than five years in the case of any other public street lighting system, containing other appropriate terms and conditions not inconsistent herewith.

\*Subject to:

Standard Contract Rider No. 7 - Wholesale Power Adjustment



; and

WHEREAS, all acts, conditions and things precedent to the execution by the TOWN OF Sellersburg of the said contract hereinbefore set forth have happened and been properly done in regular and due form as required by law.

NOW, THEREFORE, Be it Ordained by the BOARD OF TRUSTEES of the TOWN OF Sellersburg, in Clark County, Indiana, as follows, to-wit:

1. That the TOWN OF Sellersburg do make and enter into the aforesaid contract with PUBLIC SERVICE COMPANY OF INDIANA, INC. for the installation, operation and maintenance of the overhead street lighting system more particularly described in said contract, and for the street lighting service to be rendered in accordance with the terms and conditions of the said contract; and that said contract, in the form set forth, be, and the same is hereby approved; that the President or BOARD OF TRUSTEES of said Town are authorized to execute the same in the name of, and for, and in behalf of said Town, and the Clerk-Treasurer is authorized to attest the same with his signature and affix thereto the corporate seal of said Town; and that when said contract is executed either by the President or a majority of the BOARD OF TRUSTEES and attested by the Clerk-Treasurer, it shall be in full force and effect.

2. This ordinance is passed on the same day and at the same meeting at which it is introduced and it is passed by the unanimous consent of all members of the BOARD OF TRUSTEES present, and there are present and voting at least two-thirds of the members elect of said BOARD OF TRUSTEES.

3. This ordinance shall be in full force and effect from and after its passage.

Passed, approved and signed this 11th day of January,

19 82.

Carl E. Kama

President of BOARD OF TRUSTEES  
Town of Sellersburg, Indiana

ATTEST:

Anna L. McCartney  
Clerk-Treasurer

NOTICE is hereby given by the BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG, INDIANA, in accordance with I.C. 36-9-23-26 and I.C. 36-5-2-10, of a public hearing open to all interested persons to be held at the Sellersburg Town Hall, 318 E. Utica St., Sellersburg, Indiana, at 7:30 P.M. on the 22nd day of February, 1982, to consider the adoption of a proposed ordinance introduced to the Board of Trustees during their regular meeting on February 8, 1982, which proposed ordinance would amend Ordinance No. 248 concerning the Waterworks System charges of the Town of Sellersburg, Indiana, and which proposed ordinance would further amend Ordinance No. 333 concerning the Sewer Department charges of the Town of Sellersburg, Indiana. Said proposed ordinance reads as follows:

AN ORDINANCE AMENDING ORDINANCES NO. 248  
AND NO. 333 CONCERNING NON-RECURRING  
WATERWORKS AND SEWAGE SERVICE CHARGES

BE IT ORDAINED by the Board of Trustees of the Town of Sellersburg, Indiana, that:

SECTION 1: Ordinance No. 248, Sec. 1(c) concerning Waterworks rates and charges is hereby amended by adding the following paragraph:

In addition to the late payment charge specified herein, there shall be a charge of \$10.00 for each check or other negotiable instrument which shall be returned and not paid for any reason.

SECTION 2: Ordinance NO. 333, Sec. 5 concerning sewer rates and charges is hereby amended by adding the following paragraphs:

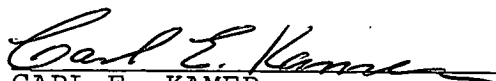
All bills for sewage service not paid within fifteen (15) days from the due date thereof, as stated in such bills, shall be subject to the collection or deferred payment charge of ten percent (10%).

In addition to the late payment charge specified above, there shall be a charge of \$10.00 for each check or other negotiable instrument which shall be returned and not paid for any reason.

Final actions shall be taken by the Sellersburg Board of Trustees at the above public hearing and all interested persons are invited

to attend. This notice shall be published February 11, & 18, 1982,  
in accordance with I.C. 5-3-1-2(f).

TOWN OF SELLERSBURG, INDIANA  
BY ITS BOARD OF TRUSTEES:

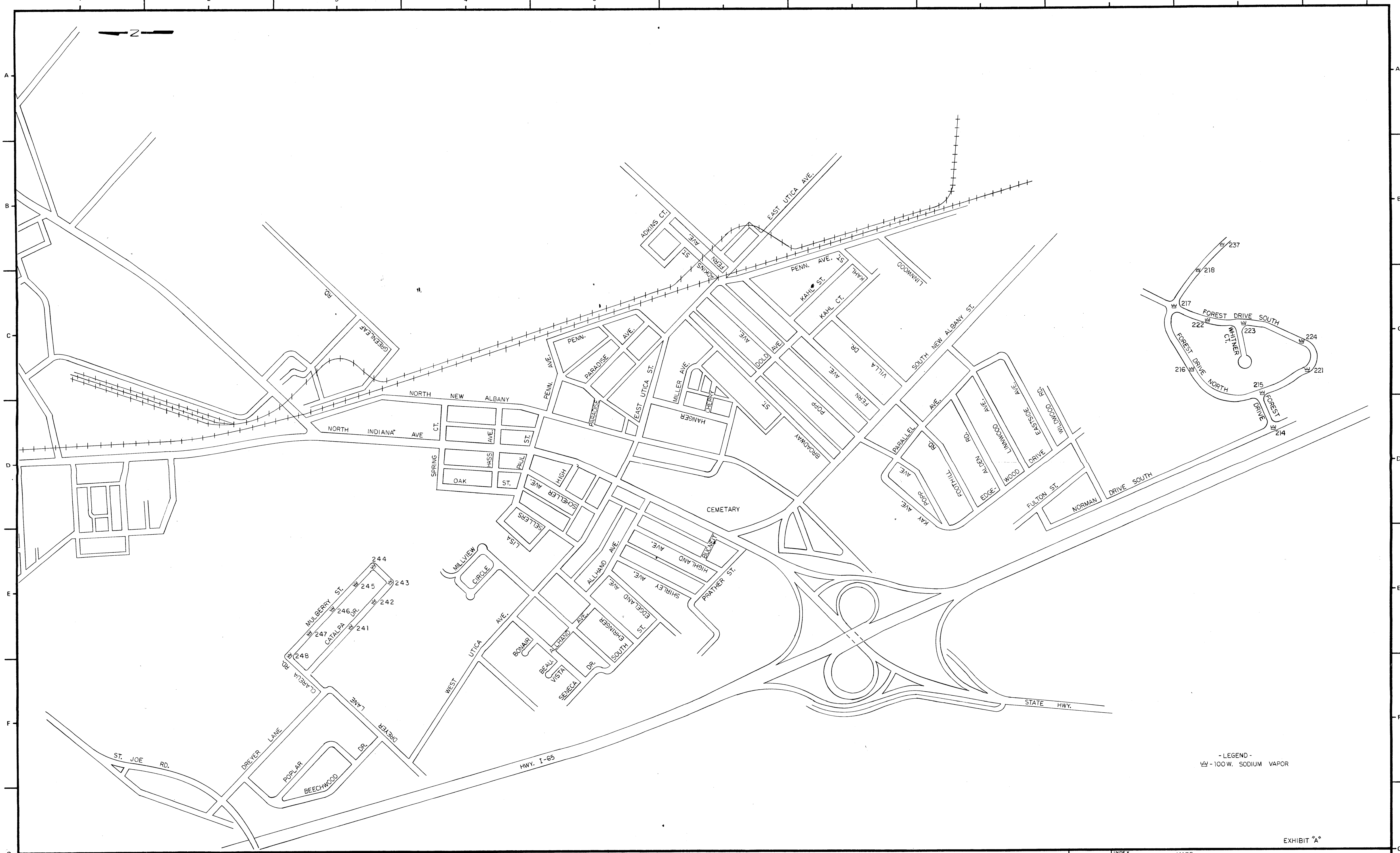
  
CARL E. KAMER

  
THOMAS W. WILKERSON

  
WILLIAM R. COLLIER

ATTEST:

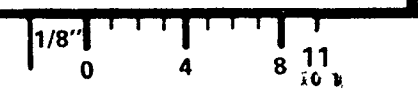
  
ANNA McCARTNEY, Clerk-Treasurer



- LEGEND -  
 --- 100W. SODIUM VAPOR

EXHIBIT "A"

 <b>PUBLIC SERVICE INDIANA</b>	INDEX	MAPS	
	DETAIL	ORNAMENTAL STREET LIGHTS - FOREST ESTATES & DREYER ESTATES	
	LOC.	SELLERSBURG	
	APP.	DR. MEW	DATE 8-14-81
	CK.	SCALE NONE	<b>D-5661-2</b>



## TOWN OF SELLERSBURG

RESOLUTION ADOPTING CONTRACT  
REGARDING CODIFICATION OF TOWN ORDINANCES

WHEREAS, I.C. 36-1-5, et. seq., Acts 1980, P.L. 211, SEC. 1, as amended by Acts 1981, P.L. 11, SEC. 134, and as amended by Acts 1981, P.L. 17, SEC. 5, requires all towns to codify their ordinances into a complete, simplified code excluding formal parts of the ordinances; and,

WHEREAS, it is necessary to retain professional services for assistance in the preparation of such an Ordinance Code for the Town of Sellersburg, Indiana; and,

WHEREAS the Book Publishing Company, Law Book Publishers, 2518 Western Avenue, Seattle, Washington 98121, has presented a proposal to prepare such a codification of ordinances for the Town of Sellersburg, Indiana, by way of their written "Contract for Codification of Ordinances and Model Code Provisions for the Municipality of Sellersburg, Indiana", which bid is dated February 4, 1982;

UPON MOTION DULY MADE AND SECONDED:

BE IT HEREBY RESOLVED, that the proposal of the Book Publishing Co., Law Book Publishers, 2518 Western Avenue, Seattle, Washington 98121, dated February 4, 1982, be, and the same is hereby accepted and said company is hereby retained for the services of providing the codification of the ordinances of the Town of Sellersburg, Indiana, pursuant to their bid and written "Contract fo Codification of Ordinances and Model Code Provisions for the Municipality of Sellersburg, Indiana".

PASSED this 8th day of February, 1982, during its regular meeting.

TOWN OF SELLERSBURG, INDIANA

BY ITS BOARD OF TRUSTEES:

BY:

  
 CARL E. KAMER

  
 THOMAS W. WILKERSON

  
 WILLIAM R. COLLIER

ATTEST:

  
 ANNA MCCARTNEY, Clerk-Treasurer

RESOLUTION NO. 82-R-29

TOWN OF SELLERSBURG

RESOLUTION REGARDING ENFORCEMENT OF  
ORDINANCES NO. 316 AGAINST HELEN HUMPHREY

WHEREAS, Helen Humphrey is the owner and maintains the premises, real property and unoccupied building located at, and commonly known as, 103 Helbig Avenue, Sellersburg, Clark County, Indiana; and,

WHEREAS, the above-described property has been found to be in violation of Ordinance No. 316 of the Town of Sellersburg, Indiana, by its duly elected, qualified and acting Chief of Police, Robert E. Campbell; and,

WHEREAS, the said Robert E. Campbell, Chief of the Sellersburg Police Department has previously served written notice upon the said Helen Humphrey of the violation of Ordinance No. 316, regarding the public nuisance of the above-described property; and,

WHEREAS, there have been various complaints forwarded to the Town of Sellersburg, Indiana, by land owners and occupants of premises adjacent to the above-described property;

UPON MOTION DULY MADE AND SECONDED:

BE IT HEREBY RESOLVED, that Carl E. Kamer, President of the Sellersburg, Indiana, Board of Trustees and the Town Executive (I.C. 36-5-2-2), is hereby directed to take any and all action necessary in the name of the Town of Sellersburg, Indiana, for the abatement of the above-described public nuisance, including legal action for damages and injunction for the enforcement of Ordinance No. 316 of the Town of Sellersburg, Indiana.

PASSED this 8th day of February, 1982, during the Board of Trustees regular meeting.

TOWN OF SELLERSBURG, INDIANA

BY ITS BOARD OF TRUSTEES:

Carl E. Kamer  
CARL E. KAMER

ATTEST:

Thomas W. Wilkerson  
THOMAS W. WILKERSON

Anna McCartney  
ANNA MCCARTNEY, Clerk-Treasurer

William R. Collier  
WILLIAM R. COLLIER

TOWN OF SELLERSBURG  
STATEMENT OF POLICY  
Concerning Contractors and Sub Contractors  
Bidding and Contracting under  
Department of Housing & Urban Development Projects

Resolution # 82-R-30

WHEREAS, the Town of Sellersburg is implementing a housing rehabilitation program funded by the Department of Housing and Urban Development;

WHEREAS, housing rehabilitation work scopes include all areas of work including electrical, plumbing and heating;

NOW THEREFORE, BE IT RESOLVED, that the Sellersburg Town Board reaffirms its policy concerning contractors and sub-contractors. Being, that it is now and has been the policy of the Sellersburg Town Board that award consideration is limited to contractors and sub-contractors who bid and contract under HUD project funding who are certified and/or licensed as prescribed by any and all local, state, and federal laws, statutes, ordinances, and/or requirements.

Passed this 22nd day of February, 1982.

Carl E. Harner

Thomas W. Wilbur

William R. Collier

ATTEST: Ana McCarty

TOWN OF SELLERSBURG

Resolution No. 82R31

WHEREAS, the Town of Sellersburg is a recipient of Department of Housing and Urban Development Community Development Block Grant, Small Cities funding;

WHEREAS, it is the policy of the Town of Sellersburg to initiate actions necessary to achieve community development and neighborhood revitalization;

WHEREAS, installing storm sewers is necessary to achieve community development and neighborhood revitalization;

WHEREAS, in order to install Storm Sewers in the Kahl Court Target Area, it will be necessary for the Town of Sellersburg to acquire certain easements and right-of-ways, P-81-02, P-81-03, P-81-04, P-81-05, P-81-11, P-81-20, P-81-21, P-81-22, P-81-23, P-81-24, P-81-25, P-81-26, P-81-27, and P-81-28. See Attachment A for legal descriptions and surveys.

WHEREAS, property owners will be compensated for the fair market value of said easements and right-of-ways;

THEREFORE, LET IT BE RESOLVED, this 8th day of March, 1982, by the Sellersburg Town Board, that said easement(s) and/or right-of-way(s), for the installation of outfall storm sewers in the Kahl Court target area, be acquired with community development block grant funds and that the owners be compensated for their property at it's fair market value.

Carl E. Kamen

William R. Collier

Thomas W. Wilgus

ATTEST Anna McCartney



Jacobi and Toombs inc.



Consulting Engineers 120 Bell Avenue Clarksville, Indiana 47130 812 288-6646

February 3, 1982

PARCEL NO. P-81-02

DESCRIPTION OF A RIGHT-OF-WAY FOR KAHL COURT AND FERN STREET  
AND A STORM SEWER EASEMENT FOR KAHL COURT AREA STORM SEWERS  
AND STREET IMPROVEMENTS FROM DONALD A. AND MARSHA C. HOBBS

A right-of-way and a drainage easement for the purpose of reconstructing and maintaining streets and storm sewers and described as follows:

A part of Kahl's First Addition in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Donald A. and Marsha C. Hobbs at Deed Drawer 7, Instrument No. 10562 and bounded as follows:

TRACT NO. 1 - RIGHT-OF-WAY

Beginning at a point in the intersection of the southeasterly line of Fern Street and the northeasterly line of Kahl Court, which marks the west corner of said Hobbs tract, the true place of beginning of the right-of-way.

Thence the following courses of the boundary of the right-of-way:

- North 50 deg. East, 3 feet, more or less, with said southeasterly line of Fern Street, which is also the northwesterly line of said Hobbs tract;
- South 21 deg. 33 min. 53 sec. East, 9.49 feet, more or less, to said northeasterly line of Kahl Court, which is also the southwesterly line of said Hobbs tract;
- North 40 deg. West, 9 feet, more or less, with said northeasterly line of Kahl Court, which is also said southwesterly line of said Hobbs tract to the true place of beginning and containing 13.5 square feet of land.

TRACT NO. 2 - DRAINAGE EASEMENT

Commencing at a point on the northeasterly line of Kahl Court, which marks the south corner of said Hobbs tract, thence the following courses:

- North 40 deg. West, 36.77 feet, more or less, with said northeasterly line of Kahl Court, which is also the southwesterly line of said Hobbs tract to the true place of beginning.

Thence the following courses of the boundary of the drainage easement:

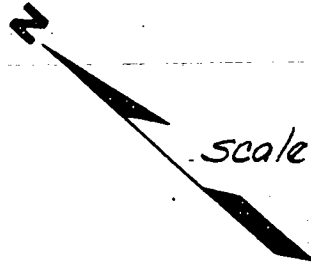
PARCEL NO. P-81-02  
February 3, 1982  
Page 2

North 40 deg. West, 10 feet, more or less, continuing with said northeasterly line of Kahl Court, which is also the southwesterly line of said Hobbs tract;  
North 50 deg. East, 10 feet, more or less;  
South 40 deg. East, 10 feet, more or less;  
South 50 deg. West, 10 feet, more or less, to said northeasterly line of Kahl Court, which is also the southwesterly line of said Hobbs tract to the true place of beginning and containing 100 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.

FERN STREET

R/W



Scale 1"=20'

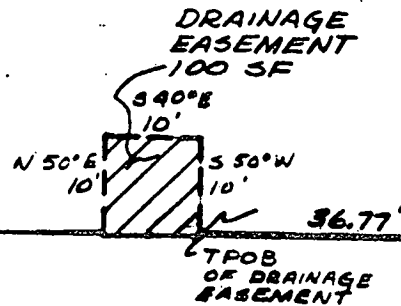
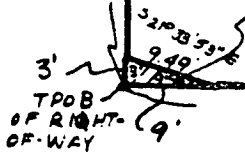
S 40° E, 150.0'

DONALD A. AND MARSHA C. HOBBS  
DD. 7, INSTR. NO. 10562

N 50° E, 62.5'

S 50° W, 62.5'

RIGHT-OF-WAY  
13.5 SF



N 40° W, 150.0'

36.77'

KAHL COURT

JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-02  
OWNER: DONALD A. AND MARSHA C. HOBBS  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-29-82  
GRANT NO. B-81-DS-18-0047



February 3, 1982

PARCEL NO. P-81-03

DESCRIPTION OF RIGHT-OF-WAY FROM ROBERT E. AND MAGGIE TOBIN  
FOR KAHL COURT AND FERN STREET

A right-of-way for the purpose of reconstructing and maintaining streets and described as follows:

A part of Lot No. 1 of Block No. 1 of Edgeland Subdivision in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Robert E. and Maggie Tobin at Deed Record 178, page 198 and bounded as follows:

Beginning at a point in the intersection of the southeasterly line of Fern Street and the southwesterly line of Kahl Court which marks the north corner of said Lot No. 1 of Block No. 1 of Edgeland Subdivision, the true place of beginning.

Thence the following courses of the boundary of the right-of-way:

- South 40 deg. 00 min. East, 9 feet, more or less, with said southwesterly line of Kahl Court, which is also the northeasterly line of said Tobin tract;
- North 58 deg. 25 min. 17 sec. West, 9.49 feet, more or less, to said southeasterly line of Fern Street which is also the northwesterly line of said Tobin tract;
- North 50 deg. 07 min. East, 3 feet, more or less, with said southeasterly line of Fern Street which is also said northwesterly line of said Tobin tract to the true place of beginning and containing 13.5 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.

HOBBS

KAHL COURT



Scale 1" = 20'

FERN STREET

3' TP08 59'  
N 58° 25' 11" W

RIGHT-OF-WAY  
13.5 SF

S 40° 00' E, 125'  
116'

R/W

LOT 1

ROBERT E. AND MAGGIE TOBIN  
DR. 17B, page 19B

McMANUS

LOT 2

N 50° 07' E, 50'  
22'  
25'

25'  
S 50° 07' W

N 40° 00' W, 125'

LOTS NO. 1 AND NO. 2 OF BLOCK NO. 1  
OF EDGELAND SUBDIVISION, PLAT BOOK 4, P. 97

R/W

PARCEL NO. P-81-03  
OWNER: ROBERT E. & MAGGIE TOBIN  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-29-82  
GRANT NO. B-81-DS-18-0047

JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130



February 3, 1982

PARCEL NO. P-81-04

DESCRIPTION OF RIGHT-OF-WAY FOR KAHL COURT AND VILLA DRIVE  
AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT FOR  
KAHL COURT AREA STORM SEWERS AND STREET IMPROVEMENTS  
FROM DAVID J. AND JULIE A. McMANUS

A right-of-way for the purpose of reconstructing and maintaining streets and a ten (10) foot wide drainage easement for the purpose of installing and maintaining storm sewers and drainage ditches and described as follows:

A part of Block No. 1 of Edgeland Subdivision in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to David J. and Julie A. McManus at Deed Drawer 11, Instrument No. 13094 and bounded as follows:

TRACT NO. 1 - RIGHT-OF-WAY

Beginning at a point in the intersection of the northwesterly line of Villa Drive and the southwesterly line of Kahl Court, which marks the east corner of said McManus tract, the true place of beginning of the right-of-way.

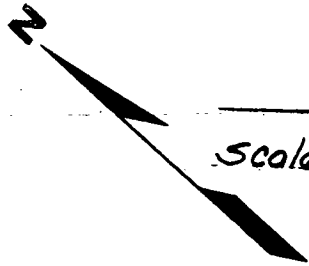
Thence the following courses of the boundary of the right-of-way:

- South 50 deg. 07 min. West, 6 feet, more or less, with said northwesterly line of Villa Drive, which is also the southeasterly line of said McManus tract;
- North 9 deg. 00 min. 23 sec. West, 11.66 feet, more or less, to said southwesterly line of Kahl Court, which is the northeasterly line of said McManus Tract;
- South 40 deg. 00 min. East, 10 feet, more or less, with said southwesterly line of Kahl Court, which is also said northeasterly line of said McManus tract to the true place of beginning and containing 30 square feet of land.

TRACT NO. 2 - DRAINAGE EASEMENT

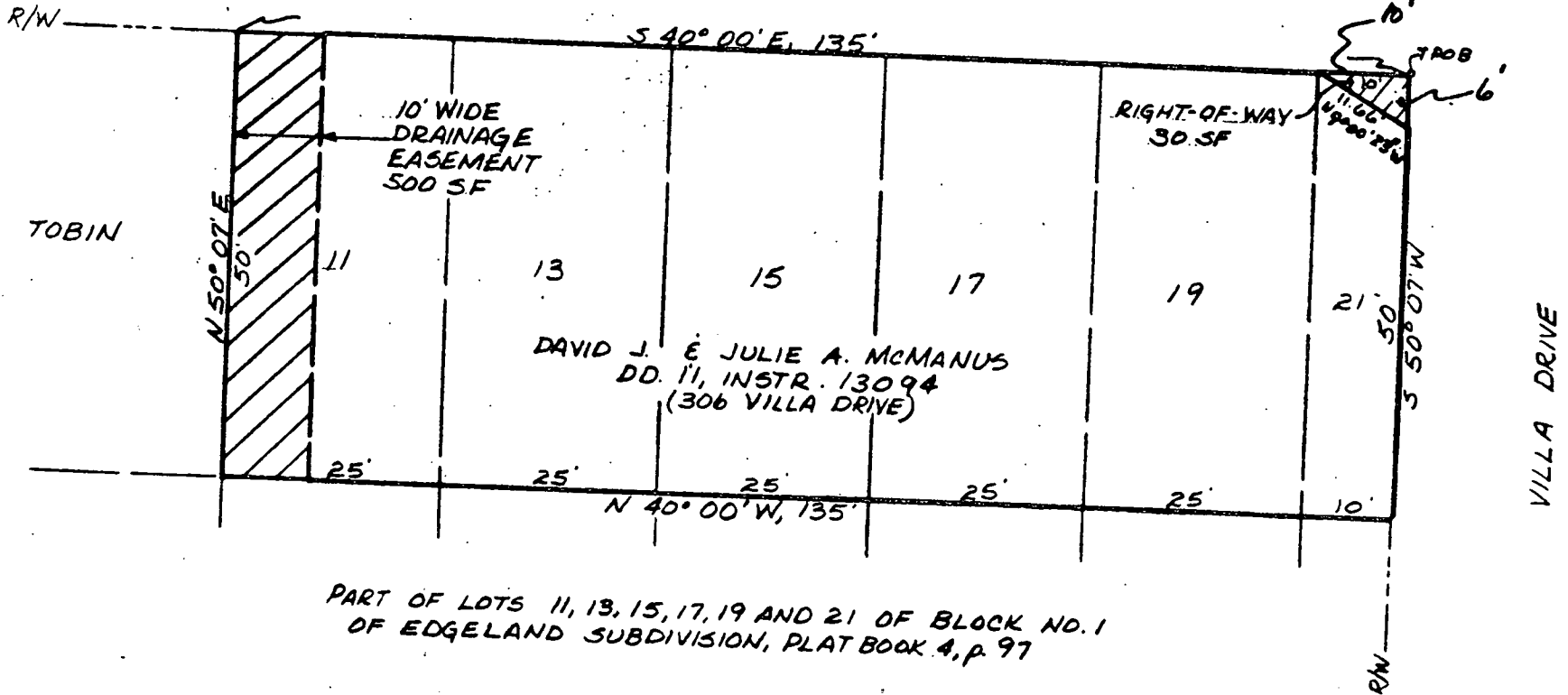
A 10 foot wide drainage easement, said easement being over the northwesterly 10 feet of said McManus tract and containing 500 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.



Scale 1"=20'

KAHL COURT



PART OF LOTS 11, 13, 15, 17, 19 AND 21 OF BLOCK NO. 1 OF EDGELAND SUBDIVISION, PLAT BOOK 4, P. 97

JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-04  
OWNER: DAVID J. & JULIE A. McMANUS  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-29-82  
GRANT NO. B-81-DS-18-0047

Jacobi and Toombs inc.



Consulting Engineers 120 Bell Avenue Clarksville, Indiana 47130 812 288-6646

February 3, 1982

PARCEL NO. P-81-05

DESCRIPTION OF RIGHT-OF-WAY FROM CHARLES R. AND MABEL L. ROARX  
FOR VILLA DRIVE AND KAHL COURT

A right-of-way for the purpose of reconstructing and maintaining streets and described as follows:

A part of Edgeland Subdivision in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Charles R. and Mabel L. Roarx at Deed Drawer 8, Instrument No. 86 and bounded as follows:

Beginning at a point in the intersection of the southeasterly line of Villa Drive and the southwesterly line of Kahl Court which marks the north corner of said Roarx tract, the true place of beginning.

Thence the following courses of the boundary of the right-of-way:

- South 40 deg. East, 10 feet, more or less, with said southwesterly line of Kahl Court, which is also the northeasterly line of said Roarx tract;
- North 70 deg. 57 min. 44 sec. West, 11.66 feet, more or less, to said southeasterly line of Villa Drive, which is also the northwesterly line of said Roarx tract;
- North 50 deg. East, 6 feet, more or less, with said southeasterly line of Villa Drive, which is also said northwesterly line of said Roarx tract to the true place of beginning and containing 30 square feet of land.

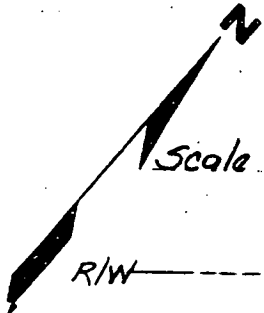
And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.



MC MANUS

VILLA DRIVE (30' R/W)

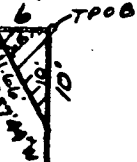
Scale 1"=20'



R/W

N 50° E, 100'

RIGHT-OF-WAY  
30 SF



KAHL COURT

BAKER

N 40° W, 50'

CHARLES R. & MABEL L. ROARY  
DD. B, INSTR. 86

S 40° E, 50'

S 50° W, 100'

R/W

JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-05  
OWNER: CHARLES R. & MABEL L. ROARY  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-29-82  
GRANT NO. B-81-DS-18-0047

February 3, 1982

PARCEL NO. P-81-11

DESCRIPTION OF RIGHT-OF-WAY FROM CLYDE JOHNSON FOR  
KAHL COURT AND KAHL STREET

A right-of-way for the purpose of reconstructing and maintaining streets and described as follows:

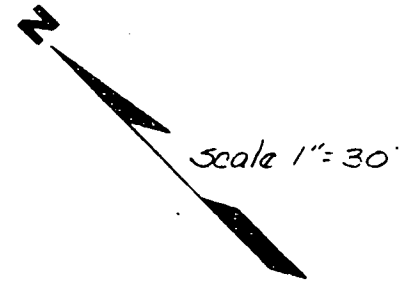
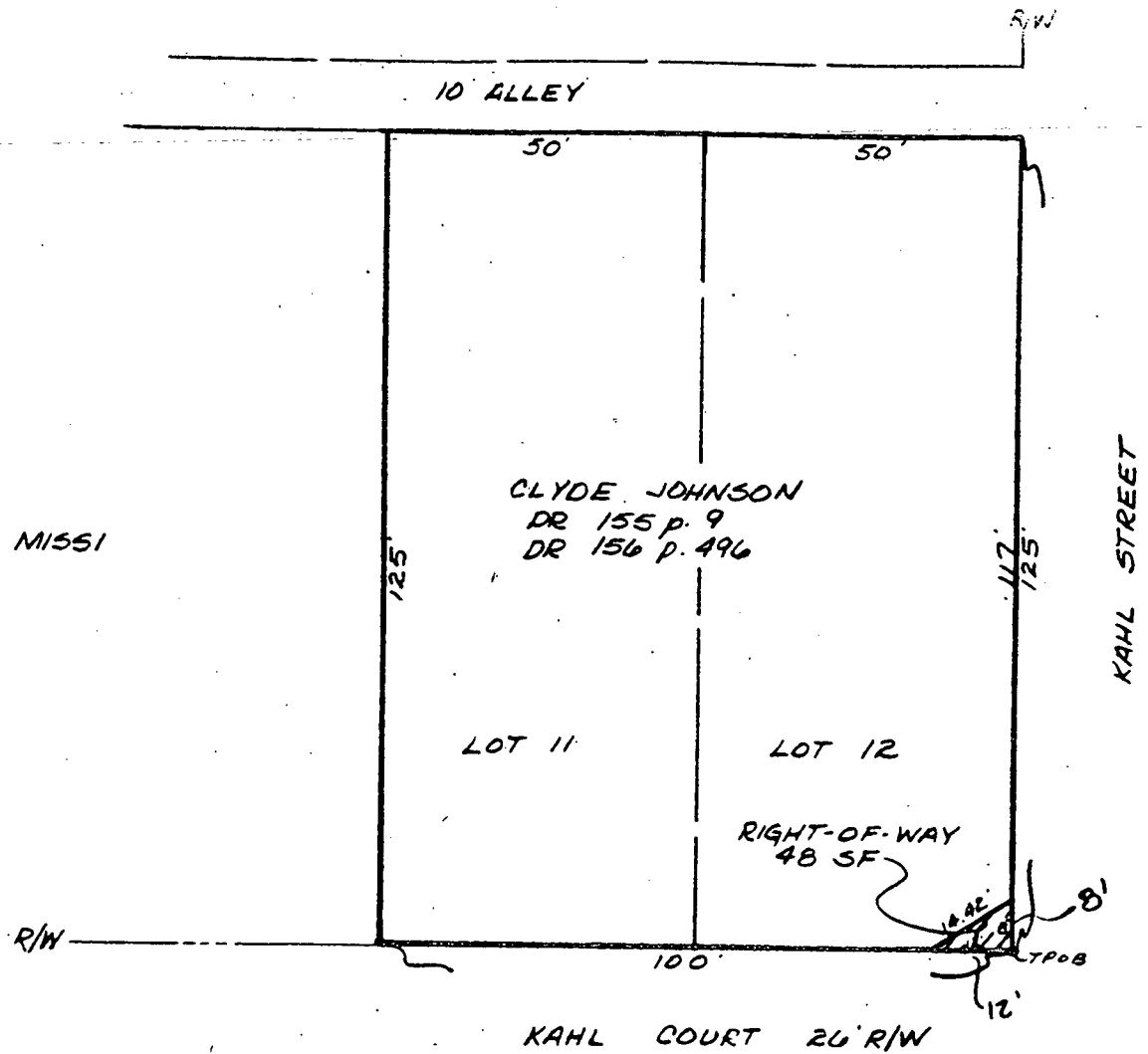
A part of Lot No. 12 of Kahl's Addition in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Clyde Johnson at Deed Record 155, page 9 and Deed Record 156, page 496 and bounded as follows:

Beginning at a point in the intersection of the northwesterly line of Kahl Street and the northeasterly line of Kahl Court, which marks the south corner of said Lot No. 12 of Kahl's Addition, the true place of beginning.

Thence the following courses of the boundary of the right-of-way:

Northwesterly 12 feet, more or less, with said northeasterly line of Kahl Court, which is also the southwesterly line of said Johnson tract;  
Easterly 14.42 feet, more or less to said northwesterly line of Kahl Street, which is also the southeasterly line of said Johnson tract;  
Southwesterly 8 feet, more or less, with said northwesterly line of Kahl Street, which is also said southeasterly line of Johnson's tract to the true place of beginning and containing 48 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.



LOTS NO. 11 AND NO. 12 OF KAHL'S ADDITION  
TO THE TOWN OF SELLERSBURG PLAT BOOK 3 page 113.

PARCEL NO. P-81-11  
OWNER: CLYDE JOHNSON  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-28-82  
GRANT NO. B-81-DS-18-0047

JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

Jacobi and Toombs inc.



Consulting Engineers 120 Bell Avenue Clarksville, Indiana 47130 812 288-6646

February 3, 1982

PARCEL NO. P-81-20

DESCRIPTION OF A DRAINAGE EASEMENT FOR KAHL COURT AREA  
STORM SEWERS AND STREET IMPROVEMENTS FROM CARL AND VIRGIE BROUGHTON

A drainage easement for the purpose of constructing and maintaining storm sewers and drainage ditches and described as follows:

A part of Lot No. 23 of Kahl's Second Addition in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Carl and Virgie Broughton at Deed Drawer 9, Instrument No. 8580 and bounded as follows:

Commencing at a point in the southeasterly line of Kahl Street, which marks the west corner of said Broughton tract, thence the following courses:

Northeasterly 8 feet, more or less, with said southeasterly line of Kahl Street, which is also the northwesterly line of said Broughton's tract to the true place of beginning.

Thence the following courses of the boundary of the drainage easement:

Northeasterly 10 feet, more or less, continuing with said southeasterly line of Kahl Street, which is also the northwesterly line of said Broughton's tract;

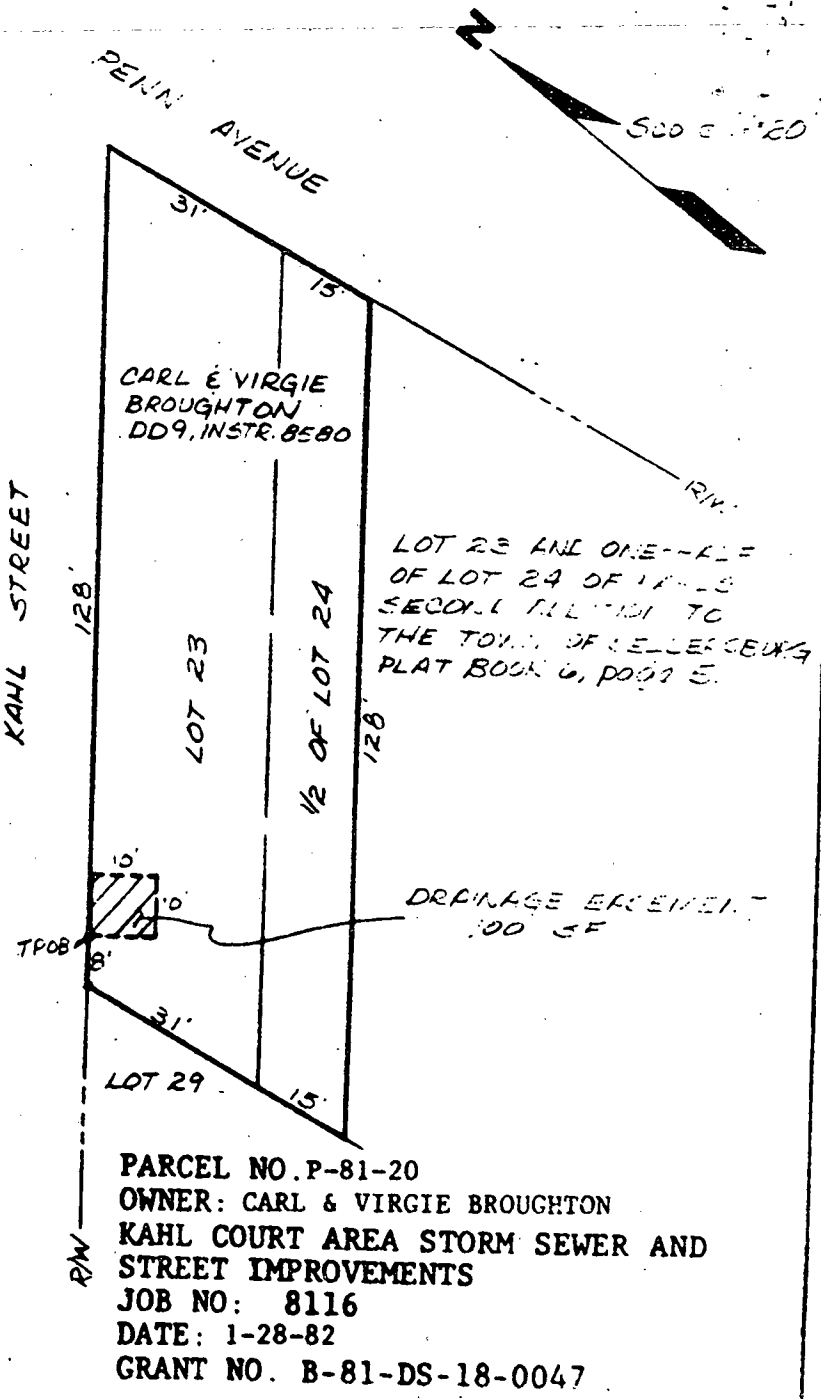
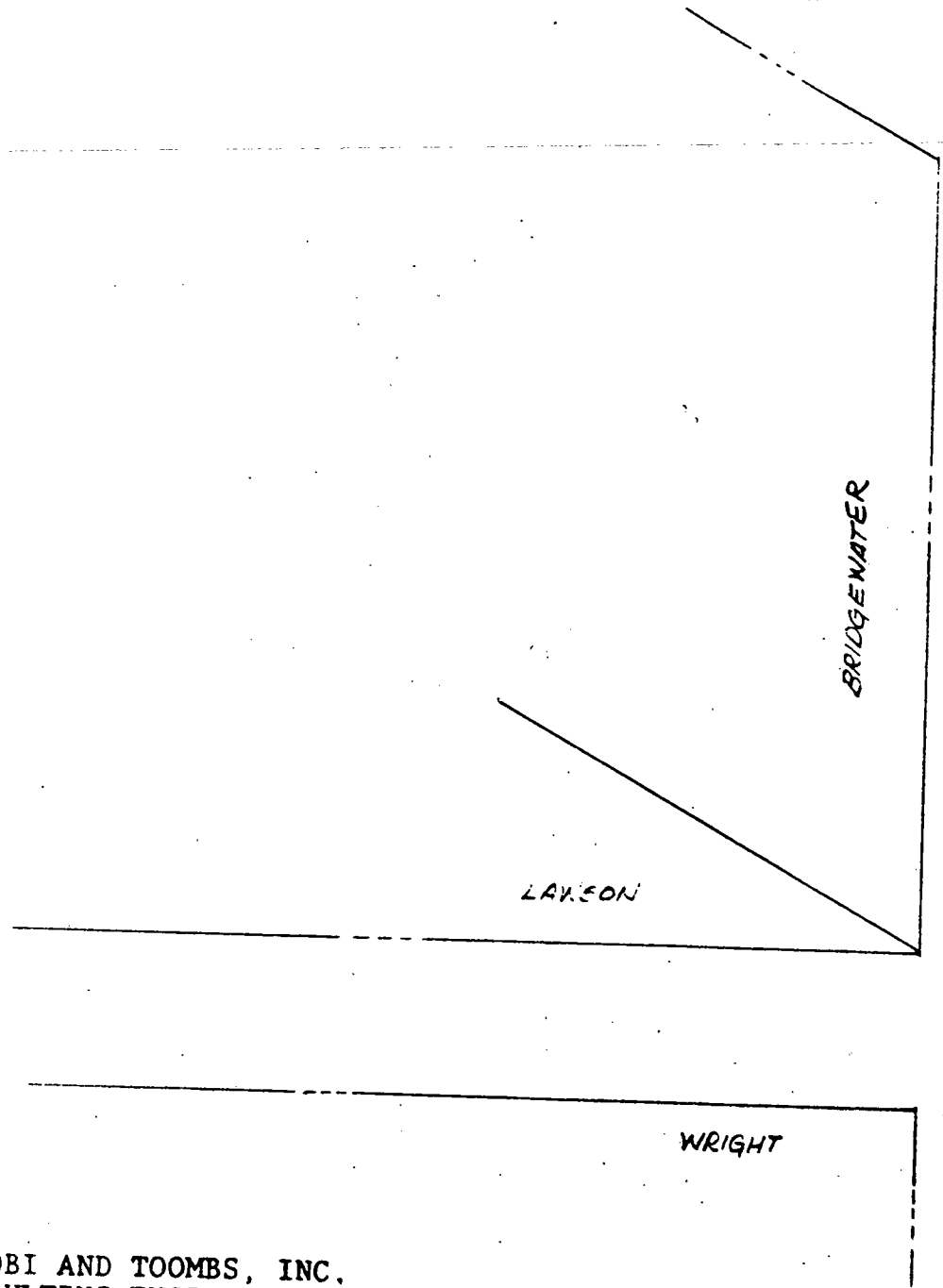
Southeasterly 10 feet, more or less;

Southwesterly 10 feet, more or less;

Northwesterly 10 feet, more or less, to said southeasterly line of Kahl Street which is also the northwesterly line of said Broughton's tract to the true place of beginning and containing 100 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.

JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130



PARCEL NO. P-81-20  
OWNER: CARL & VIRGIE BROUGHTON  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-28-82  
GRANT NO. B-81-DS-18-0047

Jacobi and Toombs inc.



Consulting Engineers 120 Bell Avenue Clarksville, Indiana 47130 812 288-6646

February 3, 1982

PARCEL NO. P-81-21

## DESCRIPTION OF RIGHT-OF-WAY FROM CLARENCE BRIDGEWATER FOR KAHL STREET

A right-of-way for the purpose of reconstructing and maintaining streets and storm sewers and described as follows:

A part of Lot No. 22 of Kahl's Second Addition in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Clarence Bridgewater at Deed Record 212, page 153 and bounded as follows:

Beginning at a point in the intersection of the northeasterly and the northwesterly lines of two streets, both named Kahl Street, which marks the south corner of said Lot No. 22 of Kahl's Second Addition, the true place of beginning.

Thence the following courses of the boundary of the right-of-way:

Northerly 15 feet, more or less, with the southwesterly line of said Bridgewater tract;  
 Easterly 19 feet, more or less, to the northwesterly line of Kahl Street which is also the southeasterly line of said Bridgewater tract;  
 Southwesterly 20 feet, more or less, with said northwesterly line of Kahl Street, which is also the southeasterly line of said Bridgewater tract to the true place of beginning and containing 157.5 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.

LOTS NO. 21 AND 1.0. 22  
OF KAHL'S SECOND ADDITION  
TO THE TOWN OF SELLESBURG  
PLAT BOOK 6, P. 5

CLARENCE  
BRIDGEWATER  
DR. 212, p. 153

LOT 21

LOT 22

PERI AVENUE

BROUGHTON

KAHL STREET

LAWESIJ

RIGHT-OF-WAY  
157.5 SF

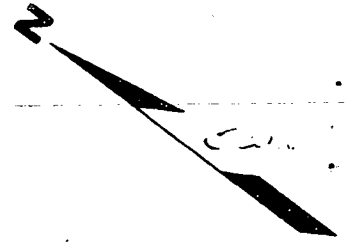
KAHL STREET

TR:8

WRIGHT

PARCEL NO. P-81-21  
OWNER: CLARENCE BRIDGEWATER  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-28-82  
GRANT NO. B-81-DS-18-0047

JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130





February 3, 1982

PARCEL NO. P-81-22

DESCRIPTION OF RIGHT-OF-WAY FROM MARY M. LAWSON  
FOR KAHL STREET

A right-of-way for the purpose of reconstructing and maintaining streets and storm sewers and described as follows:

A part of Lot No. 41 of Kahl's Second Addition in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Mary M. Lawson at Deed Record 219, page 158 and bounded as follows:

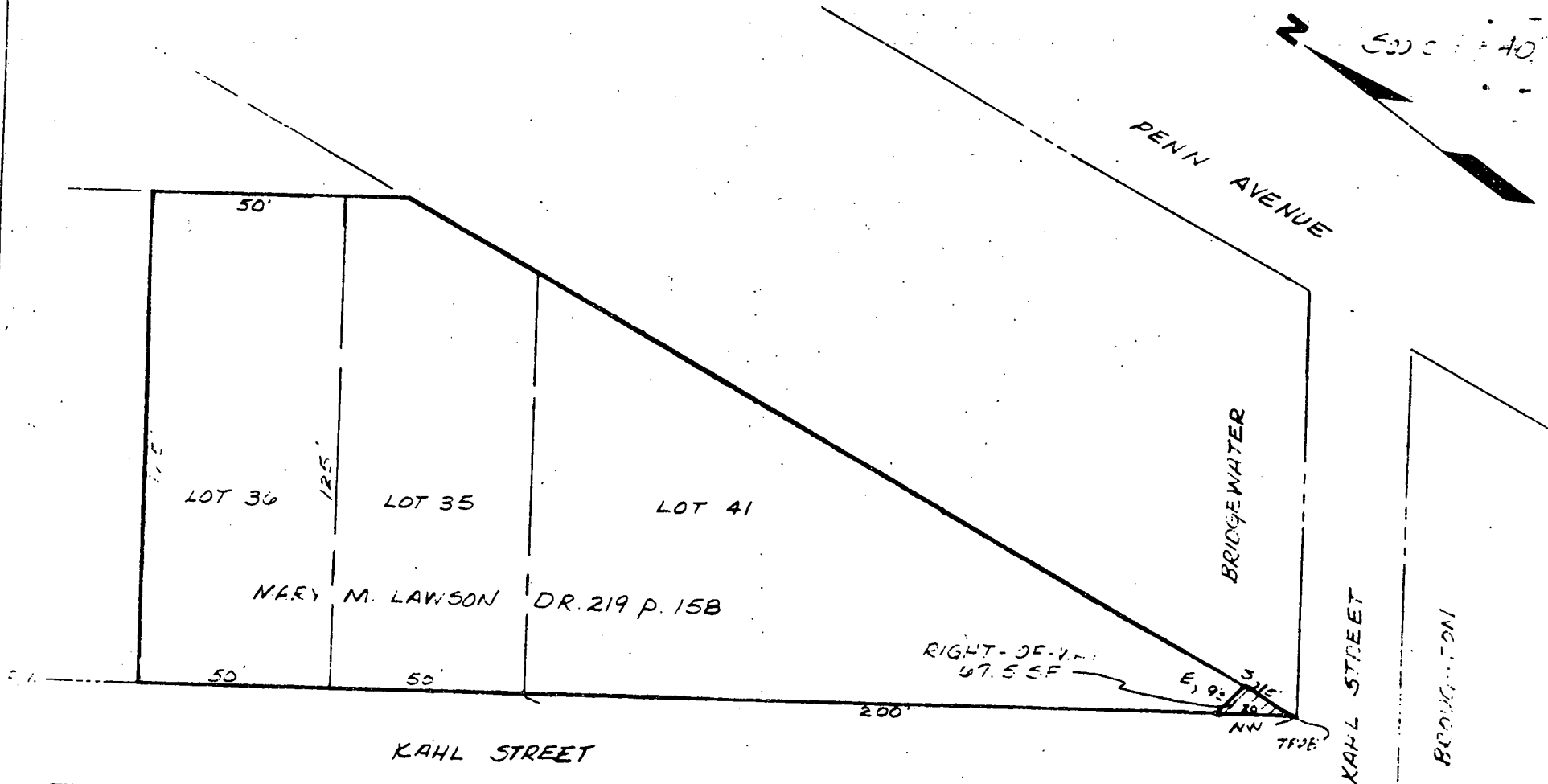
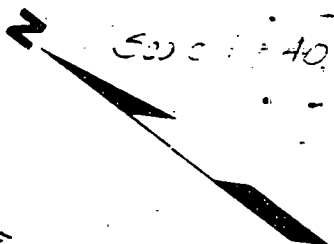
Beginning at a point in the intersection of the most northerly lines of two streets, both named Kahl Street, which marks the south corner of said Lot No. 41 of Kahl's Second Addition, the true place of beginning.

Thence the following courses of the boundary of the right-of-way:

Northwesterly 20 feet, more or less, with the southwesterly line of said Lawson tract, which is also the northeasterly line of said Kahl Street;  
Easterly 9 feet, more or less, to the southeasterly line of said Lawson tract;  
Southwardly 15 feet, more or less, with said southeasterly line of said Lawson tract to the true place of beginning and containing 67.5 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.





LOTS NO. 35, 36 AND 41 OF KAHL'S  
 SECOND ADDITION TO THE TOWN  
 OF SELLECKSBURG, PLAT BOOK 6, P. 5

WRIGHT

JACOBI AND TOOMBS, INC.  
 CONSULTING ENGINEERS  
 120 BELL AVENUE  
 CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-22  
 OWNER: MARY M. LAWSON  
 KAHL COURT AREA STORM SEWER AND  
 STREET IMPROVEMENTS  
 JOB NO: 8116  
 DATE: 1-28-82  
 GRANT NO. B-81-DS-18-0047



February 3, 1982

PARCEL NO. P-81-23

DESCRIPTION OF RIGHT-OF-WAY FROM DALE D. AND SHERRY A WRIGHT FOR  
KAHL STREET

A right-of-way for the purpose of reconstructing and maintaining streets and storm sewers and described as follows:

A part of Lot 13 of Kahl's First Addition in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Dale D. and Sherry A. Wright at Deed Drawer 9, Instrument No. 12425 and bounded as follows:

Beginning at a point in the intersection of the southwesterly and the northwesterly lines of two streets, both named Kahl Street, which marks the east corner of said Lot No. 13 of Kahl's First Addition, the true place of beginning.

Thence the following courses of the boundary of the right-of-way:

Southwesterly 5 feet, more or less, with the southeasterly line of said Wright tract, which is also said northwesterly line of Kahl Street;

Northerly 7.07 feet, more or less, to the northeasterly line of said Wright tract, which is also said southwesterly line of Kahl Street;

Northeasterly 5 feet, more or less, with said northeasterly line of said Wright tract, which is also said southwesterly line of Kahl Street to the true place of beginning and containing 12.5 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.

LAWSON

KAHL STREET

R/W

45'

5' TPOK  
55'  
70'

RIGHT-OF-WAY  
12.5 SF

DALE D. &  
SHERRY A.  
WRIGHT  
DDP INSTR. 12425

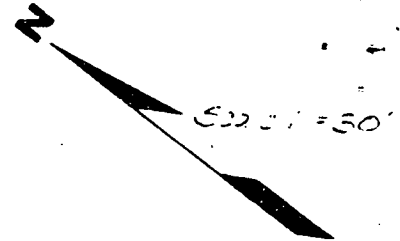
124'

124'

KAHL STREET

LOT 13

50'



LOT NO. 13 OF KAHL'S FIRST ADDITION  
TO THE TOWN OF SELLERSBURG  
PLAT BOOK 3 page 113

R/W

JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-23  
OWNER: DALE D. & SHERRY A. WRIGHT  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-28-82  
GRANT NO. B-81-DS-18-0047

Jacob and Toombs inc.



Consulting Engineers 120 Bell Avenue Clarksville, Indiana 47130 812 288-8646

February 3, 1982

PARCEL NO. P-81-24

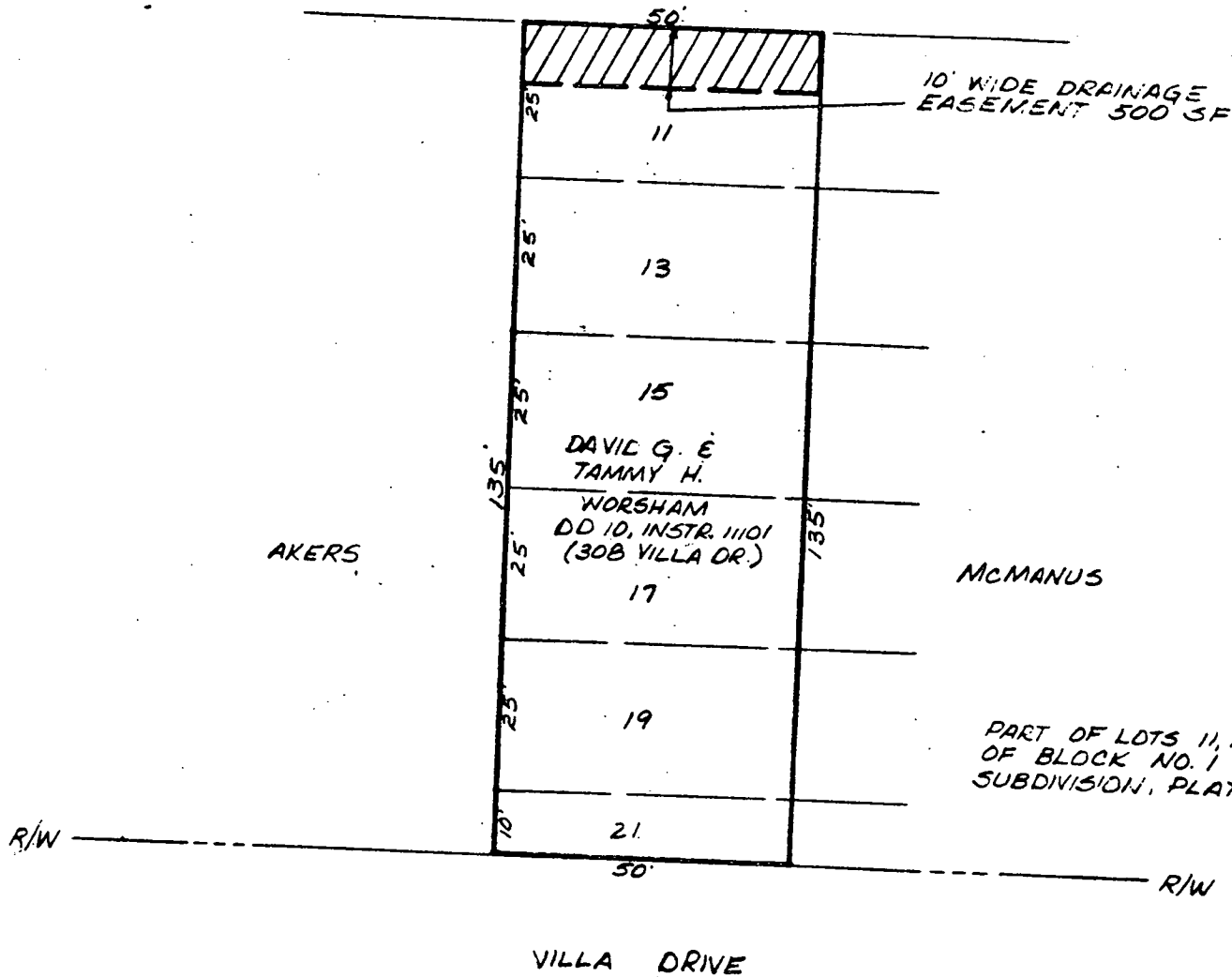
**DESCRIPTION OF A DRAINAGE EASEMENT FOR KAHL COURT AREA STORM SEWERS  
AND STREET IMPROVEMENTS FROM DAVID G. AND TAMMY H. WORSHAM**

A drainage easement for the purpose of constructing and maintaining storm sewers and drainage ditches and described as follows:

A part of Lot No. 11 of Block No. 1 of Edgeland Subdivision in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to David G. and Tammy H. Worsham at Deed Drawer 10, Instrument No. 1101 and bounded as follows:

A 10 foot wide drainage easement, said easement being over the northwesterly 10 feet of said Worsham tract and containing 500 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.



JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-24  
OWNER: DAVID G. & TAMMY H. WORSHAM  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-28-82  
GRANT NO. B-81-DS-18-0047



February 3, 1982

PARCEL NO. P-81-25

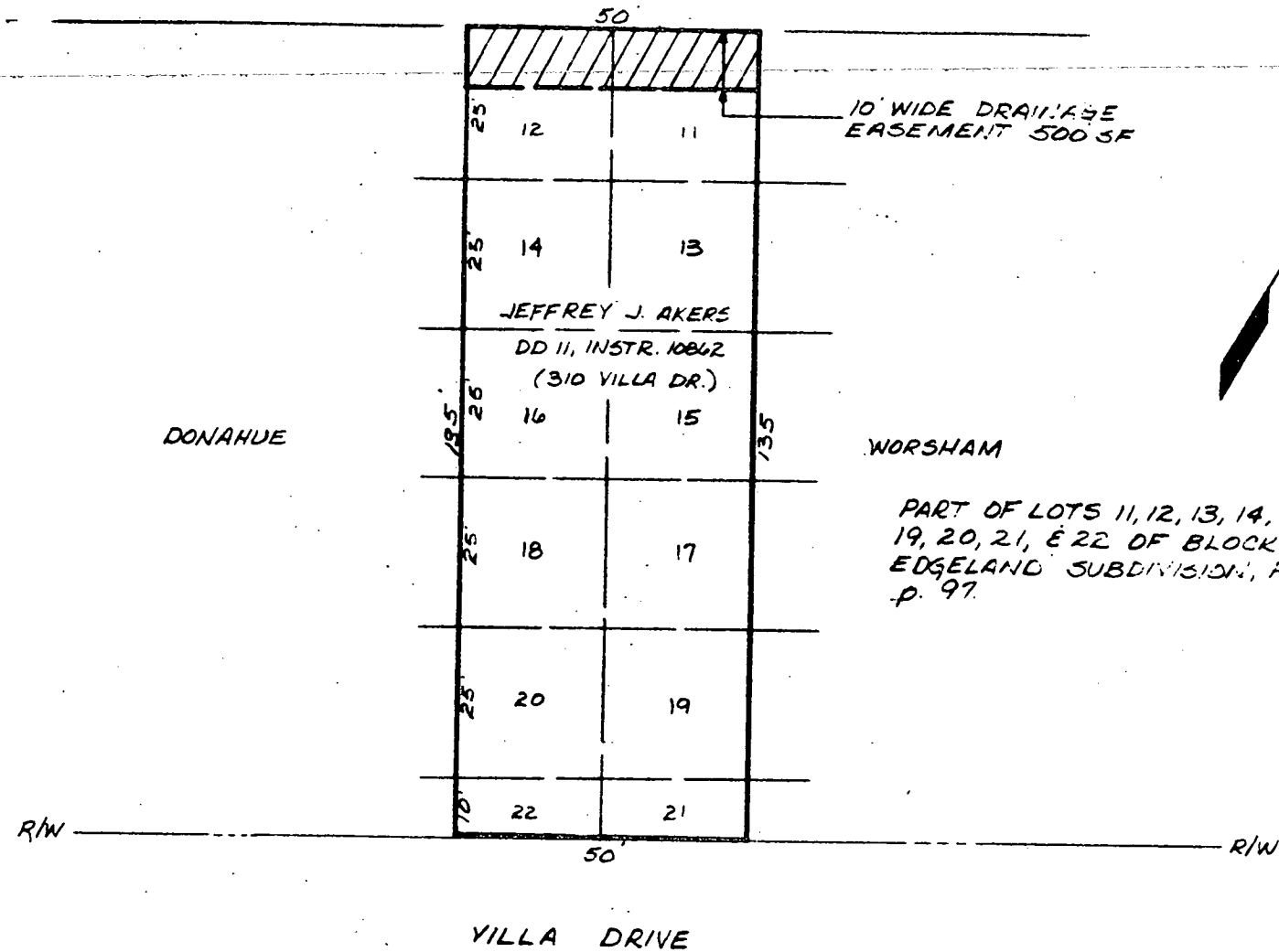
DESCRIPTION OF A DRAINAGE EASEMENT FOR KAHL COURT AREA STORM SEWERS  
AND STREET IMPROVEMENTS FROM JEFFREY J. AKERS

A drainage easement for the purpose of constructing and maintaining storm sewers and drainage ditches and described as follows:

A part of Lots No. 11 and No. 12 of Block No. 1 in Edgeland Subdivision in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Jeffrey J. Akers at Deed Drawer 11, Instrument No. 10862 and bounded as follows:

A 10 foot wide drainage easement, said easement being over the northwesterly 10 feet of said Akers tract and containing 500 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.



JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-25  
OWNER: JEFFREY J. AKERS  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-28-82  
GRANT NO. B-81-DS-18-0047



February 23, 1982

PARCEL NO. P-81-26

DESCRIPTION OF A DRAINAGE EASEMENT FOR KAHL COURT AREA STORM SEWERS  
AND STREET IMPROVEMENTS FOR VIOLA M. DONAHUE

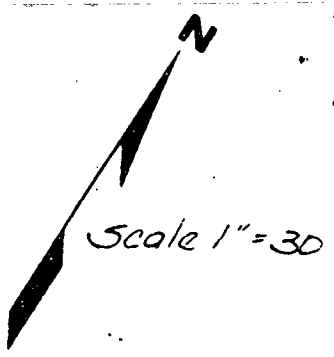
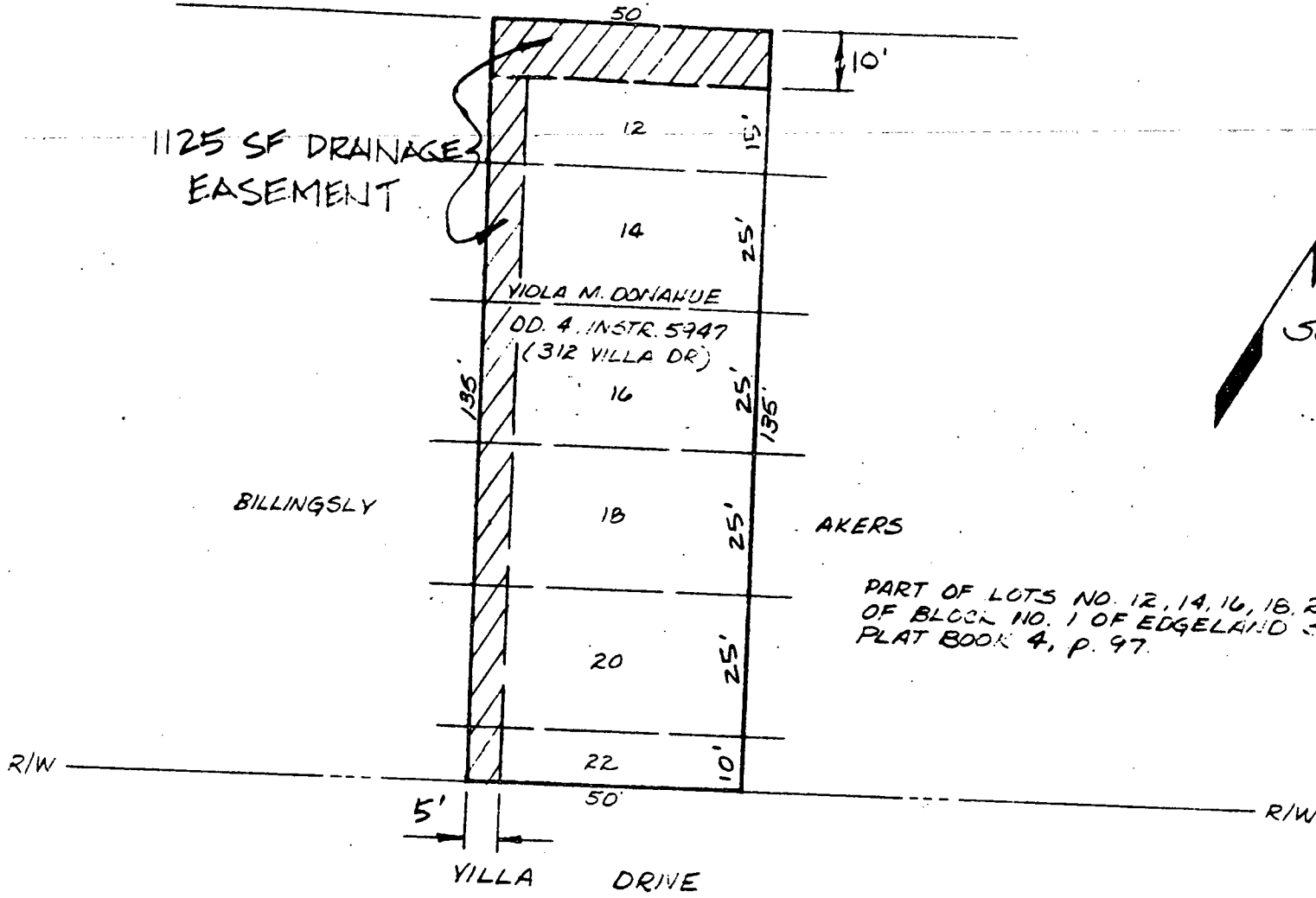
A drainage easement for the purpose of constructing and maintaining storm sewers and drainage ditches and described as follows:

A part of Lots No. 12, 14, 16, 18, 20 and 22 of Block No. 1 of Edgeland Subdivision in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to Viola M. Donahue at Deed Drawer 4, Instrument No. 5947 and bounded as follows:

A drainage easement, said easement being over the northwesterly ten (10) feet and over the southwesterly five (5) feet of said Donahue tract and containing 1125 square feet of land.

And also, working room for the purpose of replacing a concrete driveway, and ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.





JACOBI AND TOOMBS, INC.  
 CONSULTING ENGINEERS  
 120 BELL AVENUE  
 CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-26  
 OWNER: VIOLA M. DONAHUE  
 KAHL COURT AREA STORM SEWER AND  
 STREET IMPROVEMENTS  
 JOB NO: 8116  
 DATE: 1-28-82  
 GRANT NO. B-81-DS-18-0047



February 23, 1982

PARCEL NO. P-81-27

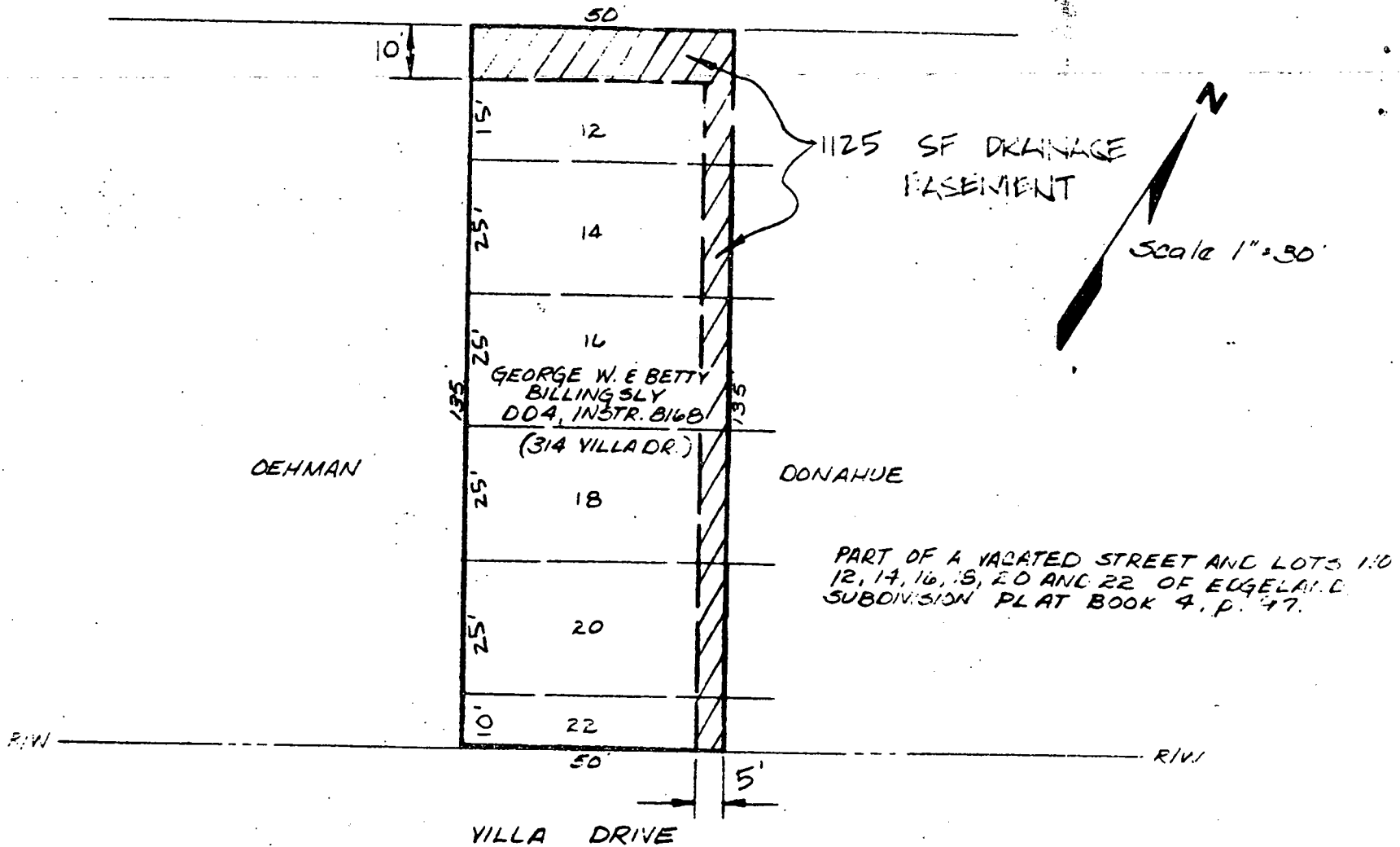
DESCRIPTION OF A DRAINAGE EASEMENT FOR KAHL COURT AREA STORM SEWERS  
AND STREET IMPROVEMENTS FROM GEORGE W. AND BETTY BILLINGSLY

A drainage easement for the purpose of constructing and maintaining storm sewers and drainage ditches and described as follows:

A part of Lots No. 12, 14, 16, 18, 20, and 22 of Edgeland Subdivision in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to George W. and Betty Billingsly at Deed Drawer 4, Instrument No. 8168 and bounded as follows:

A drainage easement, said easement being over the northwesterly ten (10) feet and over the northeasterly five (5) feet of said Billingsly tract and containing 1125 square feet of land.

And also, working room for the purpose of replacing a concrete driveway, and ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.



JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-27  
OWNER: GEORGE W. & BETTY BILLINGSLY  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-28-82  
GRANT NO. B-81-DS-18-0047



February 3, 1982

PARCEL NO. P-81-28

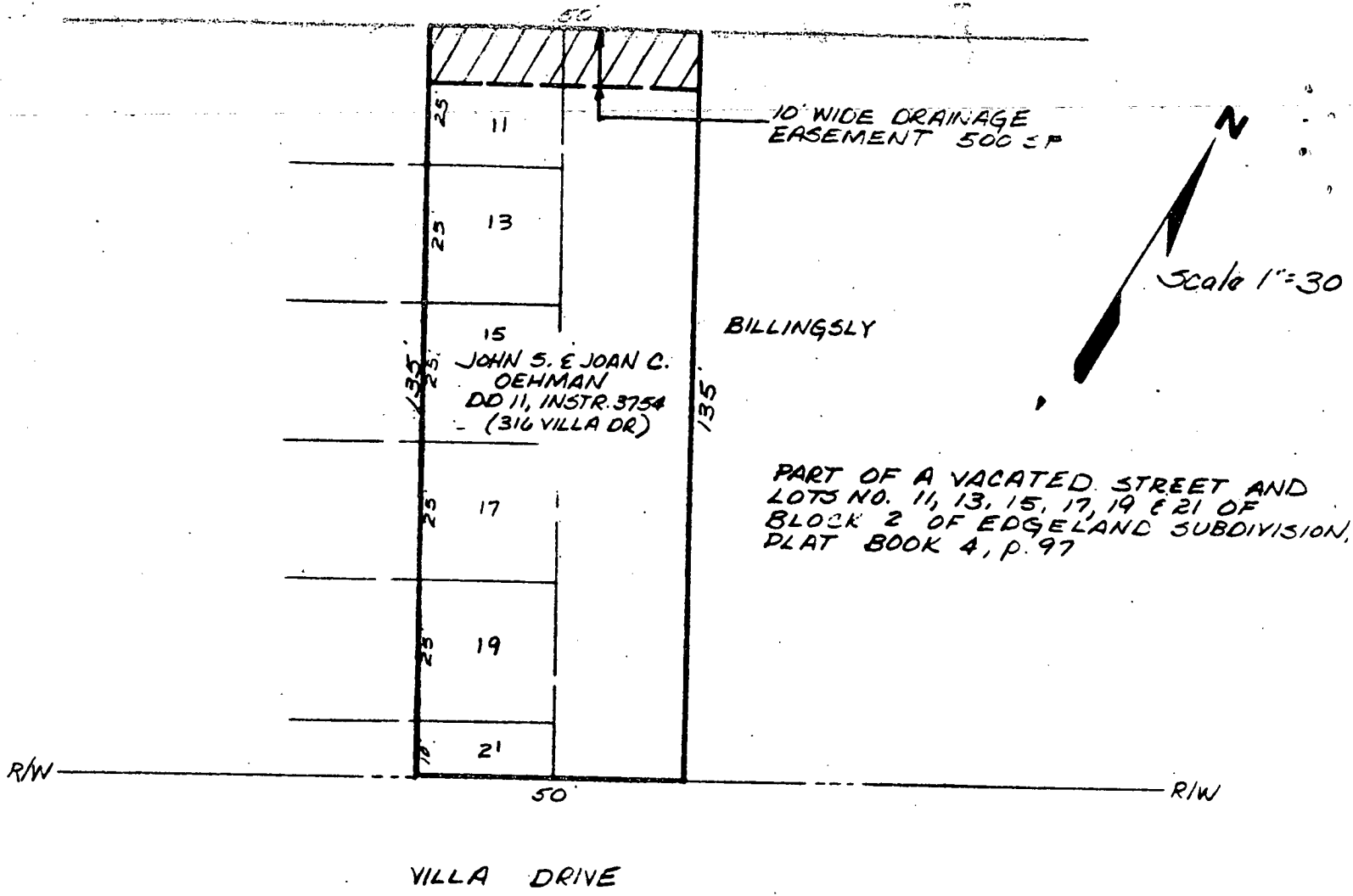
DESCRIPTION OF DRAINAGE EASEMENT FOR KAHL COURT AREA STORM SEWERS  
AND STREET IMPROVEMENTS FROM JOHN S. AND JOAN C. OEHRMAN

A drainage easement for the purpose of constructing and maintaining storm sewers and drainage ditches and described as follows:

A part of Lot No. 11 and a vacated street in Survey No. 110 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being a part of the same tract conveyed to John S. and Joan C. Oehman at Deed Drawer 11, Instrument No. 3754 and bounded as follows:

A 10 foot wide drainage easement, said easement being over the northwesterly 10 feet of said Oehman tract and containing 500 square feet of land.

And also, working room for the purpose of ingress, egress and construction over the vacant land of the owner. Said working room areas would be returned to their original condition after construction.



JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-28  
OWNER: JOHN S. & JOAN C. OEHMAN  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 1-28-82  
GRANT NO. B-81-DS-18-0047

RESOLUTION NO. 82-R-32

TOWN OF SELLERSBURG

RESOLUTION AUTHORIZING CONTRACTS FOR THE SERVICES  
OF ACCOUNTANTS AND ATTORNEY AND THE EXECUTION OF  
CERTAIN DOCUMENTS REQUIRED BY FARMERS HOME ADMINI-  
STRATION REGARDING WATERWORKS REVENUE BONDS OF 1982  
FOR THE IMPROVEMENT OF ITS MUNICIPAL WATERWORKS FACILITY

WHEREAS, the Town of Sellersburg, Clark County, Indiana (hereinafter referred to as the "TOWN") owns and operates a waterwork utility (hereinafter referred to as the "UTILITY") and proposes to build, construct and make certain additions and improvements thereto (hereinafter referred to as "PROJECT") to be financed, in part, from the proceeds of the sale of revenue bonds (hereinafter referred to as the "BOND") to the Farmers Home Administration (hereinafter referred as "FmHA") and possibly in the conventional BOND market pursuant to I.C. 36-5-2-11 and I.C. 6-1.1-20-1, et al; and,

WHEREAS, the TOWN is desirous of having conducted an accounting study and review of the records and accounts of the UTILITY pursuant to the sale of the BONDS and for the adoption of rate adjustments which are designed to service the present and proposed BONDS and provide for other revenue requirements; and, subsequent to the determination of financial plans, the TOWN may prepare a prospectus (the "OFFICIAL STATEMENT") of the TOWN in the type and form generally used in connection with the issuance of securities such as the BONDS in the conventional open market for the purpose of disclosing certain data with respect thereto; and,

WHEREAS, the TOWN desires to engage H. J. Umbaugh & Associates, certified public accountants (hereinafter referred to as the "ACCOUNTANTS") to assist the TOWN in connection with the preparation and distribution of the OFFICIAL STATEMENT by the TOWN should same be necessary; and,

WHEREAS, the TOWN desires to finance the PROJECT from proceeds of the sale of the BONDS to the FmHA through a financing agreement with the Federal Government which requires the preparation and execution of certain documents regarding same; and,

WHEREAS, the TOWN desires to engage Roger L. Lindsey, Attorney-at-Law (hereinafter referred to as the "ATTORNEY") to assist the TOWN in connection with the preparation and completion of the FmHA loan to be secured by the BONDS; and,

WHEREAS, the TOWN desires to engage the services of Ice, Miller, Donadio & Ryan, Attorneys-at-Law (hereinafter referred to as "BOND COUNSEL") for the purposes of preparing the transcript of proceedings evidencing the debt and furnishing an opinion with respect to the validity of the BOND issue which will include a statement as to the exemption of interest income on such obligations from Federal and State income taxes:

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, UPON MOTION DULY MADE AND SECONDED, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG, INDIANA, THAT:

1. That the TOWN hereby retains the services of the ACCOUNTANTS for the purposes of the PROJECT pursuant to the terms and conditions set forth in an agreement executed simultaneously with this resolution and of even date herewith, a copy of which is attached hereto and made a part hereof as if fully recited herein and is marked as "EXHIBIT 'A'"; and,

2. That the TOWN hereby retains the services of the ATTORNEY for the purposes of providing the TOWN with all basic legal services required for the PROJECT pursuant to the terms and conditions set forth in a legal services agreement executed simultaneously with this resolution and of even date herewith, and attached hereto and made a part hereof as if fully recited herein and marked as "EXHIBIT 'B'"; and,

3. That the President and the Clerk-Treasurer of the TOWN Board of Trustees of Sellersburg, Indiana, are hereby authorized to take any and all necessary steps and action and to execute any and all necessary documents required by the Federal Government, United States Department of Agriculture, Farmers Home Administration, to secure a loan by the sale of the BONDS to the FmHA, which documents include, but are not limited to, the certification of officers and seal identification of the TOWN of Sellersburg, Indiana, the Equal Opportunity Agreement, and the Assurance Agreement under Title VI, Civil Rights Act of 1964, all of which are attached hereto; and,

4. That the TOWN hereby retains the services of the BOND COUNSEL for the purposes of preparing the transcript of proceedings evidencing the debt and furnishing an opinion with respect to the validity of the BOND issue which will include a statement as to the exemption of interest income on such obligations from Federal and State income taxes, and which BOND COUNSEL shall receive the compensation as set forth in FmHA Guide 14A.

IN WITNESS WHEREOF, the Board of Trustees of the Town of Sellersburg, County of Clark, State of Indiana has duly adopted this Resolution and caused this Resolution to be executed and adopted on this 12th day of April, 1982.

TOWN OF SELLERSBURG, INDIANA  
BY ITS BOARD OF TRUSTEES:

BY: Carl E. Kamer  
CARL E. KAMER, President

(SEAL)

BY: Thomas W. Wilkerson  
THOMAS W. WILKERSON, Board Member

ATTEST:

BY: William R. Collier  
WILLIAM R. COLLIER, Board Member

Anna L. McCartney  
ANNA L. MCCARTNEY, Clerk-Treasurer

AUTHORIZING CABLE TELEVISION BASE RATE INCREASE

WHEREAS, the Clark County Cablevision, a Limited Partnership (hereinafter referred to as "Cablevision"), requests a "base rate" increase for its services from \$9.25 per month to \$10.25 per month in order to properly serve the citizens of the Town of Sellersburg, Indiana, with cable television; and,

WHEREAS, the Board of Trustees for the Town of Sellersburg, Indiana, finds that such a base rate increase is needed by Cablevision;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Sellersburg, Indiana, that the "base rate" increase from \$9.25 per month to \$10.25 per month by the Clark County Cablevision, a Limited Partnership, is hereby approved and shall be effective commencing on May 1, 1982.

This Resolution is passed and adopted by the Board of Trustees of the Town of Sellersburg, Indiana, in regular session on this <sup>24</sup>th day of May, 1982.

TOWN OF SELLERSBURG, INDIANA  
BY ITS BOARD OF TRUSTEES:

Carl E. Kamer  
CARL E. KAMER, President

Thomas W. Wilkerson  
THOMAS W. WILKERSON, Trustee

William R. Collier  
WILLIAM R. COLLIER, Trustee

ATTESTED:

Anna L. McCartney  
ANNA L. MCCARTNEY, Clerk-Treasurer

DATED: 5-24-82



AUTHORIZING CABLE TELEVISION BASE RATE INCREASE

WHEREAS, the Clark County Cablevision, a Limited Partnership (hereinafter referred to as "Cablevision"), requests a "base rate" increase for its services from \$9.25 per month to \$10.25 per month in order to properly serve the citizens of the Town of Sellersburg, Indiana, with cable television; and,

WHEREAS, the Board of Trustees for the Town of Sellersburg, Indiana, finds that such a base rate increase is needed by Cablevision;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Sellersburg, Indiana, that the "base rate" increase from \$9.25 per month to \$10.25 per month by the Clark County Cablevision, a Limited Partnership, is hereby approved and shall be effective commencing on May 1, 1982.

This Resolution is passed and adopted by the Board of Trustees of the Town of Sellersburg, Indiana, in regular session on this <sup>24</sup>~~10~~th day of May, 1982.

TOWN OF SELLERSBURG, INDIANA  
BY ITS BOARD OF TRUSTEES:

Carl E. Kamer  
CARL E. KAMER, President

Thomas W. Wilkerson  
THOMAS W. WILKERSON, Trustee

William R. Collier  
WILLIAM R. COLLIER, Trustee

ATTESTED:

Anna L. McCartney  
ANNA L. McCARTNEY, Clerk-Treasurer

DATED: 5-24-82

TOWN OF SELLERSBURG

Resolution No. ER35

WHEREAS, the Town of Sellersburg is a recipient of Department of Housing and Urban Development Community Development Block Grant, Small Cities funding;

WHEREAS, it is the policy of the Town of Sellersburg to initiate actions necessary to achieve community development and neighborhood revitalization;

WHEREAS, installing storm sewers is necessary to achieve community development and neighborhood revitalization;

WHEREAS, in order to install Storm Sewers in the Kahl Court Target Area, it will be necessary for the Town of Sellersburg to acquire certain property, P-81-29. See Attachment A for legal descriptions and surveys.

WHEREAS, property owners will be compensated for the fair market value of said property;

THEREFORE, LET IT BE RESOLVED, this 10th day of May, 1982, by the Sellersburg Town Board, that said property, for the installation of outfall storm sewers in the Kahl Court target area, be acquired with community development block grant funds and that the owners be compensated for their property at it's fair market value.

Carl E. Kanner

Thomas W. Wilson

William R. Collier

ATTEST: Jesse McCarty



June 11, 1982

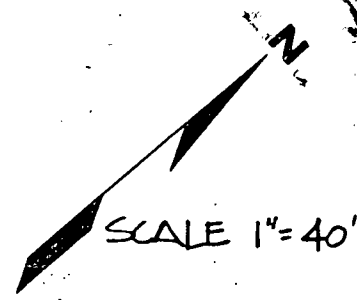
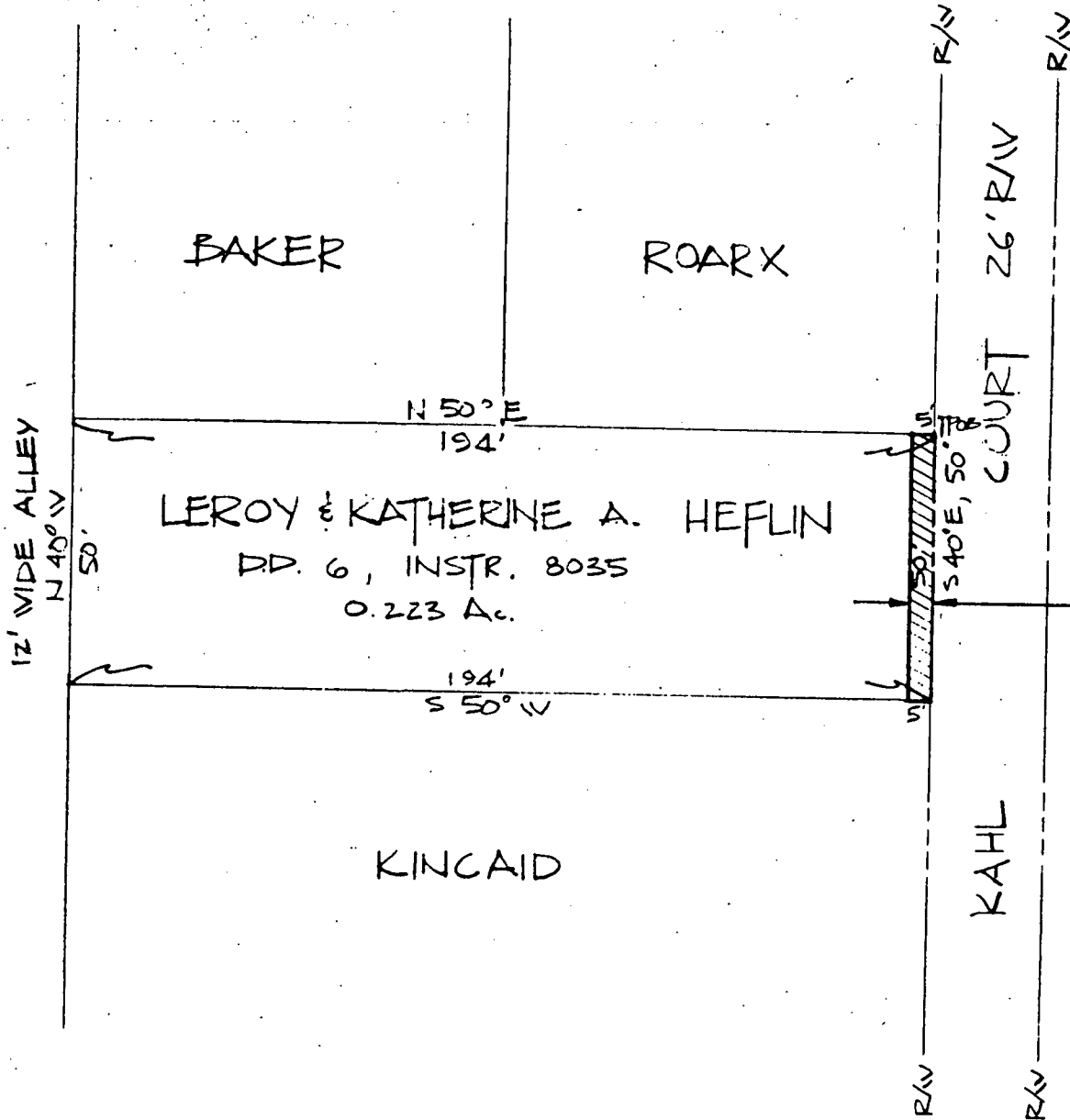
DESCRIPTION OF AN EASEMENT FOR INSTALLATION OF A STREET  
ON HEFLIN'S PARCEL NO. P-81-06.

An easement for the purpose of construction and maintenance of a street.

A part of Survey No. 110 of the Illinois Grant in the Edgeland Addition (Plat Book 4, page 97) to the Town of Sellersburg of Clark County, Indiana, being a part of the same 0.223 acre tract conveyed to Leroy and Katherine A. Heflin at Deed Drawer 6, Instrument No. 8035 and bounded as follows:

Beginning at the north corner of said Heflin tract in the southwesterly line of Kahl Court which marks the east corner of the Roarx tract, thence the following courses:

South 40 deg. East, 50 feet, more or less, with Heflin's northeasterly line which is the southwesterly right-of-way line of Kahl Court to Heflin's east corner;  
South 50 deg. West, 5 feet, with Heflin's southeasterly line;  
North 40 deg. West, 50 feet, more or less, to Heflin's northwesterly line;  
North 50 deg. East, 5 feet with Heflin's northwesterly line, to the true place of beginning and containing 0.006 acres (250 square feet) of land.



JACOBI AND TOOMBS, INC.  
CONSULTING ENGINEERS  
120 BELL AVENUE  
CLARKSVILLE, INDIANA 47130

PARCEL NO. P-81-06  
OWNER: LEROY & KATHERINE A. HEFLIN  
KAHL COURT AREA STORM SEWER AND  
STREET IMPROVEMENTS  
JOB NO: 8116  
DATE: 6/11/82  
GRANT NO. B-81-DS-18-0047



May 2, 1982

DESCRIPTION OF PROPERTY OWNED BY CLAUDE R. FITZPATRICK  
FOR KAHL COURT PROJECT

A part of Survey No. 110 of the Illinois Grant in the Edgeland Addition to the Town of Sellersburg of Clark County, Indiana, being a part of the same tracts conveyed to Claude R. and Ruth H. Fitzpatrick at Deed Record 199, page 290 and 291 and bounded as follows:

Part of Edgeland Addition to the Town of Sellersburg in Survey No. 110 of the Illinois Grant, bounded thus: Beginning at the North corner of Lot No. 1, Block 1, of said Addition; thence South 40 deg East 550 feet to a stake; thence thence South 50 deg. West 206 feet to a stake, the true place of beginning; thence continuing South 50 deg. West 180 feet to a stake; in the easterly line of a 23.1 foot street; thence North 40 deg. West 50 feet to a stake; thence North 50 deg. east 180 feet to a stake on the westerly line of a 12 foot alley; thence South 40 deg. east 50 feet to the true place of beginning containing 0.207 acres.

Part of Edgeland Addition to the Town of Sellersburg in Survey No. 110 of the Illinois Grant, bounded thus: Beginning at the North corner of Lot No. 1, Block 1, of said Addition; thence South 40 deg. East 500 feet to a stake; thence South 50 deg. West 206 feet to a stake, the true place of beginning; thence continuing South 50 deg. West 180 feet to a stake; in the easterly line of a 23.1 foot street; thence North 40 deg. West 50 feet to a stake; thence North 50 deg east 180 feet to a stake on the westerly line of a 12 foot alley; thence south 40 deg. east 50 feet to the true place of beginning, containing 0.207 acres.

Part of Edgeland Addition to the Town of Sellersburg in Survey No. 110 of the Illinois Grant, bounded thus: Beginning at the North corner of Lot no. 1, Block 1, of said Addition; thence South 40 deg. East 450 feet to a stake; thence South 50 deg. West 206 feet to a stake the true place of beginning; thence continuing South 50 deg. West 180 feet to a stake; in the easterly line of a 23.1 foot street; thence North 40 deg. West 50 feet to a stake; thence North 50 deg. east 180 feet to a stake on the Westerly line of a 12 foot alley; thence South 40 deg. east 50 feet to the true place of beginning, containing 0.207 acres.

Part of Edgeland Addition to the Town of Sellersburg in Survey No. 110 of the Illinois Grant, bounded thus: Beginning at the North corner of Lot No. 1, Block 1, of said Addition; thence South 40 deg. East 400 feet to a stake; thence South 50 deg. West 206 feet to a stake, the true place of beginning; thence continuing South 50 deg. West 180 feet to a stake; in the easterly line of a 23.1 foot street; thence North 40 deg.

DESCRIPTION OF PROPERTY OWNED BY CLAUDE R. FITZPATRICK  
FOR KAHL COURT PROJECT

West 50 feet to a stake; thence North 50 deg east 180 feet to a stake on the westerly line of a 12 foot alley; thence South 40 deg. east 50 feet to the true place of beginning, containing 0.207 acres.

Part of Edgeland Addition to the Town of Sellersburg in Survey No. 110 of the Illinois Grant, bounded thus; Beginning at the North corner of Lot No. 1, Block 1, of said Addition; thence South 40 deg East 350 feet to a stake; thence South 50 deg. West 206 feet to a stake, the true place of beginning; thence continuing South 50 deg. West 180 feet to a stake; in the easterly line of a 23.1 foot street; thence North 40 deg. West 50 feet to a stake; thence North 50 deg. east 180 feet to a stake on the westerly line of a 12 foot alley; thence South 40 deg. east 50 feet to the true place of beginning, containing 0.207 acres.

ALSO a perpetual right and easement over and upon a 23.1 foot strip of ground on the southerly side of above described tracts and a 12 foot strip of ground on the North-easterly side of the above described tracts which easement shall inure to the benefit of all successive grantees and owners of the above described real estate or any part thereof.

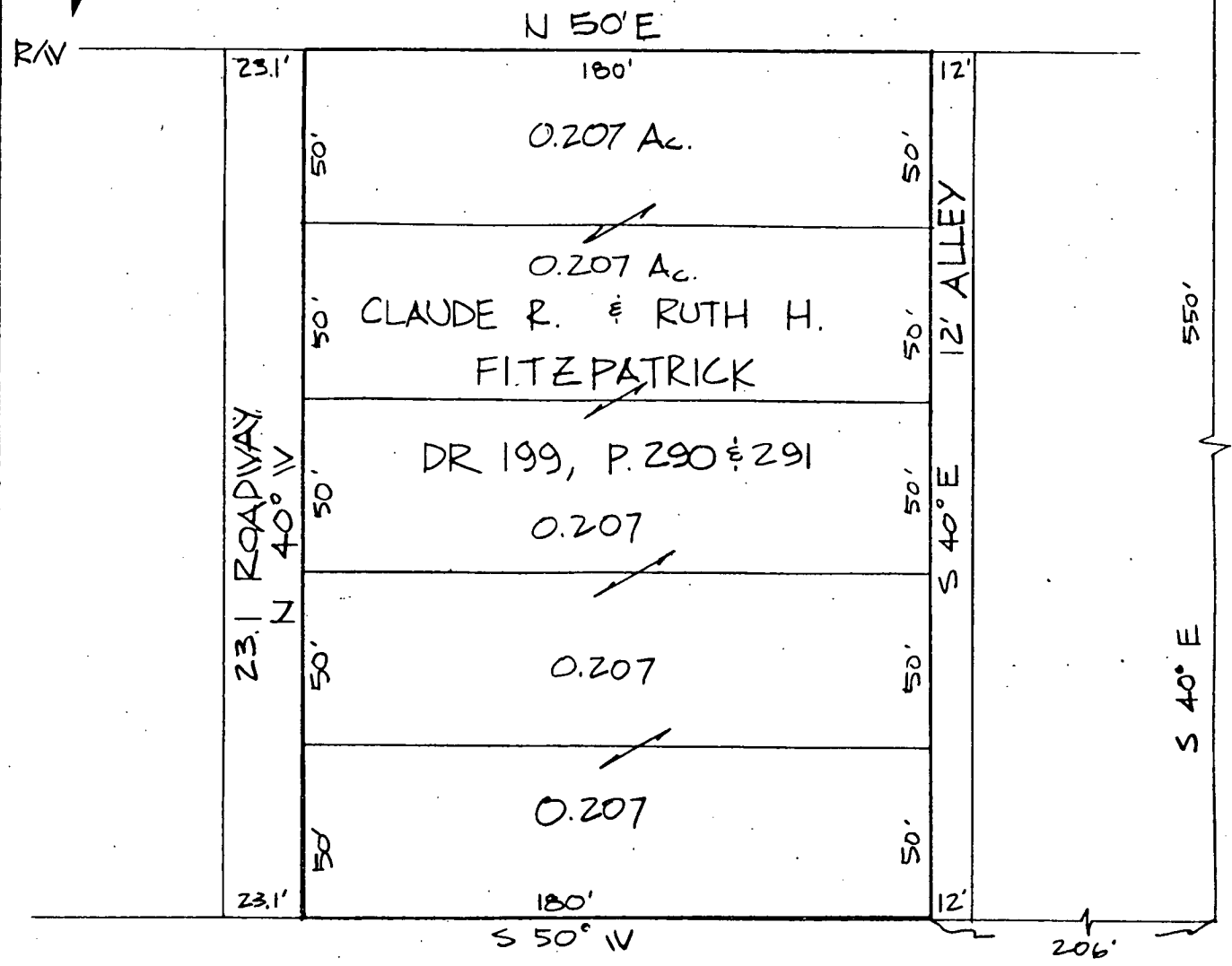
The above described five tracts of land total 1.035 acres of land.



SCALE: 1"=50'

NORTH CORNER OF  
LOT NO. 1 OF BLOCK  
1 OF EDGELAND  
ADDITION

VILLA DRIVE 30' RAV




PARCEL PLAT  
 FITZPATRICK TRACTS  
 KAHL COURT PROJECT  
 HUD B-81-DS-18-0047  
 PARCEL P-81-29

Jacobi and Toombs inc.  
 Consulting Engineers  
 120 Bell Avenue  
 Clarksville, Indiana 47130  
 812 288-6646

DATE: 4-30-82

JOB NO. 8116 X



RESOLUTION NO. 82-R-36

RESOLUTION INDICATING WILLINGNESS TO ACCEPT  
MANAGEMENT RESPONSIBILITIES IN ACCORDANCE WITH  
THE 208 WATER QUALITY MANAGEMENT PLANNING REQUIREMENTS

WHEREAS, the Federal Water Pollution Control Act (P.L. 92-500) as amended by the Clean Water Act of 1977 (P.L. 95-217) requires the development and implementation of water quality management plans for the purpose of preventing further degradation of our streams; and,

WHEREAS, pursuant to Section 208 and 303(e) of the Act, the Governor of the State of Indiana has designated the Stream Pollution Control Board as the state agency responsible for water quality management; and,

WHEREAS, pursuant to Section 208, the Stream Pollution Control Board designates specific local units of government and management agencies for the purpose of implementing various pollution control measures and practices recommended in the State's Water Quality Management Plan; and,

WHEREAS, a process exists by which all municipal units of government and special districts who intend to abate pollution may enter into the Construction Grants process for the purpose of constructing wastewater treatment facilities; and,

WHEREAS, the municipality of the Town of Sellersburg, Indiana, desires to abate water pollution within its area of legal jurisdiction; and,

WHEREAS, the municipality of the Town of Sellersburg, Indiana, further desires to be in compliance with the requirements for obtaining Federal funding for the purpose of this control; and,

WHEREAS, the Environmental Protection Agency, Region V, has directed that only a certified and approved designated management agency can be the recipient of a 201 municipal facilities construction grant award.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Town of Sellersburg, that the municipality of the Town of Sellersburg, Indiana, desires to be the certified and approved designated management agency for the control of water pollution sources within its area of legal jurisdiction.

This Resolution is passed and adopted by the Board of Trustees of the Town of Sellersburg, in regular session on this 14th day of June, 1982.

TOWN OF SELLERSBURG, INDIANA  
BY ITS BOARD OF TRUSTEES:

  
CARL E. KAMER, President

ATTESTED:

  
THOMAS W. WILKERSON, Trustee

DATED: 6/14/82

  
ANNA L. MCCARTNEY, Clerk-Treas.

  
WILLIAM R. COLLIER, Trustee



TOWN OF SELLERSBURG

82-R  
Resolution No. 37

WHEREAS, the Town of Sellersburg is a recipient of Department of Housing and Urban Development Community Development Block Grant, Small Cities funding;

WHEREAS, it is the policy of the Town of Sellersburg to initiate actions necessary to achieve community development and neighborhood revitalization;

WHEREAS, installing storm sewers is necessary to achieve community development and neighborhood revitalization;

WHEREAS, in order to install Storm Sewers in the Kahl Court Target Area, it will be necessary for the Town of Sellersburg to acquire certain easements and right-of-ways, P-81-06. See Attachment A for legal descriptions and surveys.

WHEREAS, property owners will be compensated for the fair market value of said easement and right-of-ways;

THEREFORE, LET IT BE RESOLVED, this 14<sup>th</sup> day of June, 1982, by the Sellersburg Town Board, that said easement(s) and/or right-of-way(s), for the installation of outfall storm sewers in the Kahl Court target area, be acquired with community development block grant funds and that the owners be compensated for their property at it's fair market value.

Carl E. Kamm

Thomas W. Wilson

ATTEST: Alice McCartney

82-R-38

RESOLUTION AUTHORIZING THE TOWN OF SELLERSBURG TO  
APPLY TO THE INDIANA DEPARTMENT OF COMMERCE FOR THIRD  
YEAR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

WHEREAS, the Town of Sellersburg is the recipient of three year  
comprehensive community development block grant funding;

WHEREAS, block grant funds are targeted exclusively for  
revitalization activities within the Kahl Court target area;

WHEREAS, year two program activities have been successfully  
implemented and substantially completed;

WHEREAS, the Town of Sellersburg is desirous of continuing the  
last year of the three year program;

NOW, THEREFORE LET IT BE RESOLVED, this 12th day of  
July, 1982, that an application for third year funding will  
be submitted to the Indiana Department of Commerce in the amount of  
\$272,000, and that the President of the Town Board is authorized to  
execute any documents and/or take any actions needed to submit said  
application and implement the third year program.

Carl E. Kamen

Thomas W. Jefferson

ATTEST: Anna McCartney William D. Collier

UNITED STATES DEPARTMENT OF AGRICULTURE  
Farmers Home Administration

LEGAL SERVICES AGREEMENT

This agreement made this 12<sup>th</sup> day of April,  
19 82 between THE TOWN OF SELLERSBURG, INDIANA

(sponsors) (organizing committee) (Name of organization)  
hereinafter referred to as "Owners," and Roger L. Lindsey,  
attorney at law, of Jeffersonville, Indiana, hereinafter referred  
to as "Attorney":

WHEREAS, Owners are intending to form (have formed)  
("public water supply

The Sellersburg Water Department - - - - -  
district," "public service district," "not for profit corporation," or  
- - - - -, a municipal waterworks  
other official designation) ("body politic," "municipal  
utility - - - - -  
corporation," "nonprofit corporation," or other organization)

in Clark County Indiana,  
under the provisions of the laws of the State of Indiana  
(Cite statute(s) under which applicant will be

organized); and

WHEREAS, the Attorney agrees to perform all legal services necessary  
to organize and incorporate said to complete a FmHA loan to be secured by  
Owner's Waterworks Revenue Bonds of 1982 under the provisions of

**EXHIBIT "B"**

~~and~~ and to perform all other customary legal services necessary to the ~~organization~~ financing, construction, and initial operation of Owner's a 1982 Waterworks utility ~~improvement~~ improvement project.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Farmers Home Administration, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

"B" TIBIXE

and to perform all other customary legal services necessary to the organization financing, construction, and initial operation of Owner's a 1982 Waterworks utility system improvement project.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Farmers Home Administration, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

"EXHIBIT" 3

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The attorney shall pay all bond counsel in perfecting the financing aspects, e.g., assessment procedures and completion of documents. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

#### SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

The maximum combined basic legal and bond counsel fees as

published in FmHA Guide 14A, attached.

Said fees to be payable in the following manner and at the following times: Seventy-five percent (75%) of said fees at closing, and twenty-five percent (25%) of said fees upon FmHA's approval of final opinion as follows:

- (1) To Roger L. Lindsey, Attorney, basic legal fees pursuant to Guide 14A, attached; and
- (2) To Ice, Miller, Donadio & Ryan, bond counsel fees pursuant to Guide 14A, attached.

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within sixty (60) days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$ NONE, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

(SEAL)

ATTEST:

*Anna L. McCartney*  
ANNA L. McCARTNEY, Clerk-Treasurer

Attorney:

*Roger L. Lindsey*  
ROGER L. LINDSEY

Owners:

Town of Sellersburg, Indiana

✓ BY: *Carl E. Kamer*  
CARL E. KAMER

✓ BY: *Thomas W. Wilkerson*  
THOMAS W. WILKERSON

✓ BY: \_\_\_\_\_  
WILLIAM R. COLLIER

---

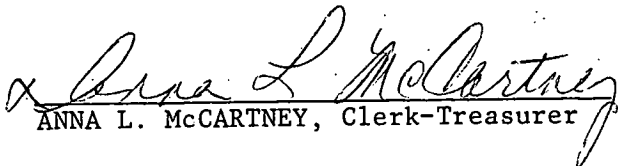
---

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
  
2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within sixty (60) days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$ NONE, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

(SEAL)

ATTEST:

  
ANNA L. McCARTNEY, Clerk-Treasurer

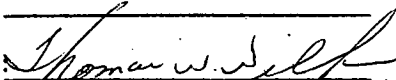
Attorney:

  
ROGER L. LINDSEY

Owners:

Town of Sellersburg, Indiana

α BY:   
CARL E. KAMER

α BY:   
THOMAS W. WILKERSON

α BY: \_\_\_\_\_  
WILLIAM R. COLLIER



MAXIMUM LEGAL SERVICES FEES FOR ASSOCIATION APPLICANTS

I GENERAL: If it is to be paid from the Government loan or from funds contributed by the applicant to create its equity, the legal services fee for an FmHA-financed project may not exceed the maximums set out in this Guide.

II BASIC LEGAL FEE: "Basic" legal services on FmHA projects are deemed to be those enumerated in FHA Instruction 442.1, Guide 14. If to be paid from project funds, the maximum fee for such services may not exceed a percentage of the total cost of the project (not including the legal fee itself), as set out in the following table:

<u>TOTAL PROJECT COST</u>			<u>LEGAL SERVICES FEE</u>		
If Total Project Cost is:			The Maximum Basic Fee is:		
<u>AT LEAST</u>	but	<u>NOT OVER</u>	<u>DOLLARS</u>	plus <u>PERCENT</u>	of <u>AMOUNT OVER</u>
\$ 0		\$ 25,000	\$ -	3.0	\$ 0
25,000		50,000	750	2.5	25,000
50,000		100,000	1,375	2.0	50,000
100,000		250,000	2,375	1.5	100,000
250,000		500,000	4,625	1.0	250,000
500,000		1,000,000	7,125	.75	500,000
1,000,000		2,000,000	10,875	.5	1,000,000
2,000,000		4,000,000	15,875	.25	2,000,000

III BOND COUNSEL FEE: If the applicant will finance its project through the sale of revenue bonds, the services of a recognized private bond counsel is required. Bond counsel firms vary in their fee patterns. Each applicant must choose its bond counsel, and should satisfy itself in advance that the fee to be charged will be reasonable and proper. As a maximum, the fee set out in Paragraph II above may be increased by not more than .2% (.002) of the bond issue; the basic fee plus the ~~2%~~ will be the maximum available to compensate both the applicant's attorney and its bond counsel.

IV FEES FOR COURT PROCEDURES: If the applicant's attorney is required to handle legal problems or court appearances substantially beyond those anticipated in the typical case, an addition to the basic legal fee may be justified.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

CERTIFICATION OF OFFICERS AND SEAL IDENTIFICATION

STATE OF INDIANA :  
 : SS  
COUNTY OF :

I, Anna L. McCartney, Clerk-Treasurer  
(Clerk, Clerk-Treasurer or Secretary)  
of the Town of Sellersburg, Indiana, (hereinafter called  
"Applicant") do certify that the said Applicant is organized and operating  
under the applicable provisions of Burns Indiana Statutes, and that there is  
not pending or threatened any question or litigation whatsoever touching the  
incorporation or said Applicant or the incumbency in office of any of the  
officials hereinafter named.

I do further certify that the following named persons constitute the govern-  
ing board of said Applicant:

<u>NAME</u>	<u>TERM OF OFFICE AS BOARD MEMBER</u>	<u>DATE TERM ON BOARD EXPIRES</u>
<u>Carl E. Kamer</u>	<u>four (4) years</u>	<u>Dec. 31, 1983</u>
<u>Thomas W. Wilkerson</u>	<u>four (4) years</u>	<u>Dec. 31, 1983</u>
<u>William R. Collier</u>	<u>four (4) years</u>	<u>Dec. 31, 1983</u>
<u>_____</u>	<u>_____ years</u>	<u>_____, 197__</u>
<u>_____</u>	<u>_____ years</u>	<u>_____, 197__</u>
<u>_____</u>	<u>_____ years</u>	<u>_____, 197__</u>
<u>_____</u>	<u>_____ years</u>	<u>_____, 197__</u>
<u>_____</u>	<u>_____ years</u>	<u>_____, 197__</u>
<u>_____</u>	<u>_____ years</u>	<u>_____, 197__</u>

I do further certify that the following persons are the duly elected officers  
of said Applicant:

<u>OFFICE HELD</u>	<u>TERM OF OFFICE EXPIRES</u>	
<u>Carl E. Kamer</u>	<u>President</u>	<u>Dec. 31, 1983</u>
<u>Anna L. McCartney</u>	<u>Clerk-Treas.</u>	<u>Dec. 31, 1983</u>
<u>_____</u>	<u>_____</u>	<u>_____, 197__</u>
<u>_____</u>	<u>_____</u>	<u>_____, 197__</u>

I certify that said Applicant was incorporated in the year 1890 and has levied and collected taxes in each of the succeeding years (if a municipality), or is in good standing (if other than a municipality).

I further certify that I am the keeper of the seal of the Applicant, and that the imprint adjacent to my signature hereunder is a true impression of said official seal.

WITNESS my hand and the seal of said Applicant,          in Clark          County, Indiana, this 12<sup>th</sup> day of April, 198 2.

*Anna L. McCartney*  
\*ANNA L. MCCARTNEY  
(Clerk, Clerk-Treasurer or Secretary)

(SEAL)

\*\*\*\*\*

SPECIMEN SIGNATURES OF APPLICANT'S OFFICERS:

*Carl E. Kamer*  
\*CARL E. KAMER  
(Mayor, President or Chairman)

*Anna L. McCartney*  
\*ANNA L. MCCARTNEY  
(Clerk, Clerk-Treasurer or Secretary)

\*\*\*\*\*

I certify that Carl E. Kamer and Anna L. McCartney

of the Town of Sellersburg, State of Indiana are personally known to me and I certify the signatures shown hereinabove to be their actual manual signatures and that said signatories are known to me to be the officers of the applicant.

Date April 12, 1982

*Roger L. Lindsey*  
ROGER L. LINDSEY  
Attorney for The Town of Sellersburg,  
State of Indiana (Applicant)

\* Type name beneath signature, and strike inappropriate reference as to title.

I certify that said Applicant was incorporated in the year 1890 and has levied and collected taxes in each of the succeeding years (if a municipality), or is in good standing (if other than a municipality).

I further certify that I am the keeper of the seal of the Applicant, and that the imprint adjacent to my signature hereunder is a true impression of said official seal.

WITNESS my hand and the seal of said Applicant, \_\_\_\_\_ in Clark \_\_\_\_\_ County, Indiana, this 12<sup>th</sup> day of April, 1982.

Anna L. McCartney  
\*ANNA L. MCCARTNEY  
(Clerk, Clerk-Treasurer or Secretary)

(SEAL)

\*\*\*\*\*

**SPECIMEN SIGNATURES OF APPLICANT'S OFFICERS:**

Carl E. Kamer  
\*CARL E. KAMER  
(Mayor, President or Chairman)

Anna L. McCartney  
\*ANNA L. MCCARTNEY  
(Clerk, Clerk-Treasurer or Secretary)

\*\*\*\*\*

I certify that Carl E. Kamer and Anna L. McCartney of the Town of Sellersburg, State of Indiana are personally known to me and I certify the signatures shown hereinabove to be their actual manual signatures and that said signatories are known to me to be the officers of the applicant.

Date April 12, 1982

Roger L. Lindsey  
ROGER L. LINDSEY  
Attorney for The Town of Sellersburg,  
State of Indiana (Applicant)

\* Type name beneath signature, and strike inappropriate reference as to title.

FARMERS HOME ADMINISTRATION

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated April 12, 1982 ----- between  
THE TOWN OF SELLERSBURG, INDIANA -----

(herein called "Recipient" whether one or more) and the Farmers Home Administration, United States Department of Agriculture, pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246, as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the Farmers Home Administration to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000--unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Farmers Home Administration setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Farmers Home Administration, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3)- of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor and of any prior authority which remain in effect.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the Farmers Home Administration, Office of Equal Opportunity, U. S. Department of Agriculture, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or Federally Assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as provided by Law.
- (g) The contractor will include the provisions of this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Farmers Home Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Farmers Home Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. To be bound by the provisions of the Equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.

3. To notify all prospective contractors to file the required 'Compliance Statement', Form FHA 400-6, with their bids.

4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract.

Bid conditions for all nonexempt Federal and Federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5. To assist and cooperate actively with the Farmers Home Administration and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to the Farmers Home Administration and the Secretary, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Manpower Utilization Report, Optional Form 66, as required and such other information as they may require for the supervision of such compliance, and to otherwise assist the Farmers Home Administration in the discharge of its primary responsibility for securing compliance.

6. To refrain from entering into any contract, or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or federally assisted construction contracts pursuant to Part II, Subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the Farmers Home Administration or the Secretary pursuant to such Subpart D.

7. That if Recipient fails or refuses to comply with these undertakings, the Farmers Home Administration may take any or all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the Office of Equal Opportunity, U. S. Department of Agriculture for appropriate action.

Witness the due execution hereof by Recipient on this, the date first above written.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

TOWN OF SELLERSBURG, INDIANA  
Name of Corporate Recipient

(CORPORATE SEAL)

Attest: Anna L. McCartney  
ANNA L. MCCARTNEY, Clerk-~~Secretary~~  
Treasurer

By Carl E. Kamer  
CARL E. KAMER President

2. To be bound by the provisions of the Equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.

3. To notify all prospective contractors to file the required 'Compliance Statement', Form FHA 400-6, with their bids.

4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract.

Bid conditions for all nonexempt Federal and Federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5. To assist and cooperate actively with the Farmers Home Administration and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to the Farmers Home Administration and the Secretary, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Manpower Utilization Report, Optional Form 66, as required and such other information as they may require for the supervision of such compliance, and to otherwise assist the Farmers Home Administration in the discharge of its primary responsibility for securing compliance.

6. To refrain from entering into any contract, or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or federally assisted construction contracts pursuant to Part II, Subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the Farmers Home Administration or the Secretary pursuant to such Subpart D.

7. That if Recipient fails or refuses to comply with these undertakings, the Farmers Home Administration may take any or all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the Office of Equal Opportunity, U. S. Department of Agriculture for appropriate action.

Witness the due execution hereof by Recipient on this, the date first above written.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

TOWN OF SELLERSBURG, INDIANA  
Name of Corporate Recipient

Attest: Anna L. McCartney  
ANNA L. McCARTNEY, Clerk-~~Secretary~~  
Treasurer

By Carl E. Kamer  
CARL E. KAMER President

ASSURANCE AGREEMENT  
(Under Title VI, Civil Rights Act of 1964)

The TOWN OF SELLERSBURG, INDIANA - - - - -,  
(name of recipient)

316 E. Utica Street, Sellersburg, Indiana 47172,  
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Farmers Home Administration regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Farmers Home Administration or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Farmers Home Administration or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
  - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation of this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
  - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, THE TOWN OF SELLERSBURG, INDIANA on this  
(name of recipient)  
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

TOWN OF SELLERSBURG, INDIANA  
Recipient

April 12, 1982  
Date

President of the Board of Trustees:  
Title

BY: Carl E. Kamer  
CARL E. KAMER  
Recipient

(S E A L)

Attest: Anna McCartney  
Title  
\* U.S.GPO: 1979-0-665-011/1559



# RESOLUTION

Resolution # 82-R-39

**WHEREAS,** this body has a continuing interest in the economic strength and development of this community; and

**WHEREAS,** a Registered Cities and Towns Program has been prepared by the Indiana Department of Commerce and is being made available to cities and towns throughout Indiana to encourage economic development.

**NOW, THEREFORE BE IT RESOLVED** that the ~~City~~ (Town) of Sellersburg pledges its full support and cooperation to the Registered Cities and Towns Program.

**PASSED AND APPROVED THIS** 26th day of July 19 82

Attest

*Anna Mc Cartney*  
City (Town) Clerk

*Carl E. Kasper*  
~~Mayor~~  
Town Board President

5

**ROGER L. LINDSEY**

**ATTORNEY AT LAW**

426 WATT STREET

P.O. BOX 774

NEW WASHINGTON, INDIANA

*By Appointment Only*

**JEFFERSONVILLE, INDIANA 47130**

TELEPHONE  
(812) 282-2845

October 25, 1982

HAND DELIVERED

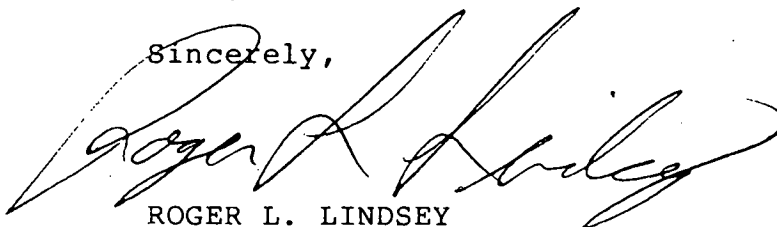
Sellersburg Town Board of Trustees  
c/o Carl E. Kamer  
316 E. Utica St.  
Sellersburg, IN 47172

RE: Ordinance to divide Town into  
districts for election of  
town officers

Dear Carl:

Pursuant to your request, please find attached hereto a copy of proposed Resolution No. 82-R-40 concerning the unanimous consent of the members present at the regular meeting of the Town Board of Trustees on 10/25/82, which consent is to consider proposed Ordinance #365 to divide the town into districts, by Ordinance, for election of town officers and which stipulates that the legislative body, the Town Board of Trustees, shall be elected by the voters of the district in which they reside. However, I have also attached hereto a copy of the statutes which are applicable to this Resolution and Ordinance, and it should be pointed out that I.C. 36-5-1-10.1 requires each district to "contain, as nearly as is possible, equal population". Since the population of the Wards of the Town of Sellersburg, from which the Town Board of Trustees are currently elected at large, is unknown, it would be my recommendation to have someone determine the population of each such Ward in order to assure that the population requirement has been met.

Sincerely,



ROGER L. LINDSEY  
As Sellersburg Town Atty.

RLl;lke

Enclosure

**36-5-2-9 Powers of legislative body**

Sec. 9. The legislative body may:

- (1) adopt ordinances and resolutions for the performance of functions of the town;
- (2) purchase, hold, and convey any interest in property, for the use of the town; and
- (3) adopt and use a common seal.

*As added by Acts 1980, P.L.212, SEC.4.*

**~~36-5-2-4.1~~ Division into districts by ordinance for election of officers; appeal; time for division**

~~Sec. 4.1. (a) The legislative body may, by ordinance, divide the town into districts for the purpose of conducting elections of town officers. The ordinance must divide the town in the manner prescribed in IC 36-5-1-10.1. The ordinance may be appealed in the manner prescribed by IC 34-4-17.5. If the town is located in two (2) or more counties, the appeal may be filed in the circuit or superior court of any of those counties.~~

~~(b) The division permitted by subsection (a) shall be made in 1982 and every ten (10) years after that. The division may also be made in any other year, except that it may not be made after January 1 in a year in which an election of town officers is to be held.~~

*As added by Acts 1980, P.L.2, SEC.17.*

**~~36-5-1-10.1~~ Adoption of ordinance incorporating town; required provisions to conduct election; composition of districts**

~~Sec. 10.1. (a) If the county executive makes the findings required by section 8 of this chapter, it may adopt an ordinance incorporating the town. The ordinance must:~~

- ~~(1) divide the town into not less than three (3) nor more than seven (7) districts; and~~
- ~~(2) direct the county election board to conduct an election in the town on the date of the next general, city, or town election to be held in any precincts in the county.~~

~~An election conducted under this section must comply with the provisions of IC 3-2-7 concerning town elections. However, a primary election may not be conducted before an election conducted under this section, regardless of the population of the town.~~

~~(b) Districts established by an ordinance adopted under this section must:~~

- ~~(1) be composed of contiguous territory;~~
- ~~(2) be reasonably compact; and~~
- ~~(3) contain, as nearly as is possible, equal population.~~

*As added by Acts 1980, P.L.2, SEC.16.*

**36-5-2-9.2 Quorum**

Sec. 9.2. A majority of all the elected members of the legislative body constitutes a quorum.

*As added by Acts 1980, P.L.73, SEC.14.*

**36-5-2-9.4 Majority vote; two-thirds vote**

Sec. 9.4. (a) A requirement that an ordinance, resolution, or other action of the legislative body be passed by a majority vote means at least a majority vote of all the elected members.

(b) A requirement that an ordinance, resolution, or other action of the legislative body be passed by a two-thirds ( $\frac{2}{3}$ ) vote means at least a two-thirds ( $\frac{2}{3}$ ) vote of all the elected members.

*As added by Acts 1980, P.L.73, SEC.15.*

**36-5-2-9.6 Majority vote to pass ordinance**

Sec. 9.6. A majority vote of the legislative body is required to pass an ordinance, unless a greater vote is required by statute.

*As added by Acts 1980, P.L.73, SEC.16.*

**36-5-2-9.8 Two-thirds vote with unanimous consent of members present**

Sec. 9.8. ~~A two-thirds ( $\frac{2}{3}$ ) vote of all the elected members, after unanimous consent of the members present to consider the ordinance, is required to pass an ordinance of the legislative body on the same day or at the same meeting at which it is introduced.~~

*As added by Acts 1980, P.L.73, SEC.17. Amended by Acts 1982, P.L.33, SEC.28.*

**36-5-2-10 Adoption of ordinance, order or resolution; publication**

Sec. 10. (a) ~~An ordinance, order, or resolution passed by the legislative body is considered adopted when it is signed by the executive. If required by statute, an adopted ordinance, order, or resolution must be promulgated or published before it takes effect.~~

(b) An ordinance prescribing a penalty for a violation must, before it takes effect, be published in the manner prescribed by IC 5-3-1, unless:

(1) it is published under IC 36-1-5; or

(2) it declares an emergency requiring its immediate effectiveness and is posted in one

(1) public place in each district in the town.

*As added by Acts 1980, P.L.212, SEC.4. Amended by Acts 1980, P.L.73, SEC.18.*

**36-5-2-10.2 Recording of adopted ordinance; presumptive evidence**

Sec. 10.2. Within a reasonable time after an ordinance of the legislative body is adopted, ~~the clerk-treasurer shall record it in a book kept for that purpose.~~ The record must include:

~~(1) the signature of the executive;~~

~~(2) the attestation of the clerk-treasurer; and~~

~~(3) the date of each recorded item.~~

The record or a certified copy of it constitutes presumptive evidence of the adoption of the ordinance.

*As added by Acts 1980, P.L.73, SEC.19.*

RESOLUTION No. 82-R-40

RESOLUTION OF ALL TOWN TRUSTEES PRESENT  
TO CONSIDER PROPOSED ORDINANCE NO. 365  
PERTAINING TO DIVISION OF THE TOWN INTO  
DISTRICTS FOR ELECTION OF THE TOWN TRUSTEES  
BY EACH DISTRICT IN WHICH THEY RESIDE

WHEREAS, I.C. 36-5-2-4.1 and I.C. 36-5-2-5, as they are amended, provides that the Town Board of Trustees shall divide the town into districts, by ordinance, in 1982, and every ten (10) years thereafter, and that said legislative body may provide that each Town Board of Trustee is to be elected by the voters of the district in which said candidate resides; and,

WHEREAS, I.C. 36-5-2-9.8 provides that after unanimous consent of the Town Board of Trustees present an ordinance may be considered and passed on the same day or at the same meeting at which it is introduced by a two-thirds (2/3) vote of all the elected members of the Town Board of Trustees; and,

WHEREAS, the Town Board of Trustees have determined that the Town of Sellersburg, Indiana, should be divided into districts, by ordinance, for the election of Town Board of Trustees members; and,

WHEREAS, the Town Board of Trustees have determined that each of the three (3) Wards of the Town of Sellersburg, Indiana, contain, as nearly as possible, equal populations; and,

WHEREAS, the Town Board of Trustees have determined that each Town Board of Trustee should be elected by the voters of the district in which they reside and not elected at large by the voters of the whole town;

NOW, THEREFORE, BE IT RESOLVED, by all of the Town Board of Trustees present at this regular scheduled meeting of said Town Board of Trustees, consent to the consideration of proposed Ordinance #365 concerning the division of the municipality of the Town of Sellersburg, Indiana, into three (3) separate districts corresponding with said town's current division into Wards and requiring that each Town Board of Trustee is to be elected by the voters of the district in which such Town Board of Trustee resides.

This Resolution No. 82-R-40 is passed and adopted by the Board of Trustees of the Town of Sellersburg, in regular session on this 25th day of October, 1982, (Town Board of Trustee member Nancy Wilkerson not being present because of illness).

TOWN OF SELLERSBURG, INDIANA,  
BY ITS BOARD OF TRUSTEES:

ATTEST:

  
CARL E. KAMER, Town Executive

  
ANNA L. MCCARTNEY  
CLERK-TRES.

  
WILLIAM R. COLLIER,

DATED: 10/25/82

RESOLUTION No. 82-R-40

RESOLUTION OF ALL TOWN TRUSTEES PRESENT  
TO CONSIDER PROPOSED ORDINANCE NO. 365  
PERTAINING TO DIVISION OF THE TOWN INTO  
DISTRICTS FOR ELECTION OF THE TOWN TRUSTEES  
BY EACH DISTRICT IN WHICH THEY RESIDE

WHEREAS, I.C. 36-5-2-4.1 and I.C. 36-5-2-5, as they are amended, provides that the Town Board of Trustees shall divide the town into districts, by ordinance, in 1982, and every ten (10) years thereafter, and that said legislative body may provide that each Town Board of Trustee is to be elected by the voters of the district in which said candidate resides; and,

WHEREAS, I.C. 36-5-2-9.8 provides that after unanimous consent of the Town Board of Trustees present an ordinance may be considered and passed on the same day or at the same meeting at which it is introduced by a two-thirds (2/3) vote of all the elected members of the Town Board of Trustees; and,

WHEREAS, the Town Board of Trustees have determined that the Town of Sellersburg, Indiana, should be divided into districts, by ordinance, for the election of Town Board of Trustees members; and,

WHEREAS, the Town Board of Trustees have determined that each of the three (3) Wards of the Town of Sellersburg, Indiana, contain, as nearly as possible, equal populations; and,

WHEREAS, the Town Board of Trustees have determined that each Town Board of Trustee should be elected by the voters of the district in which they reside and not elected at large by the voters of the whole town;

NOW, THEREFORE, BE IT RESOLVED, by all of the Town Board of Trustees present at this regular scheduled meeting of said Town Board of Trustees, consent to the consideration of proposed Ordinance #365 concerning the division of the municipality of the Town of Sellersburg, Indiana, into three (3) separate districts corresponding with said town's current division into Wards and requiring that each Town Board of Trustee is to be elected by the voters of the district in which such Town Board of Trustee resides.

This Resolution No. 82-R-40 is passed and adopted by the Board of Trustees of the Town of Sellersburg, in regular session on this 25th day of October, 1982, (Town Board of Trustee member Nancy Wilkerson not being present because of illness).

TOWN OF SELLERSBURG, INDIANA,  
BY ITS BOARD OF TRUSTEES:

ATTEST:

Carl E. Kamer  
CARL E. KAMER, Town Executive

Anna L. McCartney  
ANNA L. MCCARTNEY  
CLERK-TRES.

William R. Collier  
WILLIAM R. COLLIER,

DATED: 10/25/82

ORDINANCE NO. 365

AN ORDINANCE DIVIDING THE TOWN OF  
SELLERSBURG, INDIANA, INTO DISTRICTS  
FOR THE PURPOSE OF ELECTION OF TOWN  
BOARD OF TRUSTEES AND REQUIRING THAT  
ITS MEMBERS BE ELECTED BY THE VOTERS  
OF THE DISTRICT IN WHICH THEY RESIDE

WHEREAS, I.C. 36-5-2-4.1, as amended, provides that a division of a town into districts for the purpose of conducting elections shall be made in 1982 and every ten (10) years thereafter; and,

WHEREAS, I.C. 36-5-2-5, as amended, provides that the Town Board of Trustees may, by ordinance, require each member of such legislative body to be elected by the voters of the district in which they reside; and,

WHEREAS, this being a regularly scheduled meeting of the Sellersburg Town Board of Trustees and such legislative body has unanimously consented to the consideration of this ordinance by Resolution No. 82-R-40 passed immediately prior hereto and during this regular meeting of said Town Board of Trustees, by all members present; and,

WHEREAS, the Sellersburg Town Board of Trustees has determined that the municipality of Sellersburg, Indiana, should be divided into three (3) districts corresponding with the boundaries of the town's current Wards; and,

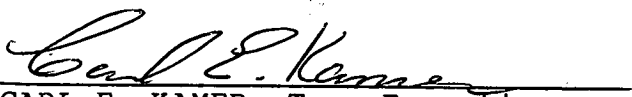
WHEREAS, the Town Board of Trustees of the Town of Sellersburg has determined that each Ward of the Town of Sellersburg, Indiana, contains, as nearly as possible, equal populations;

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Sellersburg, Indiana, that the municipality of the Town of Sellersburg, Indiana, shall be divided into three (3) separate contiguous territories corresponding with the boundaries of the three (3) current Wards of said municipality; and,

BE IT FURTHER ORDAINED by the Board of Trustees of the Town of Sellersburg, Indiana, that each member of the Town Board of Trustees shall hereafter be elected by the voters of the district in which they reside.

PASSED AND ADOPTED by the Sellersburg Town Board of Trustees, (legislative body), in regular session and at its regular meeting on October 25, 1982.

TOWN BOARD OF TRUSTEES:

  
CARL E. KAMER, Town Executive

ATTESTED BY:

  
ANNA L. MCCARTNEY, Clerk-  
Treasurer

  
WILLIAM R. COLLIER, Board of  
Trustee

RESOLUTION NO. 82-R-41

WHEREAS, the Rate Study of H. J. Umbaugh and Associates has been completed with regard to the rate increase of the Sellersburg Municipal Water Utility; and

WHEREAS, said rate study proposes certain water rate increases for both the retail and wholesale customers of the Sellersburg Municipal Water Utility; and

WHEREAS, the Municipal Water Utility of the Town of Sellersburg should file a petition with the Public Service Commission requesting said rate increase.

THEREFORE, BE IT RESOLVED, that the Town of Sellersburg petition the Public Service Commission of Indiana for authority to increase rates and charges for water service in and adjacent to the Town of Sellersburg, Indiana, its wholesale rates and charges, and for approval of a new schedule of rates and charges applicable thereto; and for the approval of a loan and bond issues for improvements to the water system.

RESOLVED FURTHER, that Robert W. Lanum and Michael M. Maschmeyer, as co-counsel for said utility, prepare and file said petition with the Public Service Commission of Indiana.



This Resolution is adopted by the Town Board of  
Sellersburg this 13<sup>th</sup> day of December, 1982.

SELLERSBURG TOWN BOARD

Carl E. Kamer

Carl E. Kamer, President

Nancy Wilkerson

Nancy Wilkerson, Member

William R. Collier

William R. Collier, Member

ATTEST:

Anna McCartney

Anna McCartney, Clerk-Treasurer

STATE OF INDIANA  
PUBLIC SERVICE COMMISSION OF INDIANA

IN THE MATTER OF THE PETITION OF  
THE TOWN OF SELLERSBURG, INDIANA

Cause No.

PETITION FOR AUTHORITY TO INCREASE RATES AND CHARGES  
FOR WATER SERVICES IN AND ADJACENT TO THE TOWN  
OF SELLERSBURG, INDIANA, ITS WHOLESALE RATES  
AND CHARGES, AND APPROVAL OF \$3,425,000  
LOAN AND BOND ISSUE

TO PUBLIC SERVICE COMMISSION OF INDIANA:

Comes now the Town of Sellersburg, Indiana, hereinafter referred to as "Petitioner," and in support of its Petition states as follows:

1. Petitioner is a municipal civil town located in Clark County, Indiana, and Petitioner owns and operates a municipally owned utility as said term is used in the Public Service Commission Act of 1913, now Chapter 2, Article I, Title 8 of the Indiana Code of 1971; and to the extent provided by said Act, is subject to the jurisdiction of the Public Service Commission of Indiana.

2. That Petitioner owns, operates, manages, and controls plants and equipment used for the gathering, transmission, treatment and distribution of water to the public in and adjacent to the Town of Sellersburg, Indiana.

3. That in order to furnish adequate, efficient and dependable water service to the customers of the Petitioner, the Petitioner has applied to Farmers Home Administration for

7. That attached hereto and made a part hereof and marked as Exhibit "B" is a proposed schedule of rates and charges applicable to water consumption of the Town of Sellersburg, Indiana.

8. That Robert W. Lanum of the firm of Fifer, Vogt & Lanum, 323 East Court Avenue, P. O. Box 946, Jeffersonville, Indiana 47130, and Michael M. Maschmeyer, 416 East Court Avenue, Jeffersonville, Indiana 47130, are co-counsel for the Town of Sellersburg in this cause; and we are duly authorized to accept service of papers in this cause on behalf of the Petitioner.

WHEREFORE, in view of the foregoing, Petitioner respectfully prays that the Public Service Commission of Indiana make an investigation of Petitioner's proposed improvement project, costs and funding as well as the proposed water rates and charges for water utility service in and adjacent to the Town of Sellersburg, Indiana, for both its retail and wholesale customers, and conduct such public hearings as are required by law; and as a result of such investigation herein, issue an order approving the \$3,425,000 loan and bond issue as well as approving a new schedule of rates and charges in lieu of those current rates and charges.

a loan and bond issues totalling \$3,425,000, which funds shall be used for the project funding as set forth in the Schedule of Estimated Project Costs and Funding prepared by the Petitioner's consultants, H. J. Umbaugh and Associates, attached hereto as Exhibit "A."

4. That Petitioner, pursuant to the provisions of the Public Service Commission Act, now petitions the Public Service Commission to investigate the project costs, rates, schedule and charges of Petitioner's utility service; and, upon investigation and by order of the Public Service Commission, approve and allow the funding of the project by a loan and bond issue from Farmers Home Administration in the sum of \$3,425,000, and fix and adjust reasonable rates, schedules and charges to be imposed, observed and followed in the future in order to retire the aforesaid indebtedness in lieu of those found to be unjust, unreasonable, insufficient, or otherwise in violation of any provision of the aforementioned Act.

5. Petitioner states that as of December 1, 1982, it is providing water utility service to approximately 5,000 customers, of which approximately 61% are retail customers and 39% are wholesale customers.

6. That the wholesale customers of the Petitioner are Silver Creek Rural Water Corporation and Rural Water Corporation of Clark County.

We affirm, under the penalties for perjury, that the foregoing representations are true.

TOWN OF SELLERSBURG, INDIANA

By: Carl Kamer  
Carl Kamer, President

By: Nancy Wilkerson  
Nancy Wilkerson  
Board Member

By: William R. Collier  
William Collier  
Board Member

ATTEST:

Anna McCartney  
Anna McCartney, Clerk-Treasurer

STATE OF INDIANA

COUNTY OF CLARK

Comes now and personally appeared before me Carl Kamer and affirms under the penalty for perjury that he is President of the Town Board of Trustees of the Town of Sellersburg, Indiana, and that he has read the foregoing Petition and has authority to execute the same and that the matters set forth herein are true and correct to the best of his knowledge and belief.

Carl Kamer  
Carl Kamer

Subscribed and sworn to before me, Clerk-Treasurer of the Town of Sellersburg, Indiana.

Anna McCartney  
Anna McCartney

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY  
SCHEDULE OF ESTIMATED PROJECT COSTS AND FUNDING

Project costs:

Construction costs:  
Construction bids:

Division I	\$1,178,887
Division II	1,652,243
Construction contingencies	<u>98,870</u>
Total construction costs	2,930,000

Other project costs:

Land, easements and permits	18,000
Administrative	4,000
PSCI fees	3,000
Legal and bond counsel	26,400
Engineering services	240,300
Inspection services	95,300
Accounting and financial	18,000
Interest during construction	<u>90,000</u>
Total project costs	<u>\$3,425,000</u>
Project funding - FmHA bond issue	<u>\$3,425,000</u>

EXHIBIT "A"

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

SCHEDULE OF AMORTIZATION OF \$25,000 OF OUTSTANDING  
WATERWORKS REVENUE REFUNDING AND IMPROVEMENT BONDS OF 1947

Interest of 4%  
(Unaudited)

Payment Date	Principal Balance (In Thousands)	Debt Service		Total (In Dollars)	Bond Year Ending December 1st
		Principal	Interest		
6/1/82	\$ 25	\$	\$ 500	\$ 500	\$
12/1/82	25	5	500	5,500	6,000
6/1/83	20		400	400	
12/1/83	20	5	400	5,400	5,800
6/1/84	15		300	300	
12/1/84	15	5	300	5,300	5,600
6/1/85	10		200	200	
12/1/85	10	5	200	5,200	5,400
6/1/86	5		100	100	
12/1/86	5	5	100	5,100	5,200
Totals		<u>\$ 25</u>	<u>\$3,000</u>	<u>\$28,000</u>	<u>\$28,000</u>

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

SCHEDULE OF AMORTIZATION OF \$355,000 of  
OUTSTANDING WATERWORKS REVENUE BONDS OF 1961

Interest of 4½%  
(Unaudited)

Payment Date	Principal Balance (In Thousands)	Debt Service		Total (In Dollars)	Bond Year Ending December 1st
		Principal	Interest		
6/1/82	\$355	\$	\$ 7,988	\$ 7,988	\$
12/1/82	355	10	7,987	17,987	25,975
6/1/83	345		7,763	7,763	
12/1/83	345	10	7,762	17,762	25,525
6/1/84	335		7,538	7,538	
12/1/84	335	15	7,537	22,537	30,075
6/1/85	320		7,200	7,200	
12/1/85	320	15	7,200	22,200	29,400
6/1/86	305		6,863	6,863	
12/1/86	305	15	6,862	21,862	28,725
6/1/87	290		6,525	6,525	
12/1/87	290	25	6,525	31,525	38,050
6/1/88	265		5,963	5,963	
12/1/88	265	25	5,962	30,962	36,925
6/1/89	240		5,400	5,400	
12/1/89	240	25	5,400	30,400	35,800
6/1/90	215		4,838	4,838	
12/1/90	215	25	4,837	29,837	34,675
6/1/91	190		4,275	4,275	
12/1/91	190	30	4,275	34,275	38,550
6/1/92	160		3,600	3,600	
12/1/92	160	30	3,600	33,600	37,200
6/1/93	130		2,925	2,925	
12/1/93	130	30	2,925	32,925	35,850
6/1/94	100		2,250	2,250	
12/1/94	100	30	2,250	32,250	34,500
6/1/95	70		1,575	1,575	
12/1/95	70	35	1,575	36,575	38,150
6/1/96	35		788	788	
12/1/96	35	35	787	35,787	36,575
Totals		<u>\$355</u>	<u>\$150,975</u>	<u>\$505,975</u>	<u>\$505,975</u>



SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

SCHEDULE OF AMORTIZATION OF \$391,000 OF  
OUTSTANDING WATERWORKS REVENUE BONDS OF 1974

Interest of 5%  
(Unaudited)

<u>December 1st Payment Date</u>	<u>Principal</u>	<u>Debt Service</u>		
	<u>Balance</u> (In Thousands)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
			(In Dollars)	
1982	\$391	\$ 7	\$ 19,550	\$ 26,550
1983	384	9	19,200	28,200
1984	375	5	18,750	23,750
1985	370	6	18,500	24,500
1986	364	7	18,200	25,200
1987	357	4	17,850	21,850
1988	353	5	17,650	22,650
1989	348	6	17,400	23,400
1990	342	8	17,100	25,100
1991	334	4	16,700	20,700
1992	330	6	16,500	22,500
1993	324	7	16,200	23,200
1994	317	9	15,850	24,850
1995	308	6	15,400	21,400
1996	302	8	15,100	23,100
1997	294	13	14,700	27,700
1998	281	13	14,050	27,050
1999	268	14	13,400	27,400
2000	254	14	12,700	26,700
2001	240	15	12,000	27,000
2002	225	16	11,250	27,250
2003	209	17	10,450	27,450
2004	192	18	9,600	27,600
2005	174	19	8,700	27,700
2006	155	20	7,750	27,750
2007	135	21	6,750	27,750
2008	114	22	5,700	27,700
2009	92	23	4,600	27,600
2010	69	23	3,450	26,450
2011	46	23	2,300	25,300
2012	23	23	1,150	24,150
Totals		<u>\$391</u>	<u>\$398,500</u>	<u>\$789,500</u>

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

AMORTIZATION OF \$2,035,000 WATERWORKS REVENUE BONDS OF 1982 SERIES "A"

Interest at 12 1/4%

Principal payable annually December 1st, beginning December 1, 1984

Interest payable annually December 1st, beginning December 1, 1983

Bond Year Ending December 1	Principal		Debt Service	
	Balance (In Thousands)	Principal	Interest (In Dollars)	Total
1983	\$2,035	\$	\$ 228,514(1)	\$ 228,514
1984	2,035	3	249,287	252,287
1985	2,032	3	248,920	251,920
1986	2,029	4	248,553	252,553
1987	2,025	4	248,062	252,062
1988	2,021	4	247,573	251,573
1989	2,017	5	247,082	252,082
1990	2,012	6	246,470	252,470
1991	2,006	6	245,735	251,735
1992	2,000	7	245,000	252,000
1993	1,993	8	244,143	252,143
1994	1,985	9	243,162	252,162
1995	1,976	10	242,060	252,060
1996	1,966	11	240,835	251,835
1997	1,955	13	239,488	252,488
1998	1,942	14	237,895	251,895
1999	1,928	16	236,180	252,180
2000	1,912	18	234,220	252,220
2001	1,894	20	232,015	252,015
2002	1,874	22	229,565	251,565
2003	1,852	25	226,870	251,870
2004	1,827	28	223,807	251,807
2005	1,799	32	220,378	252,378
2006	1,767	36	216,457	252,457
2007	1,731	40	212,048	252,048
2008	1,691	45	207,147	252,147
2009	1,646	50	201,635	251,635
2010	1,596	57	195,510	252,510
2011	1,539	64	188,528	252,528
2012	1,475	71	180,687	251,687
Sub-totals		\$ 631	\$6,907,826	\$ 7,538,826

H. J. UMBUGH & ASSOCIATES, CERTIFIED PUBLIC ACCOUNTANTS

(Continued on next page)

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

(Cont'd)

AMORTIZATION OF \$2,035,000 WATERWORKS REVENUE BONDS OF 1982 SERIES "A"

Interest at 12 1/4%

Principal payable annually December 1st, beginning December 1, 1984

Interest payable annually December 1st, beginning December 1, 1983

Bond Year Ending December 1	Principal		Debt Service	
	Balance (In Thousands)	Principal	Interest (In Dollars)	Total
Sub-totals fwd.		\$ 631	\$6,907,826	\$ 7,538,826
2013	1,404	80	171,990	251,990
2014	1,324	90	162,190	252,190
2015	1,234	101	151,165	252,165
2016	1,133	113	138,793	251,793
2017	1,020	127	124,950	251,950
2018	893	143	109,392	252,392
2019	750	160	91,875	251,875
2020	590	180	72,275	252,275
2021	410	202	50,225	252,225
2022	208	208	25,480	233,480
Totals		<u>\$2,035</u>	<u>\$8,006,161</u>	<u>\$10,041,161</u>

Average annual debt service for the bond years ending December 1, 1984 through December 1, 2022 (39 years):

Average annual principal	\$ 52,179
Average annual interest	199,427
Total	<u>\$ 251,606</u>

(1) Assumes bonds dated January 1, 1983.

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

AMORTIZATION SCHEDULE OF \$1,390,000 OF WATERWORKS  
REVENUE BONDS OF 1982 SERIES "B"

Principal payable annually December 1st, beginning December 1, 1984  
Interest payable annually December 1st, beginning December 1, 1983  
Interest at 10 5/8%

Bond Year Ending December 1	Principal Balance (In Thousands)	Debt Service		
		Principal	Interest	Total
		(In Thousands)	(In Dollars)	
1983	\$1,390	\$	\$ 135,380(1)	\$ 135,380
1984	1,390	3	147,688	150,688
1985	1,387	3	147,369	150,369
1986	1,384	4	147,050	151,050
1987	1,380	4	146,625	150,625
1988	1,376	4	146,200	150,200
1989	1,372	5	145,775	150,775
1990	1,367	5	145,244	150,244
1991	1,362	6	144,713	150,713
1992	1,356	7	144,075	151,075
1993	1,349	7	143,331	150,331
1994	1,342	8	142,587	150,587
1995	1,334	9	141,738	150,738
1996	1,325	10	140,781	150,781
1997	1,315	11	139,719	150,719
1998	1,304	12	138,550	150,550
1999	1,292	13	137,275	150,275
2000	1,279	15	135,894	150,894
2001	1,264	16	134,300	150,300
2002	1,248	18	132,600	150,600
2003	1,230	20	130,688	150,688
2004	1,210	22	128,562	150,562
2005	1,188	24	126,225	150,225
2006	1,164	27	123,675	150,675
2007	1,137	30	120,806	150,806
2008	1,107	33	117,619	150,619
2009	1,074	37	114,113	151,113
2010	1,037	40	110,181	150,181
2011	997	45	105,931	150,931
2012	952	49	101,150	150,150
Sub-totals		\$ 487	\$4,015,844	\$4,502,844

(Continued on next page)

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

(Cont'd)

AMORTIZATION SCHEDULE OF \$1,390,000 OF WATERWORKS

REVENUE BONDS OF 1982 SERIES "B"

Principal payable annually December 1st, beginning December 1, 1984

Interest payable annually December 1st, beginning December 1, 1983

Interest at 10 5/8%

Bond Year Ending December 1	Principal Balance (In Thousands)	Debt Service		
		Principal (In Thousands)	Interest (In Dollars)	Total
Sub-totals fwd.		\$ 487	\$4,015,844	\$4,502,844
2013	\$ 903	\$ 55	\$ 95,944	\$ 150,944
2014	848	61	90,100	151,100
2015	787	67	83,619	150,619
2016	720	74	76,500	150,500
2017	646	82	68,637	150,637
2018	564	91	59,925	150,925
2019	473	101	50,256	151,256
2020	372	111	39,525	150,525
2021	261	123	27,731	150,731
2022	138	138	14,662	152,662
Totals		<u>\$1,390</u>	<u>\$4,622,743</u>	<u>\$6,012,743</u>

Average annual debt service for the bond years ending December 1, 1984 through December 1, 2022 (39 years):

Average annual principal	\$ 35,641
Average annual interest	<u>115,061</u>
Total	<u>\$ 150,702</u>

(1) Assumed bonds dated January 1, 1983.

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

COMBINED BOND AMORTIZATION SCHEDULE  
(Unaudited)

Bond Year Ending December 1	1947 Issue	1961 Issue	1974 Issue	1982 Issue		Combined
				Series "A"	Series "B"	
1982	\$ 6,000	\$ 25,975	\$ 26,550	\$	\$	\$ 58,525
1983	5,800	25,525	28,200	228,514	135,380	423,419
1984	5,600	30,075	23,750	252,287	150,688	462,400
1985	5,400	29,400	24,500	251,920	150,369	461,589
1986	5,200	28,725	25,200	252,553	151,050	462,728
1987		38,050	21,850	252,062	150,625	462,587
1988		36,925	22,650	251,573	150,200	461,348
1989		35,800	23,400	252,082	150,775	462,057
1990		34,675	25,100	252,470	150,244	462,489
1991		38,550	20,700	251,735	150,713	461,698
1992		37,200	22,500	252,000	151,075	462,775*
1993		35,850	23,200	252,143	150,331	461,524
1994		34,500	24,850	252,162	150,587	462,099
1995		38,150	21,400	252,060	150,738	462,348
1996		36,575	23,100	251,835	150,781	462,291
1997			27,700	252,488	150,719	430,907
1998			27,050	251,895	150,550	429,495
1999			27,400	252,180	150,275	429,855
2000			26,700	252,220	150,894	429,814
2001			27,000	252,015	150,300	429,315
2002			27,250	251,565	150,600	429,415
2003			27,450	251,870	150,688	430,008
2004			27,600	251,807	150,562	429,969
2005			27,700	252,378	150,225	430,303
2006			27,750	252,457	150,675	430,882
2007			27,750	252,048	150,806	430,604
2008			27,700	252,147	150,619	430,466
2009			27,600	251,635	151,113	430,348
2010			26,450	252,510	150,181	429,141
2011			25,300	252,528	150,931	428,759
2012			24,150	251,687	150,150	425,987
Sub-totals	<u>\$28,000</u>	<u>\$505,975</u>	<u>\$789,500</u>	<u>\$7,538,826</u>	<u>\$4,502,844</u>	<u>\$13,365,145</u>

(Continued on next page)

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

(Cont'd)

COMBINED BOND AMORTIZATION SCHEDULE  
(Unaudited)

Bond Year Ending December 1	1947	1961	1974	1982 Issue		Combined
	<u>Issue</u>	<u>Issue</u>	<u>Issue</u>	<u>Series "A"</u>	<u>Series "B"</u>	
Sub-totals						
Fwd.	<u>\$28,000</u>	<u>\$505,975</u>	<u>\$789,500</u>	<u>\$ 7,538,826</u>	<u>\$4,502,844</u>	<u>\$13,365,145</u>
2013				\$ 251,990	\$ 150,944	\$ 402,934
2014				252,190	151,100	403,290
2015				252,165	150,619	402,784
2016				251,793	150,500	402,293
2017				251,950	150,637	402,587
2018				252,392	150,925	403,317
2019				251,875	151,256	403,131
2020				252,275	150,525	402,800
2021				252,225	150,731	402,956
2022				233,480	152,662	386,142
Totals	<u>\$28,000</u>	<u>\$505,975</u>	<u>\$789,500</u>	<u>\$10,041,161</u>	<u>\$6,012,743</u>	<u>\$17,377,379</u>

Average annual debt service for the thirteen bond years ending December 31, 1984 through December 31, 1996:

\$ 462,149

\*Maximum year debt service.

SELLERSBURG (INDIANA) MUNICIPAL WATER UTILITY

SUMMARY OF PRESENT AND PROPOSED RATES AND CHARGES

<u>Metered Usage (per month)</u>	<u>Monthly Rate Per 1,000 Gallons</u>	
	<u>Present</u>	<u>Proposed</u>
First 2,500 gallons	\$ 1.52	\$ 3.47
Next 500 gallons	1.25	2.86
Next 2,000 gallons	1.03	2.35
Next 15,000 gallons	.83	1.90
Next 30,000 gallons	.61	1.39
Over 50,000 gallons	.47	1.07

<u>Minimum Charge</u>	<u>Per Month</u>	
5/8 - 3/4 inch meter	\$ 3.09	\$ 7.06
1 inch meter	7.66	17.50
1 1/4 inch meter	13.78	31.47
1 1/2 inch meter	18.42	42.07
2 inch meter	29.47	67.31
3 inch meter	76.63	175.02
4 inch meter	117.89	269.26
6 inch meter	221.04	504.86

<u>Fire Protection</u>	<u>Per Annum</u>	
Municipal hydrants, each	\$206.30	\$471.20
Public hydrants, each	206.30	471.20
Automatic sprinklers:		
1 1/2 inch connection	\$ 12.90	\$ 29.45
2 inch connection	22.90	52.30
2 1/2 inch connection	35.80	81.75
3 inch connection	51.55	117.75
4 inch connection	91.70	209.45
6 inch connection	206.30	471.20
8 inch connection	366.75	837.65

	<u>Per Month</u>	
Outside town hydrant rental surcharge	\$ 1.15	\$ 2.63

<u>Wholesale Rates (per month)</u>	<u>Per 1,000 Gallons</u>	
Silver Creek	\$ .40	\$ 1.25
Clark County	.50	1.34

H. J. UMBACH & ASSOCIATES, CERTIFIED PUBLIC ACCOUNTANTS



TOWN OF SELLERSBURG

RESOLUTION NO. 82-R- 42

A RESOLUTION FOR TRANSFER OF FUNDS

WHEREAS, it has been determined that it is now necessary to transfer funds from the Cumulative Capital Improvement Fund to the General Fund in order for the continuing operation of the town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Sellersburg, Indiana, that;

The sum of \$10,000.00 is hereby transferred from the Cumulative Capital Improvement Fund to the General Fund of the Town of Sellersburg, Indiana.

The effective date of this transferral is December 27, 1982.

This Resolution is adopted and passed by the Board of Trustees of the Town of Sellersburg, Indiana, this 27th day of December, 1982.

TOWN OF SELLERSBURG

Carl Kamer  
Carl Kamer

Nancy Wilkerson  
Nancy Wilkerson

William R. Collier  
William R. Collier

ATTEST:

Anna McCartney  
Anna McCartney, Clerk-Treasurer

TOWN OF SELLERSBURG

RESOLUTION NO. 82-R- 42

A RESOLUTION FOR TRANSFER OF FUNDS

WHEREAS, it has been determined that it is now necessary to transfer funds from the Cumulative Capital Improvement Fund to the General Fund in order for the continuing operation of the town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Sellersburg, Indiana, that;

The sum of \$10,000.00 is hereby transferred from the Cumulative Capital Improvement Fund to the General Fund of the Town of Sellersburg, Indiana.

The effective date of this transferral is December 27, 1982.

This Resolution is adopted and passed by the Board of Trustees of the Town of Sellersburg, Indiana, this 27th day of December, 1982.

TOWN OF SELLERSBURG

Carl Kamer  
Carl Kamer

Nancy Wilkerson  
Nancy Wilkerson

William R. Collier  
William R. Collier

ATTEST:

Anna McCartney  
Anna McCartney, Clerk-Treasurer

6

RESOLUTION NO. 82-R 43

TOWN OF SELLERSBURG

RESOLUTION AMENDING RESOLUTION NO. 82-R-32 WHICH  
AUTHORIZED CONTRACTS FOR THE SERVICES OF ACCOUN-  
TANTS AND ATTORNEY AND THE EXECUTION OF CERTAIN  
DOCUMENTS REQUIRED BY FARMERS HOME ADMINISTRA-  
TION REGARDING WATERWORKS REVENUE BONDS OF 1982  
FOR THE IMPROVEMENT OF ITS MUNICIPAL WATERWORKS FACILITY

WHEREAS, the Town of Sellersburg, Clark County, Indiana (hereinafter referred to as the "TOWN") owns and operates a waterwork utility (hereinafter referred to as the "UTILITY") and proposes to build, construct and make certain additions and improvements there- to (hereinafter referred to as "PROJECT") to be financed, in part, from the proceeds of the sale of revenue bonds (hereinafter re- ferred to as the "BOND") to the Farmers Home Administration (herein- after referred as "FmHA") and possibly in the conventional BOND market pursuant to I.C. 8-1-2 and I.C. 5-1-11, et al; and,

WHEREAS, the TOWN is desirous of having conducted an accounting study and review of the records and accounts of the UTILITY pursuant to the sale of the BONDS and for the adoption of rate adjustments which are designed to service the present and proposed BONDS and provide for other revenue requirements; and, subsequent to the deter- mination of financial plans, the TOWN may prepare a prospectus (the "OFFICIAL STATEMENT") of the TOWN in the type and form generally used in connection with the issuance of securities such as the BONDS in the conventional open market for the purpose of disclosing certain data with respect thereto; and,

WHEREAS, the TOWN desires to engage H. J. Umbaugh & Associates, certified public accountants (hereinafter referred to as the "ACCOUN- TANTS") to assist the TOWN in connection with the preparation and distribution of the OFFICIAL STATEMENT by the TOWN should same be necessary; and,

WHEREAS, the TOWN desires to finance the PROJECT from proceeds of the sale of the BONDS to the FmHA through a financing agreement with the Federal Government which requires the preparation and ex- ecution of certain documents regarding same; and,

WHEREAS, the TOWN desires to engage Michael M. Maschmeyer, (hereinafter referred to as the "ATTORNEY") to assist the TOWN in connection with the preparation and completion of the FmHA loan to be secured by the BONDS; and,

WHEREAS, the TOWN desires to engage the services of Ice, Miller, Donadio & Ryan, Attorneys-at-Law (hereinafter referred to as "BOND COUNSEL") for the purposes of preparing the transcript of proceedings evidencing the debt and furnishing an opinion with respect to the validity of the BOND issue which will include a statement as to the exemption of interest income on such obligations from Federal and State income taxes:

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, UPON MOTION DULY MADE AND SECONDED, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SELLERSBURG, INDIANA, THAT:

1. That the TOWN hereby retains the services of the ACCOUNTANTS for the purposes of the PROJECT pursuant to the terms and conditions set forth in an agreement executed simultaneously with this resolution and of even date herewith, a copy of which is attached hereto and made

a part hereof as if fully recited herein and is marked as "EXHIBIT 'A'"; and,

2. That the TOWN hereby retains the services of the ATTORNEY for the purposes of providing the TOWN with all basic legal services required for the PROJECT pursuant to the terms and conditions set forth in a legal services agreement executed simultaneously with this resolution and of even date herewith, and attached hereto and made a part hereof as if fully recited herein and marked as "EXHIBIT 'B'"; and,

3. That the President and the Clerk-Treasurer of the TOWN Board of Trustees of Sellersburg, Indiana, are hereby authorized to take any and all necessary steps and action and to execute any and all necessary documents required by the Federal Government, United States Department of Agriculture, Farmers Home Administration, to secure a loan by the sale of the BONDS to the FmHA, which documents include, but are not limited to, the certification of officers and seal identification of the TOWN of Sellersburg, Indiana, the Equal Opportunity Agreement, and the Assurance Agreement under Title VI, Civil Rights Act of 1964, all of which are attached hereto; and,

4. That the TOWN hereby retains the services of the BOND COUNSEL for the purposes of preparing the transcript of proceedings evidencing the debt and furnishing an opinion with respect to the validity of the BOND issue which will include a statement as to the exemption of interest income on such obligations from Federal and State income taxes, and which BOND COUNSEL shall receive the compensation as set forth in FmHA Guide 14A.

IN WITNESS WHEREOF, the Board of Trustees of the Town of Sellersburg, County of Clark, State of Indiana has duly adopted this Resolution and caused this Resolution to be executed and adopted on this 27th day of December 1982.

TOWN OF SELLERSBURG, INDIANA  
BY ITS BOARD OF TRUSTEES:

BY: Carl E. Kamer  
CARL E. KAMER, President

(SEAL)

BY: Mrs. Thomas W. Wilkerson  
MRS. THOMAS W. WILKERSON, Board  
Member

ATTEST:

BY: William R. Collier  
WILLIAM R. COLLIER, Board  
Member

Anna L. McCartney  
ANNA L. McCARTNEY, Clerk-Treasurer

RESOLUTION OF ALL TOWN TRUSTEES PRESENT  
TO CONSIDER ORDINANCE NO. 367 REGARDING  
DIVISION OF TOWN INTO DISTRICTS FOR  
ELECTION OF TOWN TRUSTEES AND WHETHER  
TOWN TRUSTEES ARE TO BE ELECTED AT LARGE  
OR BY RESIDENTS IN EACH DISTRICT

WHEREAS, Ordinances Nos. 365 and 366 divide the town of Sellersburg into districts or wards and provide that each member of the Town Board of Trustees is to be elected by the voters of the district in which he or she resides rather than at large; and,

WHEREAS, I.C. 36-5-2-9.8 provides that a two-thirds vote of all elected members, after unanimous consent of the members present to consider the ordinance, is required to pass an ordinance of the legislative body on the same day or at the same meeting at which it is introduced; and,

WHEREAS, the Town Board of Trustees by unanimous consent has concluded that it is necessary to consider Ordinance No. 367, which repeals Ordinances Nos. 365 and 366;

NOW, THEREFORE, BE IT RESOLVED, that all members of the Town Board of Trustees present at this special meeting of the Town Board of Trustees, consent to the consideration of proposed Ordinance No. 367 concerning the repeal of Ordinances Nos. 365 and 366, which concern the division of the Town of Sellersburg into three (3) separate districts and require that each Trustee of the Town Board be elected by the voters of the districts in which such trustee resides.

This Resolution No. 82-R-44 is passed and adopted by the Board of Trustees of the Town of Sellersburg, in special session on this 31st day of December, 1982.

TOWN OF SELLERSBURG, INDIANA,  
BY ITS BOARD OF TRUSTEES:

  
CARL E. KAMER, Town Executive

  
NANCY WILKERSON, Board of  
Trustee

ATTEST:

  
WILLIAM R. COLLIER, Board of  
Trustee

  
ANNA L. MCCARTNEY, Clerk-Treasurer

DATED: 12/31/82