



25 June 2024

Mayor Guy Titus  
Board of Works and Public Safety  
10 South State St.  
Greenfield, IN 46140

Re: Infrastructure Damage Release

Mayor and Board Members,

This is the final settlement for the damages incurred to our 12" Water Main on Windswept Road from January 2024. I request the Board of Public Works and Safety to accept the Property Damage Release document as presented. I request the Board for a motion to authorize the Mayor to execute the release. Once executed we will send it back to the insurance company requesting the check be issued to the City of Greenfield Water Utility to be deposited in the Utilities Operating Fund.

I welcome any questions the Board may have on this request.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Charles Gill", written over a faint, illegible background.

Charles Gill  
Water Utility Manager

cc: Jane Webb, Utility Coordinator  
Gregg Morelock, City Attorney  
Lori Elmore, Clerk-Treasurer

# PROPERTY DAMAGE RELEASE

CLAIM # A00005634431

RELEASE BY City of Greenfield Water Utility ("Releasor(s)").

- 1. RELEASE.** For the consideration of Fourteen Thousand Nine Hundred Thirty 06/100 dollars (\$ 14,930.06 ), I/we, and for my/our heirs, representatives, successors, and assigns, hereby release and forever discharge Mark Morron Excavating his/her/their/its heirs, executors, administrators, insurers, successors, and assigns (Collectively, "Releasees"), from any and all claims and/or causes of action arising from or by reason of any and all property damage, foreseen or unforeseen, known or unknown, which has been or may be sustained by me/us arising out of the incident that occurred on or about January 31, 2024, at or near 400 Windswept Rd in Greenfield the State of IN ("the Loss").
- 2. CLAIMS.** The consideration above is specifically applicable to and payable to me/us in full and final settlement of any and all liability claims for any and all damage to any property, real or personal, of mine/ours, whether known or unknown, foreseen or unforeseen or which may later develop, arising out of the Loss.
- 3. RIGHT OF CONTRIBUTION and JOINDER.** I/we release and discharge Releasees from any right of contribution that I/we may have, relative to claims of others that may be brought against me/us by reason of the Loss. I/we will not join nor attempt to join the Releasees in any capacity, in any action that may be brought against me/us arising out of the Loss. In the event that any other person or entity joins or attempts to join Releasees into any suit, action or proceeding in which I/we seek compensation for property damage I/we suffered or may suffer as a result of the Loss, I/we agree to mark any judgment or award against Releasees satisfied in full, without any further payment by Releasees.
- 4. LIENS AND EXPENSES.** This Release includes any and all present and future liens or claims for subrogation against the payments to be made according to this Release. I/we agree that I/we are responsible for the payment of any liens or charges against the payments to be made hereunder, should any such liens, subrogation claims or claims for expenses and charges be asserted.
- 5. NO ADMISSION OF LIABILITY.** I/We understand that this settlement is the compromise of a disputed claim, and that the payment is not an admission of liability on the part of Releasees, which liability is specifically denied.

**WARNING: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.**

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Signature of Releasor	Printed Name of Releasor	Date
<input type="checkbox"/>	<input type="checkbox"/>	
Signature of Releasor	Printed Name of Releasor	Date

## WITNESS

Signature of Witness	Printed Name of Witness	Date
Signature of Witness	Printed Name of Witness	Date