

**SELLERSBURG TOWN COUNCIL
MEETING MINUTES
JUNE 26, 2023 | 316 E UTICA STREET | SELLERSBURG, IN 47172**

CALL TO ORDER

President Brad Amos called the meeting to order at 6:00 p.m.

ROLL CALL OF MEMBERS:

Present: President Brad Amos, Vice-President Scott McVoy, Second Vice President Terry Langford, Member Randy Mobley, Member Matt Czarnecki, Town Attorney Jacob Elder, Town Manager Charlie Smith and Clerk Treasurer Michelle Miller.

Absent:

PRAYER AND PLEDGE OF ALLEGIENCE

MOTION TO ADOPT THE AGENDA AS PRESENTED:

MOTION/SECOND: MCVOY/CZARNECKI VOTE: 5-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

MOTION/SECOND: MCVOY/CZARNECKI VOTE: 5-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE CLAIMS:

MOTION/SECOND: MCVOY/CZARNECKI VOTE: 5-aye, 0-nay, motion approved.

APPROVAL OF MAY PAYROLL ALLOWANCE DOCKET:

MOTION/SECOND: MCVOY/CZARNECKI VOTE: 5-aye, 0-nay, motion approved.

ORDINANCES & RESOLUTIONS:

1. 2023-OR-014 AMENDING SECTION 130 OF THE CODE OF ORDINANCES:

First Reading: Motion/Second: Czarnecki/Mobley Vote: 5-aye, 0-nay, motion approved.

Waive 2nd Reading: Motion/Second: Czarnecki/McVoy Vote: 5-aye, 0-nay, motion approved.

Approval: Motion/Second: Czarnecki/Mobley Vote: 5-aye, 0-nay, motion approved.

2. 2023-OR-015 TRANSFER OF FUNDS | PLANNING & ZONING FUND

First Reading: Motion/Second: Czarnecki/Langford Vote: 5-aye, 0-nay, motion approved.

Waive 2nd Reading: Motion/Second: Czarnecki/McVoy Vote: 5-aye, 0-nay, motion approved.

Approval: Motion/Second: McVoy/Mobley Vote: 5-aye, 0-nay, motion approved.

**SELLERSBURG TOWN COUNCIL
MEETING MINUTES
JUNE 26, 2023 | 316 E UTICA STREET | SELLERSBURG, IN 47172**

NEW BUSINESS:

1. **CLARK COUNTY REMC RELOCATION REIMBURSEMENT AGREEMENT APPROVAL | TOWN MANAGER CHARLIE SMITH:**
MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 5-aye, 0-nay, motion approved.
2. **APPROVAL OF QUOTE FROM STRAEFFER PUMP & SUPPLY, INC. IN THE AMOUNT OF \$27,267.00 FOR FALLING CREEK WASTEWATER LIFT STATION RENOVATION | TOWN MANAGER CHARLIE SMITH:**
MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 5-aye, 0-nay, motion approved.
3. **NEW FUEL PUMP INSTALLATION AT THE WWTP | TOWN MANAGER CHARLIE SMITH | DISCUSSION ONLY:**

RECEIPT OF STAFF REPORTS:

TOWN MANAGER, CHARLIE SMITH:

Gives updates on various projects.
Advises that the Town received a \$20,000.00 Lead and Copper Grant.

TOWN ENGINEER, JACOBI, TOOMBS & LANZ | LORI WYATT:

Gives project status updates

CLERK TREASURER, MICHELLE MILLER:

Advises Budget Estimates are due to her office by July 31st and requests a 2024 Budget and Salary Ordinance Workshop be scheduled for August 28th at 4:30.

ADJOURNMENT:

Motion/Second to adjourn: MCVOY/CZARNECKI VOTE: 5-aye, 0-nay, motion approved.
Time adjourned: 7:03 p.m.

Minutes approved this **10th** day of **JULY, 2023**

Brad J. Amos, Council Member

Matt Czarniecki, Council Member

Scott McVoy, Council Member

Terry Langford, Council Member

Randall Mobley, Council Member

Attest: Michelle D. Miller, Clerk Treasurer

RELOCATION AND REIMBURSEMENT AGREEMENT

Work Description: Relocate Electric Lines existing along the roadway(s), or sections thereof, known as St. Joe Road East which roadways run from STA 12+60.00 to STA 12+60.00.

Project No. 21020

Agreement No. _____

County: Clark

Municipality: Town of Sellersburg

THIS RELOCATION AND REIMBURSEMENT AGREEMENT (“**Agreement**”) is entered effective as of _____ (the “**Effective Date**”) by and between THE TOWN OF SELLERSBURG, a town in the State of Indiana with its principal office located at 316 E Utica Street, Sellersburg, IN 47172 (“**Public Entity**”), and CLARK COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION, an Indiana rural electric cooperative duly organized and existing under Ind. Code 8-1-13 with its principal place of business located at 7810 Highway 60, Sellersburg, Indiana 47172 (“**Clark County REMC**”). Public Entity and Clark County REMC may be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

Recitals

This Agreement is based on the following recitals which shall be, and are hereby, made a substantive part of this Agreement:

WHEREAS, Public Entity desires to improve, widen, reconfigure, expand, or otherwise change that certain segment of roadway(s) (which may include bridge repairs and culvert replacements) within its jurisdictional boundaries (the “**Project**”); and

WHEREAS, the Project runs from STA 12+60.00 to STA 12+60.00 (the “**Roadway**”); and

WHEREAS, Clark County REMC is an electric cooperative organized for the purpose of distributing electric energy to its members; and

WHEREAS, Clark County REMC has electric lines and other electric utility facilities located along the Roadway that will have to be abandoned or removed and relocated in order for Public Entity to complete its Project; and

WHEREAS, Public Entity has requested Clark County REMC to relocate Clark County REMC’s existing electric facilities that are within the area of the Project to allow Public Entity to complete the Project; and

WHEREAS, Public Entity has agreed to pay all of Clark County REMC’s costs and expenses (including labor costs) of removal and relocation of its electric facilities and to reimburse such costs and expenses based on monthly progress billing invoices; and

WHEREAS, Clark County REMC has agreed to remove and relocate its electric lines and other electric utility facilities within the area where, as needed, Roadway is being improved, widened, reconfigured, expanded, or otherwise changed (the “**Project Area**”) and to construct new electric utility

lines and facilities outside the Project Area as is necessary to maintain electric service to its members all in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein the Parties agree as follows:

A. RELOCATION WORK:

- i. All of Clark County REMC's work incidental to the removal and relocation of its utility facilities ("**Relocation Work**") shall be performed by Clark County REMC with its own forces and/or Contractor(s) paid under a contract secured by Clark County REMC.
- ii. Public Entity acknowledges that other entities ("**Third Party Attachers**") have the legal right to attach their lines and facilities to Clark County REMC poles. In the event that any such lines and facilities not owned by Clark County REMC are attached to any Clark County REMC poles within the Project Area, Clark County REMC shall notify Public Entity of the location of all such poles and the owner or operator of such lines and facilities. Public Entity and Clark County REMC shall both be obligated to notify such Third Party Attachers of the deadline by which their lines and facilities must be removed and transferred; however, Clark County REMC does not incur any liability for the failure of such facilities to be removed before any Project deadline.
- iii. Public Entity acknowledges that there are some locations where Clark County REMC has its lines and facilities attached to poles owned by other entities. Clark County REMC shall notify Public Entity if any such poles are located within the Project Area and the name of owner or operator of the company(ies) that own or operate such poles. Clark County REMC does not incur any liability for the failure of such poles to be removed before any Project deadline(s).
- iv. Public Entity's engineering drawings showing the detailed plans for Relocation Work are set forth in a certain Utility Layout Sheet prepared by Jacobi, Toomes, and Lanz, Inc., dated October 17, 2022, and attached herewith and incorporated herein by reference as a substantive part of this Agreement, marked Exhibit A.
- v. Clark County REMC may make necessary changes to such detailed plans prior to or during the progress of the Relocation Work so long as any such change does not interfere with Public Entity's Project or diminish the ability of Clark County REMC to deliver safe and reliable electric service to its members.
- vi. Prior to commencement of Relocation Work, Public Entity shall have first consulted and cooperated with Clark County REMC to establish reasonable periods for the performance of the Clark County REMC Relocation Work and shall afford Clark County REMC sufficient lead time to construct new or relocated electric utility lines and facilities to prevent interruption in service to Clark County REMC members. Public Entity may not establish any arbitrary, capricious or unreasonable completion date for any portion of the Project to be performed by Clark County REMC. Clark County REMC's completion date(s) shall be subject to *force majeure* delays as set forth herein. Reasonable extensions of time, taking into account the nature of the delay and the requirements of the Project shall be granted if Clark County REMC incurs delays in its work for matters beyond its control. Clark County REMC shall notify Public Entity within a reasonable time if Clark County REMC determines that it has incurred a delay for matters beyond its control.

- vii. Prior to commencement of Relocation Work, Public Entity shall have provided Clark County REMC with a copy of Public Entity's work plans and given Clark County REMC ample opportunity to inspect same as they affect the Relocation Work. Clark County REMC may require changes in Public Entity's contractor work procedures where safety or continuity of electric service is involved.
- viii. Clark County REMC will begin Relocation Work within 60 days from the date it receives written notice from Public Entity that the Relocation Work is to begin ("Notice to Proceed") or at such time when Clark County REMC has the materials needed to commence the Relocation Work in hand, whichever date occurs later. The Relocation Work shall be completed within a reasonable number of days following the Notice to Proceed, subject to the *force majeure* provisions set forth herein. Notwithstanding anything contained herein which may be construed to the contrary, Clark County REMC's members shall be provided electric service from the electric distribution facilities to be relocated that shall not be interrupted by Project demands until such time as electric service can be provided via the relocated electric distribution facilities.

B. EASEMENTS:

Notwithstanding anything to the contrary contained herein, Clark County REMC may not be required to complete the Relocation Work before it has secured the easements and temporary construction easements necessary to relocate its electric lines. Public Entity shall reimburse Clark County REMC all costs (including without limitation engineering costs) associated with securing same, if any. If the actual cost of securing such easements exceeds the estimated costs, Public Entity shall reimburse Clark County REMC the actual costs.

C. ESTIMATED RELOCATION COSTS:

It is estimated that the costs of completing the Relocation Work will be \$8452.50; however, Public Entity shall pay the actual costs and expenses of all materials, labor and overheads associated with the Relocation Work regardless of whether the actual costs differ from the estimated costs. Nothing contained herein shall require Public Entity to pay for betterments (as described in the following section titled "Reimbursement").

D. REIMBURSEMENT:

Public Entity shall reimburse Clark County REMC for all its costs of materials, labor and overheads including, but not limited to, the costs of (a) engineering services, (b) securing easements, (c) "before you-dig" location services, (d) additional work resulting from unknown subsurface conditions, and (e) all other costs incidental to the Relocation Work. In the event Clark County REMC purchases an item of replacement material which is upgraded or enhanced as compared to the item of material being replaced, Public Entity shall not be required to reimburse Clark County REMC for the betterment costs. For the sake of clarity Public Entity will nevertheless be required to pay the cost that would have been incurred for a new like-kind item used in the Relocation Work unless the original item from the Project Area was reused or repurposed in the relocation area.

E. PAYMENT METHOD / PROGRESS BILLING:

Clark County REMC shall submit a request for payment monthly for Relocation Work. Public Entity shall pay each request for payment within thirty (30) of receipt thereof.

F. FORCE MAJEURE:

Clark County REMC shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by reasons, events or causes beyond its reasonable control and occurring without its fault or negligence, due to such things, without limitation, as industry wide strikes or other labor troubles, governmental restrictions and limitations, inability to secure or delays in securing needed easements, unusual shortages of labor and materials, supply chain issues, war or other national emergency, delay in transportation, accidents, fire, damage or other casualties, natural disasters, including without limitation floods, earthquakes, hurricanes and other adverse weather conditions (including without limitation rain and snow), which preclude or materially limit Clark County REMC's ability to complete any removal and relocation work deadline(s) under this Agreement. Clark County REMC shall give Public Entity reasonable notice of the cause of the delay unless it is a local weather event known by Public Entity.

G. COMPLIANCE WITH LAWS:

Clark County REMC and Public Entity shall comply with all laws, rules and regulations of all federal, state, and local governmental bodies having jurisdiction relating to the termination of electric service inside and outside of the Project Area and the Relocation Work.

H. PERMITS AND INSPECTIONS:

Public Entity shall cooperate with Clark County REMC in securing and expediting, to the extent practicable, the issuance of permits and the inspection of work to be performed with a view toward the completion of the work required to be done by Clark County REMC within any time deadline allowed or required pursuant to this Agreement.

I. PROTECTION OF SERVICE TO EXISTING MEMBERS:

Prior to discontinuing, relocating or abandoning any Clark County REMC facilities, Clark County REMC shall determine that no existing member will be left without electric service for any period of time longer than it takes to transfer power from the abandoned to the new distribution facilities regardless of whether such existing member shall be located within or outside of the Project Area. Clark County REMC shall not be required to discontinue service to any member until alternate means of providing electric service to the member has been constructed. If such delays will delay the completion of Relocation Work beyond any completion date as may be set forth herein, Clark County REMC shall notify Public Entity of such fact and Public Entity shall grant an extension of time for the completion of Clark County REMC work. Clark County REMC will use its best efforts to avoid such delays in providing alternate means of service to its members. Public Entity shall reimburse the cost, if any, of providing such alternate means of service to Clark County REMC's members.

J. INDEMNITY; LIABILITY; INSURANCE:

The Parties agree that each shall bear responsibility and liability for their negligent acts in which damages are incurred to any person or property or both arising directly or indirectly out of or in connection with this Agreement or the performance of work under it and to the extent damages are incurred as the result of the actions of their officers, employees, agents or contractors. Each responsible Party shall defend and indemnify the other Party for any negligent acts, errors or omissions committed by it, its officers, employees, agents or contractors, except as may be prohibited by law.

Each Party represents and warrants it maintains comprehensive primary non-contributory general liability insurance and all coverages required by law sufficient for the purpose of carrying out the duties and obligations arising under this Agreement. Each Party shall provide the other Party with a copy of its certificate of insurance upon request.

K. NOTICES:

All notices related to this Agreement shall be in writing, directed to the designated representatives of the Parties as indicated below, and delivered by (a) certified mail with return receipt requested, (b) hand delivery with signature or certification, or (c) email. For official email notice, (a) the email subject line must include at least "Official Agreement Notice – Agreement No. [Agreement Number at the Top of Page 1 of the Agreement]" and (b) the email must include a PDF copy of this Agreement. Notice shall be deemed effective on the date received. The Parties agree to actively maintain their respective email addresses listed below, but the Parties may change their notice contacts, including email addresses, at any time by written notice to all Parties. The initial representatives of the Parties are as follows:

Clark County REMC's Notice Contact:

Jason Clemmons
Chief Executive Officer
7810 Highway 60
Sellersburg, IN 47172
Email: jclemmons@clarkremc.coop
Phone: 812-246-3316

Public Entity's Notice Contact:

Charlie Smith
Town Manager
316 E Utica St.
Sellersburg, IN 47172
Email: info@sellersburg.org
Phone: 812-246-3821 opt. 8

L. OTHER CONTRACT TERMS:

- i. *Legal Authority:* Each Party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, articles of incorporation/organization, bylaws, and/or applicable law to exercise that

authority, and to lawfully authorize its undersigned signatory(ies) to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a Party warrant(s) that such person(s) have full authorization to execute this Agreement. This Agreement shall not be binding upon Clark County REMC, its governing board unless signed by Clark County REMC's authorized representative.

- ii. *Entire Agreement, Changes, and Amendment*: This Agreement constitutes the entire agreement between the Parties and supersedes all previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement. No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the Parties.
- iii. *Governing Law, Jurisdiction, and Venue*: Each Party agrees to comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders in the performance of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Indiana without regard to its conflict of law provisions.
- iv. *Assignment*: This Agreement shall not be assigned without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors, heirs, legal representatives, and permitted assigns of the Parties.
- v. *Waiver and Severability*: No waiver of any breach of any provision of this Agreement shall operate as a waiver of any other or subsequent breach thereof or of the provision itself, or of any other provision. No provision of this Agreement shall be deemed to have been waived unless such waiver be in writing and signed by the Party waiving the same. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- vi. *Headings*: Paragraph headings are for reference and convenience only and shall not be determinative of the meaning or the interpretation of the language of this Agreement.
- vii. *Incorporation of Recitals and Exhibits*: The recitals and exhibits of this Agreement are incorporated herein by this reference as if set forth in full herein.
- viii. *Time Periods*: All time periods in this Agreement shall be deemed to refer to calendar days unless the time period specifically references business days; *provided*, if the last date on which to perform any act or give any notice under this Agreement shall fall on a Saturday, Sunday, or local, state, or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day.
- ix. *Execution and Counterparts*: This Agreement may be executed with electronic signatures and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile signatures, electronic signatures, and e-mailed PDF copies of original signatures shall be deemed to be original signatures for all applicable purposes and in accordance with the Uniform Electronic Transactions Act, Ind. Code 26-2-8, *et seq.*, as amended from time to time.

[Signatures and Exhibits Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below when signed by the last of the Parties.

CLARK COUNTY REMC:

PUBLIC ENTITY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attesting Witness for Clark County REMC:

Attesting Witness for Public Entity:

Signature

Signature

Printed Name

Printed Name



Straeffer Pump & Supply, Inc.

Since 1967

April 11, 2023

Straeffer Quote #: JPG29548

To: Town of Sellersburg
Mr. Jim Blincoe

Subject: Fallen Creek Lift Station Electrical Renovation

We are pleased to offer the following estimate for your consideration. We are quoting an electrical control panel with variable frequency drives for phase conversion.

One (1) - Pump control panel housed in a NEMA 4X stainless steel enclosure on 18" stand kit to include: main power distribution block; pump circuit breakers; variable frequency drives for phase conversion; stainless steel cooling fan and thermostat; enclosure heater; Primex PC3000XC primary controller; Primex DPC-4F back-up float controller; indicator lights for "pump run", "seal fail" and "VFD fail"; HOA switches; elapsed time meters; duplex alternator; dry contacts for customer supplied dialer; alarm light and alarm horn

One (1) - Submersible pressure transducer for primary control of the lift station

Four (4) - Mechanical floats with 25' cable and stabilizing weight for back-up control of the lift station

Your Price, FOB Shipping Point, Freight Allowed..... \$ 23,987.00

One (1) - Lot; labor
 > Remove existing control panel
 > Mount new control panel
 > Install customer supplied dialer
 > Test run and release for operation

Your Price, FOB Shipping Point, Freight Allowed..... \$ 3,280.00

NOTES:

1. **Exclusions:** Three phase pumps; service disconnect; nothing on the service switch rack; conduit and conduit seal-offs; power meter; grout and all concrete structures. Only the listed items are included.
2. Please allow 1-2 weeks after receipt of equipment to schedule a technician.
3. Estimated lead time is 10 – 12 weeks after receipt of order.

P.O. Box 99 . Chandler, IN 47610 | 8055 State Rd 62 W . Chandler, IN 47610
V: 800.837.7867 | V: 812.476.3075 | F: 812.476.5164
www.straefferpump.com

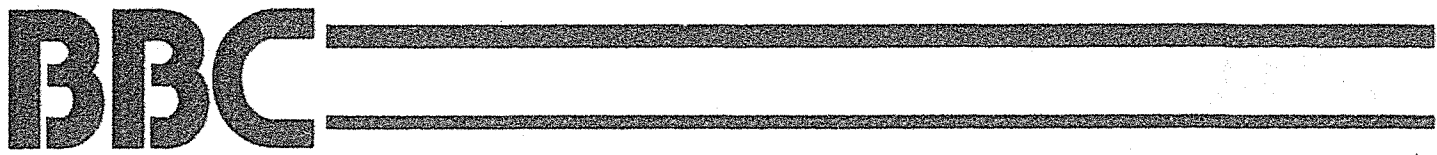
Approved: 6/26/23 TC Meeting

Our terms with approved credit are Net 30 days with 1.5 % interest added to past due accounts, as well as all costs and expenses incurred in collecting any amount due, including reasonable attorney's and collection fees. We also accept, for your convenience, Master Card, Visa, American Express, and Discover credit cards. No taxes are included in our prices and should be added if applicable. Prices are good for 30 days from the proposal date.

Sincerely,

Jeff Gee
Inside Sales Coordinator

Cc: Tim Bertram, Vice President SP&S



BBC

Pump and Equipment Company, Inc.

May 22, 2023
Sellersburg

Town of Sellersburg
103 S. New Albany Street
Sellersburg, IN 47172

Attention: Jim Blincoe jbsan44@aol.com

Subject: Falling Creek Estates Control Panel Upgrade. New VFD' s in Enclosure for Phase Conversion Using Existing Pumps Control Panel.

QTY 1 – CCT Enclosure with VFD's for Phase conversion panel to consist of following components. Type 4X stainless steel enclosure (72"X 60"X 18"), Painted steel back panel, Air-Conditioner-8,500BTU, Pump incoming power block, Air-Conditioner circuit breaker, Control circuit breaker, VFD-Square D ATV630, Control transformer, Lights and switches to be oil tight, Run lights, VFD fail lights, Required control relays, Terminal strip and ground lugs, UL 508A Labeled and Listed.

Complete Installation: Startup and test for proper system operation.....Total Cost: \$41,750.00
Notes. Please allow 4-6 weeks for equipment delivery. The quote is valid for 30 days.

Thank you for the opportunity to quote. Please contact me anytime at your convenience if you have any questions or concerns.

Yours truly,

Jeff Cravens

BBC

Pump and Equipment Company, Inc.

May 22, 2023
Sellersburg

Town of Sellersburg
103 S. New Albany Street
Sellersburg, IN 47172
Attention: Jim Blincoe jbsan44@aol.com

Subject: Fall Creek Estates Control Panel Upgrade. New Panel designed for phase conversion.

QTY 1 – CCT Duplex Control Panel 230V Phase Conversion – 1 PH incoming, 230V 3 PH outgoing, 230V Phase conversion -20 hp, @68FLA. Panel Includes: Type 4X stainless steel enclosure (72" x 72" x 18"), Painted steel back panel and aluminum inner door, air-conditioner- 8,500BTU, Power distribution block, Pump power block, Pump circuit breakers, Air-conditioner circuit breaker, Control Circuit breaker, Receptacle circuit breaker, Voltage monitor, Lightning arrestor, VFD-Square D ATV630, Control transformer, Alternator, Intrinsically safe relay, Lights and switches to be oil tight, Hand-off-Auto selector switches, Alarm On-off-Test selector switch, Run lights, VFD fail lights, Seal fail lights, Elapsed time meters, Flashing alarm light, Alarm horn with silence, Strip heater, Receptacle mounted in inner door, Required control relays, Terminal strip and ground lugs, UL 508A labeled and listed.
Complete Installation: Startup and test for proper system operation.....**Total Cost: \$49,998.00**

Notes. Please allow 4-6 weeks for equipment delivery. The quote is valid for 30 days.

Thank you for the opportunity to quote. Please contact me anytime at your convenience if you have any questions or concerns.

Yours truly,

Jeff Cravens



INDIANA PUMP WORKS, LLC
We Make Flow Happen

A Veteran Owned Small Business
Quotation

Indiana Pump Works, LLC
5351 E THOMPSON RD. SUITE 221
INDIANAPOLIS, IN 46237
317-360-PUMP

April 5, 2023

To: Jim Blincoe
Town of Sellersburg

Ref: Falling Creek Lift Station

Jim,

Thank you for the opportunity to provide you with a quote to replace your existing Ronk Add-A-Phase and controls with a new custom duplex control panel that uses VFD's for phase conversion.

Scope of Work:

- Set up temporary bypass pump for level control of the wet-well during project construction.
- Disconnect power supply from transfer switch to and remove existing Ronk Add-A-Phase.
- Disconnect pumps, transducer, floats, Verbatim monitoring system and any other equipment and remove existing control panel.
- Mount new control panel to existing concrete basin cover by means of concrete anchors.
- Attach new conduit from disconnect to existing underground conduit and pull new electrical wires to control panel and connect power supply.
- Make all necessary punch out holes to run wires for pumps, level transducer, floats and Verbatim monitoring device.
- Mount Verbatim monitoring device to the back of new control panel.
- Reconnect pumps, level transducer, floats and Verbatim to new control panel. Install new transducer and floats in wet-well.
- Engage power to new control panel and test all equipment the ensure proper function.
- Clean up and dispose of all equipment to be discarded.

Control Panel:

Duplex phase conversion control panel with 230V 1Ph incoming power and 230V 3Ph outgoing, 54.4 FLA, 20HP. Nema 4x SST freestanding enclosure to measure 62"x48"18", Nema 4x SST air conditioner, Interior LED panel lights, painted steel back panel and aluminum inner door, power distribution block, motor circuit breakers, control circuit breaker, secondary circuit breakers, phase conversion VFD's, control transformer, 22mm door mounted lights and HOA switches, run lights, seal fail/pump fail circuitry and lights, alarm test switch, alarm buzzer with PTS, flashing red light, lightning arrestor, surge capacitor, alternator with selector switch, elapsed time meters, required control relays, terminal strips and ground lugs, Keller level rat transducer main level control with 4 float backup, PD6000 controller, ISB for 4 floats and transducer.

Total Cost of Equipment and Labor \$54,700

Deduct \$3,000 if customer provides bypass pumping



INDIANA PUMP WORKS, LLC
We Make Flow Happen

Indiana Pump Works, LLC
5351 E THOMPSON RD. SUITE 221
INDIANAPOLIS, IN 46237
317-360-PUMP

If you find this quote acceptable and would like to proceed, please sign below, and return with a purchase order. Current lead time is 10-14 weeks from date of order, subject to prior sale. Terms are net 30 from date of delivery, this quote covers equipment only, unless otherwise specified. Indiana Pump Works LLC requires a valid tax-exempt certificate at the time of sale, otherwise Indiana sales will be collected. All prices are good through quoted delivery based on receiving an order within 30 days of this quote. Freight included.

If you have any questions, please feel free to contact me.

Sincerely,

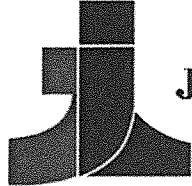
Chad Fewell

Chad Fewell
Sales

ACCEPTANCE BY _____
Signature Date

Company Name Date

Purchase Order#



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



**TOWN OF SELLERSBURG
PROJECT STATUS REPORT**
(Updates are in bold blue and italics)

June 26, 2023

GENERAL

- *Ziptility launch scheduled for Wednesday, June 28th for all departments.*
- *Application for Indiana Finance Authority (IFA) Lead Service Line (LSL) Inventory Funding Program received initial approval for \$20,000. Working with IFA to finalize funding.*

WATER

System Connection to IAWC

- Pre-bid meeting was held on 6/28/2022. Bids were opened on 7/8/2022. Bid awarded to Excel Excavating for \$248,125 on 7/11/2022.
- Contract to be signed by Town, effective date of contract to be 7/25/2022.
- Contract time to start on 11/14/2022, based on anticipated material lead times:
 - Substantially complete by 2/12/2023.
 - Final completion due on 3/14/2023.
- Pre-construction meeting held on 11/14/2022. Construction is expected to begin mid-December, upon arrival of majority of materials.
- Contractor began work on 1/4/2023. Work is still planned to be completed before 4/1/2023.
- Valve and hydrant to be installed on raw water main on 2/15/2023 with work beginning at 2:00 am to be completed by 6:00 am.
- Contractor installed incorrect actuator on flow control valve.
 - *Sent the specifications and cut sheets for the appropriate valve back to Excel.*

WASTEWATER

Butler Road Sewer Service

- Initial survey is complete. A topographic survey is underway.
 - Additional property line research has been completed. Exhibit to be reviewed with Town Manager.
- *Design on hold due to field discovery of actual existing pressure system in place to serve the households in question. Construction cost estimate is approximately \$300,000 to convert existing pressure system to gravity.*

Corporate
1829 E. Spring Street
Suite 201
New Albany, IN 47150
812-945-9585

Kentucky
2307 River Road
Suite 203
Louisville, KY 40206
502-583-5994

Central Indiana
1060 N. Capitol Avenue
Suite E360
Indianapolis, IN 46204
317-829-3474

Southern Indiana
124 Bell Ave
Clarksville, IN 47129
812-288-6646

WWTP Construction

- Relocation of the outfall to avoid field located utilities has resulted in additional rock excavation. Pace Contracting (Contractor) is preparing a proposed change order for the additional work.
- Issues with the existing Clarifier No. 3 and No. 4 Scum Pump Station have been identified and additional work will be required to fix the level control system and mixer, resulting in additional costs.
 - The Scum Pump Station equipment has been ordered by the Town, installed, and is functioning properly.
- Work is continuing on the UV Basin. Most electrical work is expected to be completed in February.
 - Electrical work has been completed. UV startup and training is completed.
 - UV disinfection was placed into operation by 4/1/2023, as required by the Town's NPDES permit. Effluent has been in compliance with the permit's disinfection requirements.
- On 11/14/2022, IFA was on-site to audit for State Revolving Fund (SRF) compliance. No issues were identified.
- A safety review of the new processes has been conducted by Plant Operations staff. Their review comments are being addressed.
- The Wastewater Department has requested the existing Headworks building be saved and rehabilitated for equipment storage. A meeting was held onsite to discuss required rehabilitation. Rehabilitation will be limited to removal of equipment pads and covering equipment wall openings with metal.
- Site grading and sidewalks are underway.
 - *Revisions to the site grading plan are being developed to address the proposed site enhancements, provide additional utility vehicle parking area (8 to 9 additional parking spaces), and address area where the existing pavement requires additional asphalt depth to provide a longer-term service life.*
 - *JTL has recommended existing asphalt and subgrade in several areas around the plant's existing road surface be cut down an additional 3 inches and rolled, compacted, and proof rolled to identify soft soil areas. The soft soil areas will be excavated and stabilized with additional depth of asphalt.*
- Clarifier No. 1 demolition is complete and Clarifier No. 2 rehabilitation is complete.
- Several additional valves and piping of the RAS to the Headworks have been recommended by the operations group to improve the removal of rags and debris that are causing plugging of pipes and equipment. Their costs will be included in the next change order.
- Work continues on the rehabilitation of the existing Oxidation Ditches. The new flow splitter box concrete and gate installation is complete. Concrete repair of existing cracks is underway and should be completed in the next 30 days.
 - *Concrete repairs on the two existing oxidation ditches have been completed. The existing groundwater pressure relief valves have been found to be defective and need to be replaced. Options to replace these valves are being investigated. Replacing these valves has delayed start-up of the two existing Oxidation Ditches. The manufacturer's service technicians are scheduled to be onsite on July 17th to conduct the ditch startups. Once this has been completed, the existing oxidation ditches will be placed back into service.*

- Concrete work on the Reaeration Basin has been completed. Installation of the diffusers and air piping is completed.
- The new Headworks, Oxidation Ditch No. 3, and two 72-foot Clarifiers have been in continuous operation since the beginning of the year and have satisfactorily met all effluent permit limits.
- Contractor has assisted operations staff with dewatering of solids in the plant. A rental belt filter press has been placed delivered to the plant to help dewater accumulated solids. The press will be on-site until 5/20/2023.
- The new Dewatering Building and equipment is being installed by the Contractor and is expected to be operational in early April.
 - This has been delayed due to a setback in the delivery of equipment and conveyor support equipment. Start-up of the process will not begin until early May.
 - Due to a failure of a water pipe joint, control panel RTU-D3 was exposed to water. It has been classified as defective work and will be replaced. The defective work notice was issued to Contractor on 4/17/2023. *Repair to the damaged control panel was completed by the equipment manufacturer and will be tested as part of regular dewatering operations by plant operations staff.*
- *The Town has requested changes to the site road and paving systems. Working with the Contractor to get revised costs for these changes.*
- *Work on the renovation of the existing operations building is nearing completion and relocation of the staff back into the building should begin in July.*
- Council Tour was conducted on 3/9/2023.
- All major yard piping has been completed.
- Contractor has requested retainage reduction, substantial completion, and initiation of warranty period on the processes that have been placed in operation, as of 1/1/2023. This request was presented 3/13/2023, and a request for approval will be presented 3/27/2023.
- *Construction progress is satisfactory.*

ROAD

CCMG Paving

- The Culvert on N New Albany Street is able to be repaired with CCMG funds (per INDOT). It is slated for the 2022-2 CCMG application.
- Final review of the project and a punch list was created. Contractor has been made aware of the required corrective work and will put it on their schedule.
 - JTL has confirmed that the Contractor's corrective work has been completed.
- Final change order was signed 11/28/2022.
- Close-out is complete and has been sent to INDOT.
 - Completion letter was signed and submitted to INDOT on 3/22/2023.
- The 2022-2 CCMG Application has been awarded.
 - Bids opened just prior to meeting and will be reviewed to confirm award.
 - Low bidder was Wingham Paving. Contract was signed on 2/27/2023.
 - Waiting on funding from INDOT to issue Notice to Proceed. Notice to Proceed was issued 4/17/2023.
- Contractor began work 5/29/2023. There are sixteen (16) streets scheduled to be resurfaced. To date, the following work has been completed:
 - Paving: Nugget Court, Lakeside Drive, and Sterling Court
 - Concrete Work: Dora Drive

Camp Run Parkway (Town) Portion

- MAC Construction is the Contractor. JTL providing full-time on-site inspection.
- All asphalt has been installed except for the final 1.5-inch surface course.
- All concrete curb and gutter and median curbs have been installed.
- All concrete sidewalk and decorative stamped/colored concrete have been installed.
- Finish grading has been completed and sod and seed has been installed.
- Installation of tree plantings, landscaping, and landscape rock are complete.
- Final surface asphalt has been installed.
- Striping and pavement markings have been installed.
- Construction of all items is complete.
- Final punch list inspection held on 5/11/2023.
 - *The Contractor has completed all punch list items. Final retainage pay application has been submitted. The project is being closed out.*

SR 60 (State) Portion

- Project let on 5/5/2022. Did not meet INDOT requirements for an “awardable” project. Project was re-let on 7/13/22. Low bidder was E&B Paving in the amount of \$2,216,659.69. Project is being awarded.
- INDOT has now committed to funding the project in the full bid amount.
- Construction activities have commenced. INDOT is managing the Construction Administration/Inspection. JTL is on-call as needed.
- Forcemain was found to be only six (6) inches below grade. Will require relocation.
 - *Cristiani quote of \$73,100 for work to be completed has been approved. Work was intended to start this week. However, INDOT has now requested plans for the relocation and has prohibited start until they review and approve.*