

SELLERSBURG TOWN COUNCIL

MEETING MINUTES

OCTOBER 16, 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, 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: Vice-President Scott McVoy

PRAYER AND PLEDGE OF ALLEGIENCE

MOTION TO THE AGENDA AS PRESENTED:

Motion/Second: Czarnecki/Mobley

VOTE: 4-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

Motion/Second: Langford/Czarnecki

VOTE: 4-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE CLAIMS:

Motion/Second: Mobley/Langford

VOTE: 4-aye, 0-nay, motion approved.

BID AWARD TO G&G EXCAVATING IN THE AMOUNT OF \$119,450.00 FOR THE DEMOLITION OF 101 S NEW ALBANY STREET (OLD POLICE BLDG) TO BE PAID OUT OF CREDIT:

Motion/Second: Czarnecki/Mobley

VOTE: 4-aye, 0-nay, motion approved.

ORDINANCES & RESOLUTIONS:

2023-OR-022 ADAMS CREEK STREET PARKING:

1st Reading: Motion/Second: Czarnecki/Mobley

VOTE: 4-aye, 0-nay, motion approved.

Wavie 2nd Reading: Motion/Second: Czarnecki/Mobley

VOTE: 4-aye, 0-nay, motion approved.

Approval: Motion/Second: Czarnecki/Mobley

VOTE: 4-aye, 0-nay, motion approved.

UNFINISHED BUSINESS:

1. CHARLES PIERCE, 9108 HIGHWAY 60: Requests the Council extend the privacy fence his entire property line, requests a 6-foot privacy fence across the rear of his property and requests the Poplar tree be removed. No action taken

NEW BUSINESS:

1. **APPROVAL OF CARDINAL FENCE & SECURITY FOR FENCE INSTALLATION FOR 9108 HIGHWAY 60 TO BE PAID FROM CREDIT IN THE AMOUNT OF \$9,258.00:**

Motion/Second: Czarnecki/Langford

VOTE: 4-aye, 0-nay, motion approved.

**SELLERSBURG TOWN COUNCIL
MEETING MINUTES**

OCTOBER 16, 2023 | 316 E UTICA STREET | SELLERSBURG, IN 47172

2. PAYMENT OF WINGHAM PAVING INVOICE 12347 IN THE AMOUNT OF \$16,100.00 FROM THE RAINY-DAY FUND DUE TO INDOT WITHDRAWAL OF REIMBURSEMENT:

Motion/Second: Czarnecki/Mobley VOTE: 4-aye, 0-nay, motion approved.
Town Manager Charlie Smith advises he has submitted a Tort Claim to INDOT to be reimbursed the \$16,100.00

3. FGHS LLC 50' RIGHT-OF-WAY DEED DEDICATION | OLD STATE ROAD 60:

Motion/Second: Langford/Czarnecki VOTE: 4-aye, 0-nay, motion approved.

4. APPROVAL OF DUKE ENERGY CONTRACT FOR LED LIGHTING CHANGEOVER UPGRADE PROJECT:

Motion/Second: Langford/Mobley VOTE: 4-aye, 0-nay, motion approved.

5. WWTP REHABILITATION AND EXPANSION PROJECT ADDITIONAL FUNDING IN THE AMOUNT OF UP TO \$400,000.00 FOR VACUUM TRUCK PURCHASE ASSOCIATED WITH CHANGE ORDER NO.6:

Motion/Second: Czarnecki/Mobley VOTE: 4-aye, 0-nay, motion approved.

6. WWTP EXPANSION & REHABILITATION PROJECT | APPROVAL OF CHANGE ORDER NO. 7 | CONTRACT TIME EXTENSION TO DECEMBER 31, 2023:

Motion/Second: Czarnecki/Langford VOTE: 4-aye, 0-nay, motion approved.

7. COMMUNITY CROSSINGS MATCHING GRANT APPROVAL OF CHANGE ORDER NO. 1 | AMENDING SUBSTANTIAL COMPLETION DATE TO NOVEMBER 15, 2023 AND FINAL COMPLETION DATE TO NOVEMBER 30, 2023:

Motion/Second: Langford/Czarnecki VOTE: 4-aye, 0-nay, motion approved.

GENERAL COMMENTS FROM THE PUBLIC:

Jason Hardsaw, 441 N. New Albany St.: Discusses several issues with the Council

Charlie Pierce, 9108 Highway 60: Addresses the Council as to why there were no bids for the Traffic Calming Study. Town Manager Smith advises bids are not required for personal services. Mr. Pierce also asks who the \$5,000.00 for his driveway repairs were paid to. Town Manager Smith advises it will be paid to E&B Paving.

RECEIPT OF STAFF REPORTS:

TOWN MANAGER, CHARLIE SMITH: Gives updates on various projects.

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

Presented project status report

**SELLERSBURG TOWN COUNCIL
MEETING MINUTES**

OCTOBER 16, 2023 | 316 E UTICA STREET | SELLERSBURG, IN 47172

COUNCIL SECOND VICE PRESIDENT TERRY LANGFORD REQUESTS A MOTION TO APPLY OUTSTANDING UTILITY DEPOSITS TO ACTIVE AND INACTIVE ACCOUNTS AND TO TURN OVER THE REMAINING DEPOSITS TO INDIANA UNCLAIMED PROPERTY:

Motion/Second: Czarnecki/Langford

VOTE: 4-aye, 0-nay, motion approved.

TOWN COUNCIL EXECUTIVE SECRETARY REQUESTS APPROVAL OF CHANGE TO J&C LAWN AND LANDSCAPE CONTRACT TO ADD 640 W. UTICA STREET:

Motion/Second: Czarnecki/Langford

VOTE: 4-aye, 0-nay, motion approved.

ADJOURNMENT:

Motion/Second to adjourn: Czarnecki/Mobley

VOTE: 4-aye, 0-nay, motion approved.

Time adjourned: 7:29 p.m.

Minutes approved this **13th** day of **NOVEMBER, 2023**

Brad J. Amos, Council Member

Matt Czarnecki, Council Member

Scott McVoy, Council Member

Terry Langford, Council Member

Randall Mobley, Council Member

Attest: Michelle D. Miller, Clerk Treasurer

Cardinal Fence & Security

4617 Illinois Avenue
Louisville, KY 40213

Invoice

Date	Invoice #
10/2/2023	6370

Bill To
Town of Sellersburg Michelle Metcalf 316 E Utica St Sellersburg, IN 47172

Ship To

P.O. No.	Terms	Due Date
		10/2/2023

Rep

Item	Description	Qty	U/M	Amount
Vinyl Fence	Installation of 260' of 6' high white Legends Decorative privacy fence per quote at residence of C. Pierce 9108 Hwy 60, Sellersburg, IN 47172			9,258.00

Total		\$9,258.00
Payments/Credits		\$0.00
Balance Due		\$9,258.00

A Division of
Dove Hill Enterprises, LLC

Phone #	Fax #	E-mail
502-459-1505	502-459-1509	pete@cardinalfence.biz



Wingham Paving, Inc.
 6802 Decker Lane
 Charlestown, IN 47111

Invoice

Date	Invoice #
9/8/2023	12347

Bill To
Town of Sellersburg Lori Kearney Sellersburg, IN

P.O. No.	Terms	Project
Norman Drive	Due on receipt	

Quantity	Description	Rate	Amount
	Milling/Asphalt Paving/Thermo Bar for Norman Dr to Wildwood	16,100.00	16,100.00

Thank you for your business.	Total	\$16,100.00
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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE, between **FGHS LLC**, an Indiana Limited Liability Company, whose mailing address is 830 Eastern Blvd, Clarksville, IN 47129, party of the first part, and **The Town of Sellersburg, an Indiana Town, within the Silver Creek Township of Clark County, Indiana** for the use and benefit of the Town of Sellersburg Government, an Indiana Town, within the Silver Creek Township of Clark County, Indiana, 316 E. Utica Street, Sellersburg, Indiana 47172, which is the in-care-of address for the tax bill (if any), party of the second part.

WITNESSETH: That the party of the first part in consideration of the public and mutual benefits to be derived here from and for no monetary consideration, does hereby grant and convey to the party of the second part, its successors and assigns forever the following described property and property rights:

RIGHT-OF-WAY DEDICATION LEGAL DESCRIPTION

A part of Survey #108 of the Illinois Grant, Silver Creek Township, Clark County Indiana, prepared by Jason M. Copperwaite, PS # 20200046, of Paul Primavera & Associates, Job #20-15194, described as follows:

Beginning at the Northernmost corner of Lot #3 on an ALTA/NSPS survey by Paul Primavera and Associates recorded in Instrument #202110632 in the Office of the Recorder of Clark County, Indiana on the West right of way of Old State Road 60; thence S 34° 27' 53 East 296.51 feet; thence S 33° 30' 16" East 238.06 feet to the Northwest line of the New Washington State Bank property as recorded in Instrument # 200618724 and in Deed Drawer 30, Instrument #26286; thence S 56° 20' 51" W 18.00 feet; thence N 33° 30' 16" W 237.96 feet; thence N 34° 27' 53" West 296.62 feet; thence N 56° 21' 45" E 18.00 feet to the Point of Beginning containing 0.22 acres, more or less, and subject to all easements, restrictions, and rights-of-way of record.

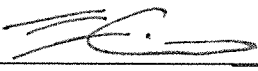
It is understood between the Parties hereto and made a covenant herein that the above-described property is conveyed in fee simple, and for the purposes of right of way.

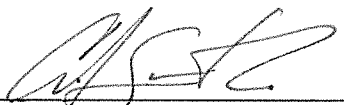
TO HAVE AND TO HOLD said property unto the party of the second part, its successors and assigns, with all the rights and privileges thereunto belonging with covenants of General Warranty.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto:

FGHS LLC, an Indiana
Limited Liability Company

Town of Sellersburg, an Indiana
Town, within the Silver Creek
Township of Clark County Indiana

By: 
Eric M Goodman, Manager FGSBURG LLC,
Managing Member FGHS LLC


By: 
Charlie Smith, Town Manager


CONSIDERATION CERTIFICATE

The undersigned hereby swear and affirm, under penalty of perjury, that the conveyance in the foregoing instrument is for nominal consideration. The estimated fair market value of the property herein conveyed is Eight Thousand One Hundred Ninety Dollars (\$8,190)

FGSBERG LLC, an Indiana
Limited Liability Company

Town of Sellersburg, Indiana

By: 
Eric M Goodman, Managing Member

By: 
Charlie Smith, Town Manager

CERTIFICATE OF ACKNOWLEDGMENT

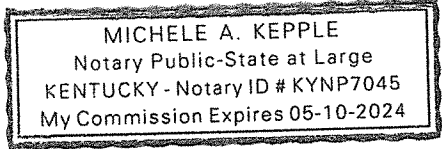
STATE OF KV)
)ss
COUNTY OF Shelby)

I, the undersigned certify that the foregoing deed was produced before me in my said County and State and duly acknowledged and sworn to by Eric M Goodman as Managing Member of FGSBURG LLC, an Indiana Limited Liability Company, to be the act and deed of said person(s) and to be his act and deed as registered agent thereof, duly authorized.

Michele A. Kepple
NOTARY PUBLIC, STATE AT LARGE

5/10/2024
My Commission Expires

KYNP7045
Notary ID#



CERTIFICATE OF ACKNOWLEDGMENT

TOWN OF SELLERSBURG)

)ss

COUNTY OF CLARK)

I, the undersigned certify that the foregoing deed was produced before me in my said County and State and duly acknowledged and sworn to Charlie Smith, Town Manager for the Town of Sellersburg, Indiana, an Indiana Town, within the Silver Creek Township of Clark County, Indiana to be the act and deed of said government and his act and deed as Town Manager thereof, duly authorized.



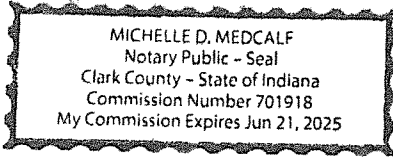
NOTARY PUBLIC, STATE AT LARGE

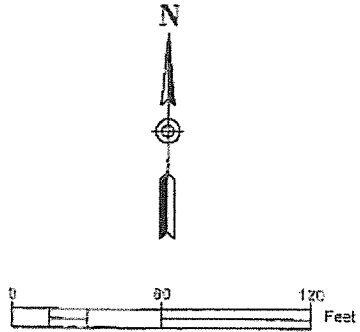
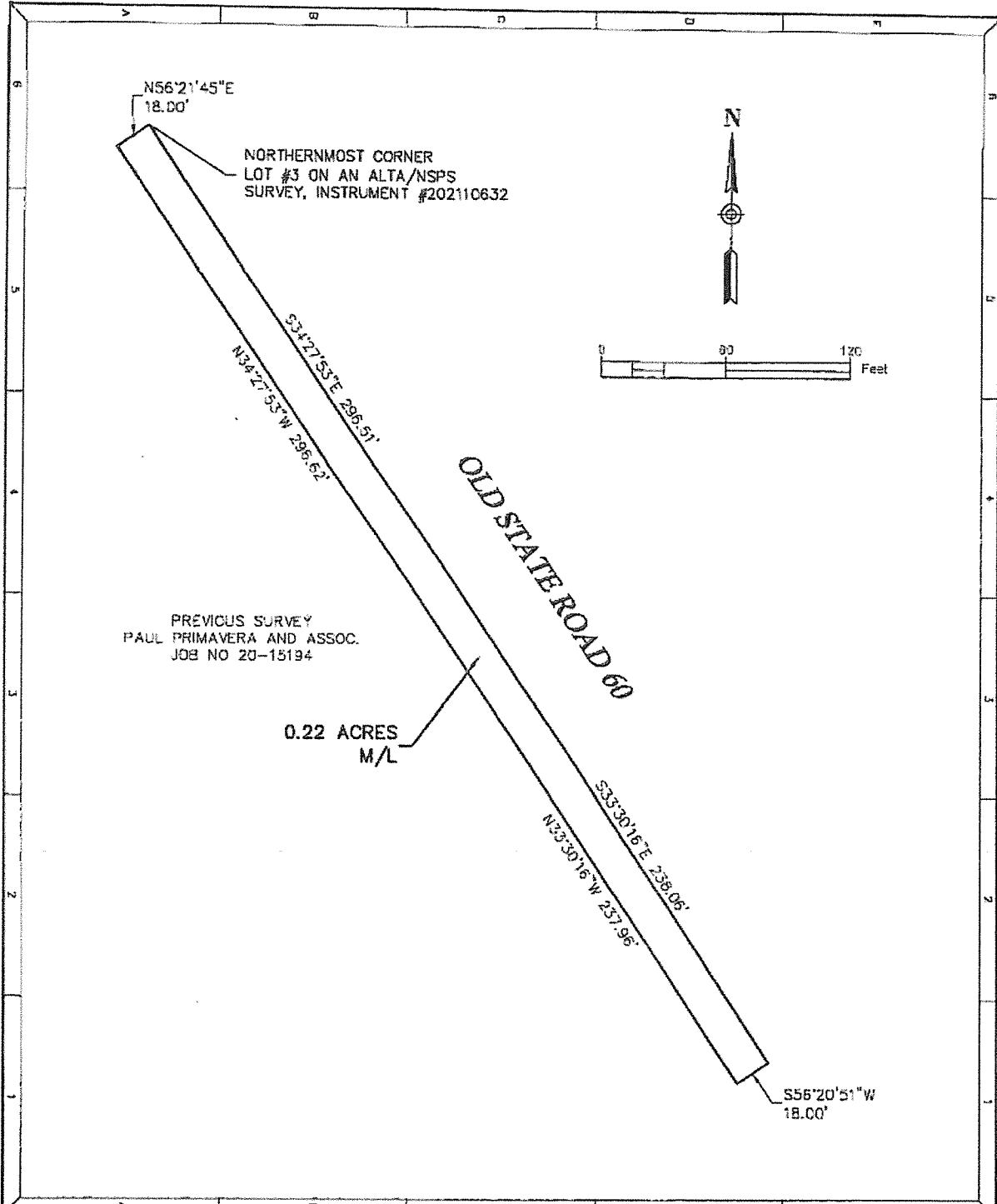
June 21, 2025

My Commission Expires

701918

Notary ID#





N56°21'45"E
18.00'
NORTHERNMOST CORNER
LOT #3 ON AN ALTA/NSPS
SURVEY, INSTRUMENT #202110632

PREVIOUS SURVEY
PAUL PRIMAVERA AND ASSOC.
JOB NO 20-15194

0.22 ACRES
M/L

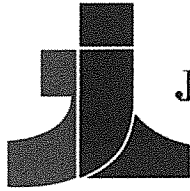
OLD STATE ROAD 60

S34°27'53"E 296.51'
N34°27'53"W 296.52'
S33°30'16"E 238.06'
N33°30'16"W 237.96'
S56°20'51"W
18.00'

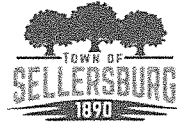
1 OF 1 Drawing No. Job No: 20-15194 File: 15194ROWDED Director: i:\2020\15194\2 Checked By: JMC Drafted By: PWF Date: 09/11/23	301 E. CHESTNUT ST. CORYDON, IN 47112 TEL: (812) 738-4124 FAX: (812) 738-8740	 ENGINEERS & LAND SURVEYORS <small>PAUL PRIMAVERA & ASSOCIATES, INC.</small>	ROW DEDICATION FORM G PT OF SURVEY #108 OF THE ILLINOIS GRANT, SILVER CREEK TWP. CLARK COUNTY	<table border="1"> <thead> <tr> <th>Revision</th> <th>Date</th> <th>By</th> </tr> </thead> <tbody> <tr> <td>4:</td> <td></td> <td></td> </tr> <tr> <td>3:</td> <td></td> <td></td> </tr> <tr> <td>2:</td> <td></td> <td></td> </tr> <tr> <td>1:</td> <td></td> <td></td> </tr> </tbody> </table>	Revision	Date	By	4:			3:			2:			1:		
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**OLD RS 60 RIGHT-OF-WAY
DEDICATION EXHIBIT
10-11-2023**



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



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

October 16, 2023

GENERAL

- Ziptility launched on 6/28/2023. Follow-up meetings to be scheduled with each department.
 - *Follow-up meetings were held on 9/20/23. All staff have access and have been trained on all features, including newly added work management features.*

rd.
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WATER

Water Service Line Inventory

- Application for Indiana Finance Authority (IFA) Lead Service Line (LSL) Inventory Funding Program received initial approval for \$20,000. Working with IFA to finalize paperwork for funding.
- Met with Water Distribution Manager on 9/6/23 to determine schedule for completion.
- All record drawings provided to JTL have been scanned and returned to Town.
- Obtained countywide database of building construction dates for use in determining likelihood of lead service lines by building code enforcement dates.
- *Regularly scheduled meetings ongoing.*
- *Inventory must be completed and submitted by December 31, 2023.*

WASTEWATER

Asset Management Program

- Work Order approved for \$25,000 to access grant funds.
- SharePoint site for electronic data repository set up and all required parties have access.
- Adding information as acquired.
- *All information to be added by the Town for Engineer's review by October 1st.*
- *Met with WWTP Operator to discuss specifics for additions to Ziptility for Asset Management.*

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.

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

- 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.
- The paving plan is being revised based on field observations of the base course and existing asphalt condition. It was determined that the bid requirements to replace the top one-inch surface course would not provide serviceability long-term. JTL is recommending increasing the asphalt depth to four inches, resulting in an increase in costs. JTL is working with Pace and will present costs to the Town Council at the August 10th workshop.
- 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. The cost for this modification is included in the proposed Change Order No. 6.
- Oxidation Ditch No. 1 and No. 2 have been commissioned, started, and are treating the plant influent flow.
 - 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. The cost for replacing the relief valves is included in Change Order No. 6.
 - The manufacturer's service technicians conducted startup of Oxidation Ditch No. 1 on 7/17/2023. Startup of Oxidation Ditch No. 2 has been delayed due to variable frequency drive (VFD) issues. The Contractor is implementing corrective actions to remedy this. Startup is expected to be completed in the next 2-3 weeks. Oxidation Ditch No. 2 VFD drive has been repaired in areas where leakage has been observed.
 - Oxidation Ditch No. 3, the new ditch, has been taken out-of-service to conduct standard concrete repairs in area where leakage has been observed.
- Concrete work on the Reaeration Basin has been completed. Installation of the diffusers and air piping is completed, and the process has been placed into service. The temporary reaeration diffusers have been removed and the permanent system has been installed, tested, and is in operation.
- 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 was delivered to the plant to help dewater accumulated solids, and was 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.
 - 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. Testing has been completed on RTU-D3 and has been functioning without any downtime. The Dewatering Building is operating satisfactorily, however there are still issues with the screw press polymer system flow check valve, polymer injection rings and the thickened sludge chute level sensor. The equipment supplier, BDP, is scheduled to make a site visit the week of 8/21/2023 to address these issues. JTL will continue to work with the Town to monitor operations.
- Work on the renovation of the existing operations building has reached substantial completion. The Utility staff have moved back into the operations building.
- The Wet Weather basins new piping has been installed and the membrane liner has been repaired. Cleaning of the basin is complete.
- 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.
- Substantial Completion was approved at the August 14th Town Council meeting.
- *Scheduling suppliers for site visits for training.*
- *Second testing of RAS/WAS pump station completed last Friday, 10/13/23.*
- *Meeting weekly with WWTP Operator and staff for operations and warranty updates.*
- *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.
- The 2022-2 CCMG Application has been awarded.
 - 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, Sterling Court, Autumn Ridge Way, Covered Bridge Road, and Dora Drive
 - Concrete Work: Dora Drive
 - The concrete curb and flumes will start this Wednesday or Thursday on St. Joe/Alabama.
 - *Contractor is preparing remaining roads to be completed on Parallel Avenue and New Albany Avenue.*
 - Contractor is beginning work on the St. Joe Road segment.
 1. The cross drain on St. Joe Road will be installed this Saturday, 9/2/2023.
 2. The electric company has relocated the utility pole that was in conflict on St. Joe Road and is currently working on bracing another pole.
- The 2023-2 CCMG Application was submitted on time, on Friday, 7/28/2023. The Town Manager selected twenty-six (26) segments of road for this application. JTL is putting together cost estimates.
- *Change Order No. 1 is being presented for consideration TONIGHT. This is only for an extension of time due to material delays and does not change the fee. Schedule to be completed by November 30, 2023.*

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.
- *All paving has been completed. Signal work completed. Striping complete. Opening access to American Way is all that remains.*



IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
TOWN OF SELLERSBURG
N/A

Project Information:
TOWN OF SELLERSBURG
SELLERSBURG Indiana 47172-0000

Account Number:
9101 2312 5851

Work Order Number:
48832713

Duke Energy Representative Contact Info:
Casey Knox

This Lighting Service Agreement is hereby entered into this 24th day of August, 2023, between Duke Energy (hereinafter called the "Company") and TOWN OF SELLERSBURG (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature  *

Date Signed 10/16/23

Duke Energy Representative _____

Date Signed _____

** Approved At 10/16/23 Council Meeting*

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	1097.47	0.00	131696.40	1097.47

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	163	Light Fixture Roadway LED 50W Gray Type III 3000K	2.89	2.05	1.22	6.16	1004.08
I	011	Light Fixture Roadway LED 110W Gray (RAL7038) Type III	3.75	2.05	2.69	8.49	93.39
Rental, Maintenance, F&E Totals:			\$512.32	\$356.70	\$228.45		
Estimated Change to Base Monthly Charge Total							\$1,097.47

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

OUTDOOR LIGHTING LED SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE POSTED ON THE LIGHTING SERVICE AGREEMENT PAGE AND THE AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.
- Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).
- Annual kWh divided by twelve (12) months equals monthly kWh.
- Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

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SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION - See Section I

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Section I of this Agreement and adding any energy Commission approved tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the Commission and shall be deemed a part of this Agreement.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Company provided routine maintenance ("Maintenance") includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common Equipment. Acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Maintenance also covers ordinary wear and tear but only from Customer's proper use of the System. Repairs or replacements requested as a result of Customer caused damage will be performed on a time and material cost basis, in which instance i) an estimate of costs will be provided to the Customer; and ii) Customer agrees to pay for all such costs before the work begins. Company reserves the right, in its sole discretion, to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Customer herein acknowledges that different types of lighting Equipment have different life spans and that lighting Equipment suppliers may also discontinue manufacture of certain Equipment. End of useful life for a System will be determined by the Company, in Company's sole discretion.
- 4.4 Company reserves the right to update or modify the monthly Maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable Commission approved tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due is summarized on Page 3 of this Agreement and are current at the time the Agreement is executed. A monthly bill will be rendered and due each month in accordance with the applicable Commission approved tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.

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- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this System shall be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 3 of this Agreement (“Initial Term”). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
- 5 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 6 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.

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- 7 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 8 If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 9 Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
- 10 Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
- 11 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
- 12 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
- 13 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 14 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
- 15 Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 16 No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 17 Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its

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obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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MEMORANDUM

DATE: October 16, 2023

TO: Brett Roberts, Clean Water Program Manager
Indiana Finance Authority
100 North Senate Avenue, Ste 1275
Indianapolis, IN 46204

FROM: Brad Amos, President
Town of Sellersburg

CC: Amanda Rickard, SRF Engineer/Project Manager
Indiana Finance Authority

RE: Town of Sellersburg WWTP Rehabilitation and Expansion Project
Additional Funding Associated with Change Order No. 6

Brett,

Regarding the construction of the Town of Sellersburg (Town) Wastewater Treatment Plant (WWTP) Rehabilitation and Expansion project, Change Order No. 6 has been approved by the Town Council. The Town understands that, based on the SRF loan allocation, we are short approximated \$402,000. The Town has committed to paying the remaining balance due. Please let us know if this is satisfactory to receive SRF's approval of Change Order No. 6.

If there are any questions, please contact Charlie Smith, Town Manager, csmith@sellersburg.org or Jim Hagerty, Jacobi, Toombs & Lanz, Inc. by email at j.hagerty@jtleng.com or by phone at (502) 548-0598.

Thank you,

Brad Amos, President
Town of Sellersburg

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

Town of Sellersburg Indiana
2022-2 Community Crossings Grant Funded Street Paving Project
Change Order

Change Order No. 1


Date of Issuance:	Effective Date:
Owner: Town of Sellersburg	Owner's Contract No.: N/A
Contractor: Wingham Paving	Contractor's Project No.: N/A
Engineer: Jacobi Toombs & Lanz	Engineer's Project No.: 23006
Project: 2022-2 Community Crossings Grant Funded Street Paving Project	Contract Name: 2022-2 Community Crossings Grant Funded Street Paving

The Contract is modified as follows upon execution of this Change Order:

Description: This Change order is modifies the contract dates only.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$946,807.83	Original Contract Times: Substantial Completion: <u>September 31, 2023</u> Ready for Final Payment: <u>November 30, 2023</u> days or dates
Increase of this Change Order: \$0	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>November 15, 2023</u> Ready for Final Payment: <u>November 30, 2023</u> days or dates
Contract Price incorporating this Change Order: \$946,807.83	Contract Times with all approved Change Orders: Substantial Completion: <u>November 15, 2023</u> Ready for Final Payment: <u>November 30, 2023</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> Engineer (If Required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: _____
Date: <u>10-11-2023</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Free Estimates

Fully Insured

J & C

Lawn and Landscape

Mowing • Landscaping • Snow Removal

Joe: 502-643-9403

Cory: 502-544-5079

Sellersburg Public Works

02/09/2023

Please review the estimate below. Feel free to contact us if you have any questions. We look forward to working with you.

Mowing Services:

- Mowing all grass areas as described
- Trimming and Edging of all curbs, sidewalks, and planting beds
- Removal of all waste and litter
- Blowing off all clippings and keeping all planting areas free of clippings

Sellersburg Water Locations

• Well Field at River/3413 Utica Pike	\$60.00
• Bush hogging well field bottoms 3x	\$800.00 per time
• Old Riverside Water Tank	\$45.00
• Old Holman Lane Water Tank	\$35.00
• Water Treatment Plat @ 3000 Holman Lane	\$110.00
• HWY 60 Water Tank off Avco Blvd	\$45.00
• Sellersburg Booster Station	\$30.00
• Seller Ave Water Tank	\$35.00
• 4304 Greenleaf	\$30.00

Sellersburg Water Waste

• Bean Road Lift Station	\$30.00
• Terry Lane Lift Station and Hydrant	\$35.00
• North Fern Lift Station (Deffenback)	\$30.00
• Sellersburg Library Lift Station	\$30.00
• Camp Chelan Lift Station	\$35.00
• South Penn Lift Station	\$35.00

Sellersburg Streets and Sanitation

- North Fern Street Strip \$30.00
- Ohio Ave along fields \$175.00
- North New Albany Street (behind Sir Danos) \$30.00
- Creek next to Parallel Ave/ Villa and South Fern \$50.00
- North Penn Ave between the street & tracks \$45.00
- 4302 Silver Glade Trail \$45.00
- South Penn Street Strip \$30.00
- Camp Run and American Way \$450.00
- Mowing of yards in Height Violation \$75.00

Sellersburg Parks

- Pool/Park Area \$235.00
- Wilkerson Park/Memorial Square \$65.00
- Police Station \$35.00

Sellersburg Police Department

\$75.00

Storm Water

- 624 W Utica Street \$35.00 JK 462

Emilee Berg

10/17/23

Manager

Date

Off

10/17/23

Customer

Date

Approved by Council on October 16, 2023