

WESTVILLE TOWN COUNCIL
DECEMBER 12, 2023
REGULAR MEETING
100 SETSER DRIVE
7:00 P.M.

AGENDA

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

MCO CONTRACT

STREETS

DEPARTMENT HEAD REPORT

PARKS

POLICE

DEPARTMENT HEAD REPORT

FINANCE

SALARY ORDINANCE 2023-11

TRANSFER RESOLUTION 2023-9

MISCELLANEOUS

WVFD ACTIVITY REPORT

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

WESTVILLE TOWN COUNCIL

DECEMBER 12, 2023
MINUTES OF MEETING

The regular meeting of the Westville Town Council was held at the Westville Town Complex Community Room, 100 Setser Drive at 7:00 p.m. Present: Michael Albert, Nate Burnett, Deborah Kelly, James Bechinske, Lori Mercer, Clerk-Treasurer; Town Attorney, Doug Beige.

Absent: Olga Pothorski

The Pledge of Allegiance was recited.

A motion was made by James Bechinske to approve minutes of the November, 2023 meeting. Michael Albert, second. Roll Call: Burnett, yes; Bechinske, yes; Kelly, yes; Albert, yes.

A motion was made by Michael Albert to approve claims for the month of November, 2023. James Bechinske, second. Roll Call: Burnett, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert stated that ADA/Title VI grievance forms and a voluntary public involvement survey are available for anyone interested.

UTILITIES

Michael Albert gave a summary of the MCO report for the month of November in Nathan Howell's absence. It is attached.

Michael Albert stated the new contractual amount for MCO for 2024 will be \$21,208.33 per month. This is due to the sewage plant going from a Class II plant to a Class III plant. He also stated that this was considered when doing the rate study and the cost was built into the study. Michael Albert made a motion to approve the contract between the Town and MCO. Deborah Kelly, second. Roll Call: Burnett, yes; Bechinske, yes; Kelly, yes; Albert, yes.

POLICE DEPARTMENT

Town Marshal Corey McKinney reported monthly stats.

Marshal McKinney stated that they have received 6 new AED's and the new Durango's are about 98% completed.

STREETS

There was nothing to report in Streets.

PARKS

There was nothing to report in Parks.



FINANCE

Michael Albert read Ordinance 2023-11, Salary Ordinance for 2024 in its entirety. Michael Albert made a motion to approve Ordinance 2023-11 on the first reading. Nate Burnett, second. Roll Call: Burnett, yes; Bechinske, yes; Kelly, yes; Albert, yes. Michael Albert made a motion to suspend the rules and adopt Ordinance 2023-11. Nate Burnett, second. Roll Call: Burnett, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert read transfer Resolution 2023-10 in its entirety. (On the agenda this was listed in error as Resolution 2023-9). Michael Albert made a motion to adopt Resolution 2023-10. Deborah Kelly, second. Roll Call: Burnett, yes; Bechinske, yes; Kelly, yes; Albert, yes.

MISCELLANEOUS

CITIZENS COMMENTS

ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL

Michael Albert thanked Nate Burnett for his service on the council, as this would be his last meeting since he is moving out of Town limits.

A motion to adjourn was made by Michael Albert at 7:11 PM. Nate Burnett, second. Roll Call: Burnett, yes; Bechinske, yes; Kelly, yes; Albert, yes.

I, Lori Mercer, attest that these minutes are true and accurate.





Town of Westville
November Monthly Report of Operations
Prepared By: Nathan Howell
December 12, 2023

WATER

New Items

1. We scheduled to have the tee to the old water tower removed and a new service installed for the Methodist Church. We ran into scheduling issues with church functions. Since the asphalt plants are staying open an extra week, we plan to do it this Thursday.
2. The lead water service inventory project is going slowly. We plan on having Aaron Flowers take the lead on this. *NOTE: EPA is likely going to change the requirement of which services will need to be replaced. We are expecting all services in the original water system will need to be replaced. We have discussed this with President Albert as well as McMahon. This is probably a very good time to consider this project.*

Old Items

1. GIS – Limited progress has been made.

WASTEWATER

New Items

1. We have ordered several variable frequency drives for the lift stations as we found them at a very reduced price.
2. We are hoping to obtain some of the equipment at the WCC WWTP. There are some items of value for the Town.
3. We expect to begin receiving the WCC sewage this week.
4. The new vector pad will be installed before winter. In the Spring, we will commence with the cleaning and televising of the older sewers in Town. The cleaning was stopped due to the lack of a spot to put the debris from the sewers.

Old Items

1. The Nash Finch Lift Station flow meter has been installed.
2. The Westville Estates Pump Station is deteriorating rapidly. We have spoken with McMahon and Superior Pumping to renovate the Station. We are considering installing the used system from the old WWTP. We spoke with Gasvoda who provided pump selections to retrofit the old station with submersible pumps. This information has been given to McMahon for their input.

3. There is still an issue with the mapping system at Fieldstone Subdivision. The sanitary sewer locations on the atlas were wrong on two streets. We found three manholes which two are buried very deep and there may be severe conflicts with fences in the rear lots. We will contact a contractor to assist with this. We had M.E. Simpson on site to assist in locating services and shut-off valves. We have found nearly half of the valves which could not be found. We are trying to find a contractor who will bring the manhole lids to grade.
4. We were involved with the sewer connection to the duplex built on Flynn Road across from the grocery store. We are still in the process of rectifying the situation. Charlie Ray is working on a solution.
5. The Coulter Road force main will need to be replaced. We have several ideas for this.
6. The manhole lid on one of the manholes on Flynn Road north of McDonald's broke into pieces. Adam found a lid which fit and sealed it to the frame with mastic. Bowen will replace two lids total. We are waiting for a proposal to replace two frames and lids. Bowen is trying to find the proper frame and lids.
7. The WWTP improvements are continuing. Following is the progress that has been made:
 - The lift station at WCC is about 95% complete with most of the building construction complete.
 - The force main is 99% complete.
 - The solids building at the Wastewater Plant is 98% complete.
 - The sludge disinfection/conditioning system has been started up. It is 99% complete.
 - Raw and RAS piping is complete.
 - New RAS, WAS, Scum pumps, and meters and piping are 95% complete and have been started up.
 - The splitter box for the new clarifier is complete. The effluent piping tie-in for the new clarifier is complete.
 - The oxidation ditch is complete. Railing, grating and aeration equipment have been installed and is about 95% complete.
 - All of the new aerators are installed, and the outer ring of the oxidation ditch is operational.
 - The old aerators have been reinstalled with the new slides. The walkway modifications are 98% complete.
 - The new headworks building is about 99% complete. Flow is being routed through the new building.
 - The old headworks equipment has been removed.
 - The new clarifier is 99% complete and has been started up.
 - Both clarifier modifications are complete.
 - The generator has been moved twice, and the new generator that is installed is operational.
 - A small shed to house the bypass pump was built and installed so it will work in case the raw pumps fail.
 - The new UV system has been installed.
 - The influent sampling structure is 99% complete.
 - The new alum lines are 100% complete.
 - Site clean-up is in progress.
 - The WCC gravity main has been installed for acceptance of their waste.

Town of Westville - Operational Summary for the Wastewater Treatment Plant

Influent

2023	Total Gallons	Flow			BOD		TSS		Ammonia		Phosphorus	
		Max. Daily	Min. Daily	Monthly Avg.	mg/l	#'s	mg/l	#'s	mg/l	#'s	mg/l	#'s
January	6,045,000	239,100	173,900	195,650	154	261	312	519	32.3	52.8	5.8	9.5
February	6,178,300	282,700	170,100	199,300	124	214	346	209	28	46.5	5.6	9.3
March	6,302,900	311,400	179,200	203,900	165	274	335	556	30.1	51.2	5.4	9.2
April	5,625,000	300,000	26,800	187,500	142	266	351	534	29	45.4	5.1	8.0
May	6,379,000	266,100	184,700	205,790	150	255	367	623	26.6	45.8	5.2	6.3
June	6,306,000	241,900	193,300	210,200	108	186	385	672	26.9	47.1	5.1	8.9
July	6,324,100	251,400	178,200	201,100	142	237	412	683	25.65	43	4.85	8.1
August	6,276,000	283,800	180,000	209,200	167	295	445	787	24	41.9	4.5	7.7
September	6,085,300	236,100	160,600	196,300	153	254	307	524	30.8	50.4	6	8.7
October	5,865,200	280,000	159,000	189,200	205	326	213	337	44.6	70.3	6.8	10.7
November	5,457,000	200,200	156,600	181,900	225	345	234	358	44.1	66.8	7.2	10.9
December												

Effluent

2023	Total Gallons	Flow			BOD		TSS		Phosphorus		Ammonia	
		Max. Daily	Min. Daily	Monthly Avg.	Monthly Avg.	% Removed	Monthly Avg.	% Removed	mg/l	% Removed	mg/l	% Removed
January	5,930,800	237,000	156,000	191,32	2.4	98.4	5.5	98.2	.2	96.4	.57	98.2
February	5,480,000	288,000	162,000	195,700	2.1	98.3	4.2	98.8	.2	97	.43	98.5
March	6,180,200	256,800	175,000	199,400	2.7	98.3	6.4	98.1	.3	95	.07	95
April	5,927,100	305,700	131,000	197,600	3.3	97.7	7.3	97.9	.4	91.2	.1	99.7
May	7,229,500	492,300	183,400	233,210	2.5	98.4	8.9	97.6	.1	99.6	.7	85.6
June	6,008,200	245,100	188,500	207,200	2	98.1	4	99	.5	89.5	.52	98.9
July	5,908,300	252,600	171,700	196,600	2.1	98.6	2.7	99.4	.4	92.3	.05	99.8
August	6,211,200	289,900	175,800	207,000	2.3	98.6	4.2	98.5	.5	89.9	.07	99.7
September	5,994,900	365,000	117,600	199,800	2.5	98.4	13.1	95.7	.6	89.1	.09	99.7
October	5,747,000	254,000	154,000	185,400	2.1	99	6.5	97	.5	93.3	.07	99.8
November	5,320,900	244,200	114,500	177,400	2.1	99.1	5.8	97.5	.3	95.5	.08	99.8
December												

Town of Westville – Operational Summary for the Water Treatment Plant

Month Ending	Total Monthly Flow	Maximum Daily Flow	Minimum Daily Flow	Average Daily Flow	Chlorine Usage (lbs.)	Fluoride Usage (lbs.)
01/31/23	4,855,200	255,200	11,000	155,300	68.2	0
02/28/23	4,542,800	235,400	78,500	162,200	67	0
03/31/23	5,261,600	273,800	82,900	169,200	73	0
04/30/23	5,241,000	319,100	0	175,600	69.6	0
05/31/23	6,489,00	314,600	80,000	206,400	86.1	0
06/30/23	6,165,500	391,500	85,300	224,600	84.4	0
07/31/23	6,256,700	312,600	81,800	201,300	76.8	0
08/31/23	4,944,000	272,700	76,700	162,100	64.8	0
09/30/23	4,844,100	272,700	77,200	159,600	71.2	0
10/31/23	4,684,100	309,800	53,200	148,500	70.8	0
11/30/23	4,999,400	453,600	82,200	164,600	74.8	0
12/31/23						

CONTRACT

BETWEEN THE

**TOWN OF WESTVILLE
LaPorte County, Indiana**

AND

**MIDWEST CONTRACT OPERATIONS, INC.
Valparaiso, Indiana**

**OPERATIONS, MAINTENANCE AND MANAGEMENT
OF THE
WATER & WASTEWATER TREATMENT FACILITIES
FOR THE
TOWN OF WESTVILLE, INDIANA**

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CONTRACT

Between the

Town of Westville
LaPorte County, Indiana

&

Midwest Contract Operations, Inc.
Valparaiso, Indiana

To Operation & Maintenance of the
Water and Wastewater Treatment Facilities
for the
Town of Westville, Indiana

CONTRACT, made this 1st day of January, 2024 by and between the Town of Westville, LaPorte County, Indiana, with principal offices located at 100 Setser Drive, Westville, Indiana, 46391, (hereafter referred to as "Owner"); and **MIDWEST CONTRACT OPERATIONS, INC.**, a Wisconsin general business corporation, formed and operating under Chapter 180, Wisconsin Statute, and registered in Indiana as a For-Profit Foreign Corporation, with its Indiana office located at 952 S. State Road 2, Valparaiso, Indiana 46385 (hereafter referred to as "MCO").

PREAMBLE

The **Owner** is the operator of a municipal wastewater treatment plant and collection system with six (6) lift station and appurtenances (hereafter "wastewater system"); and the operator of a water treatment facility consisting of two (2) wells, one water tower, water mains and laterals, and all appurtenances thereto (hereafter "water system").

The **Owner** and MCO desire to enter into a contract for MCO to act as the **Owner's** operator of the water and wastewater systems.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the **Owner** and MCO as follows:

I. TERM & TERMINATION

A. EFFECTIVE DATE

This contract shall be effective as of January 1, 2024.

B. DURATION OF CONTRACT & CONTRACT RENEWAL

This contract shall be effective through December 31, 2024.

C. TERMINATION OF CONTRACT

1. Either party may terminate this Contract upon thirty (30) days' prior written notice, with or without cause.
2. The **Owner** may terminate this Contract effective forty-eight (48) hours after the **Owner** gives written or actual notice to MCO or MCO's management representative, on site, if the **Owner**, the wastewater system, or other public or private property or person suffers significant damage (defined as in excess of Fifty Thousand & no/100 Dollars (\$50,000.00) as the sole result of MCO's negligent, intentional or other breach of due performance of this Contract or tortuous conduct in carrying out this Contract.
3. In the event of termination under Subsection 1, MCO shall be obligated to continue to faithfully perform the Contract until the date the termination is effective.

II. SCOPE OF SERVICES

In general, Midwest Contract Operations, Inc. (MCO) shall operate and maintain the **Owner's** water and wastewater systems; manage MCO's employees in performing operations; seek to achieve compliance with environmental and other regulatory laws applicable to the systems; and report to the **Owner** regularly on the status of such activities. MCO is not responsible for providing lift station or collection system maintenance.

The policy making and governmental functions relating to the wastewater system shall remain fully vested with and under the exclusive control of the **Owner**. **Owner's** functions shall include, but not be limited to, making decisions regarding significant capital requirements for the systems (i.e., improvements, repairs, etc.); changes of treatment processes; enacting or recommending necessary and appropriate ordinances; approving all major contracting for services or goods; responsibility for regulations regarding environmental regulatory compliance through agencies such as the Indiana

Department of Environmental Management (hereinafter referred to as "IDEM") or any other agency that may govern the functions of the water and wastewater systems (hereinafter referred to as "Agency"), funding and the like; and any other significant policy or financial decisions regarding the systems. In the event of any questions regarding possible implications or consequences of an operational decision falling under the **Owner's** policy making or governmental functions, MCO shall consult with the **Owner** with regard to actions that may be necessary under this paragraph. However, in all events, the matter shall be deemed within the oversight and policy and financial function of the **Owner** and the **Owner's** decision in the matter shall in all events be controlling.

Without limiting the generality of the foregoing, the following is a list of specific contractual services to be performed by MCO under this Contract:

1. Provide management, supervision and certified personnel necessary to oversee the operations and routine preventative maintenance of the **Owner's** water and wastewater system. MCO is not responsible for providing any form of lift station or collection system maintenance. Routine preventative maintenance is defined as any scheduled and expected maintenance that is necessary and appropriate to keep the water or wastewater system functioning up to consistent, acceptable standards over the useful life of such equipment, and consists of preventive maintenance scheduling and tracking, and spare parts inventory and control, as directed by the manufacturer. **Owner** is responsible for lift station and collection system maintenance. If additional equipment is added by the owner, the contract may be renegotiated by MCO to cover the additional costs MCO will incur to perform the additional items. The **Owner** is responsible for costs associated with preventative maintenance supplies, which includes, but is not limited to spare parts, oils, greases, and other lubricants. It is understood that **the Owner** is in the process of a proposed wastewater plant expansion. The planning, construction oversight, and other services associated with this project are not included in this Contract.
2. Prepare necessary management reports as required by **the Owner**. "Management reports" shall include periodic reports of all facility operations, and any and all necessary written and oral explanation thereto.
3. Assist in the preparation of budgets for **the Owner** as follows:
 - Assist in preparation of annual operation and maintenance budgets, submit and review with **the Owner**.
 - Assist in preparation of and submit annual capital improvement and equipment budgets for review with **the Owner**.
4. Prepare such other routine, periodic reports, which may be required from time to time by the IDEM and EPA (excluding any significant studies such as facilities planning, toxicity reduction evaluation, or the like).
5. Development of tests or operation procedures as required by present and/or future IDEM and EPA rules and regulations or any permits, administration orders of the like which might be issued by the IDEM and EPA or as may be ordered by any court having jurisdiction over **the Owner**.
6. Review and advise **the Owner** of newly enacted IDEM and EPA programs as to how they would apply to **the Owner**.

7. Formulate, implement, manage and supervise all necessary water and wastewater systems personnel training and cross-training programs, including all safety programs for **MCO** employees. **The Owner** shall be responsible for needed equipment associated with the safety program and is responsible for the Town Employee's Safety Program.
8. Provide a certified operator to oversee and provide operational training to the Town employees.
9. All contracting and subcontracting by the **Owner** or by **MCO** on behalf of the **Owner** must be approved by the **Owner**. Such approvals may be general or blanket in nature for purchases of supplies and the like, or services below a specified monetary amount.

Unless otherwise agreed in writing, outside services contracted for, from time to time, by the **Owner**, shall be supervised and controlled by the **Owner** and **MCO's** role shall be limited to providing periodic suggestions concerning future improvements in the nature or scope of the contracted services that might be beneficial to the **Owner**. If **MCO** acquires actual knowledge of a deficiency, error, or omission by the outside contractor in the performance of the contracted services, **MCO** agrees to bring such matters to the attention of the **Owner**, but shall not have any further management or supervisory functions with regard to the outside contractor, unless otherwise specifically agreed in writing by **MCO**.

10. **MCO** will review claims for payment by the Town. **MCO** shall also review timesheets of the two Town employees and work with the Clerk-Treasurer to schedule compensation time for the two Town employees.
11. **MCO** will assist Town staff, when necessary, in underground sewer and water utility locates. Existing mapping will be used. **MCO** will not be held responsible for mismarked locates.
12. The foregoing list is intended to be thorough in nature, yet the parties acknowledge there may be other aspects of operation of the water and wastewater systems that have not been anticipated herein, or may not be identified in the foregoing list yet are a part of, and consistent with, the operation of the system as conducted by the **Owner** prior to this Contract. The parties will consider the past course of performance of the original contract between them in determining whether specific services are within the meaning of the preceding sentence. The parties agree that services of this kind will be performed by **MCO** without additional fee beyond the base compensation described in the Section below. Only in the event of special circumstances involving new regulatory requirements or new services not presently being conducted will there be a need to adjust **MCO's** compensation.
13. A more detailed Scope of Services can be found in Exhibit 1.

The parties agree that the services to be provided by **MCO** and its officers, directors, employees and agents under this Contract shall not include any services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials. As such, the **Owner** acknowledges and agrees that **MCO** does not have and has no obligation to have professional liability (errors and omissions) or other insurance for claims arising out of the performance of or the failure to perform professional services relating to the investigation, detection, abatement, replacement, discharge, or removal of products or materials containing asbestos or any other toxic or hazardous contaminants or materials. Should **MCO** be subject to any lawsuit, claim or other proceeding

relating to the investigation, detection, abatement, replacement, discharge, or removal of products or materials containing asbestos or any other toxic or hazardous contaminants or materials, the Owner agrees to indemnify and hold MCO harmless from any damages, costs, or expenses, including reasonable attorneys' fees, that MCO may incur or become liable to pay as a result of the same. MCO warrants that in providing the above scope of services it will comply with applicable requirements of the State of Indiana and the Federal Government regarding affirmative action provisions for minority hiring.

III. OWNER FUNCTIONS

The **Owner** shall exercise the following functions relative to the water and wastewater systems:

1. Snow removal and grounds and building maintenance including lawn mowing.
2. All policy decisions regarding level or kind of treatment, water pollution control or other regulatory standards shall be reserved to the **Owner**.
3. All questions of capital improvements or treatment or control strategies as they may affect the relative requirement for labor or capital.
4. All contracting and subcontracting by the **Owner** or by MCO on behalf of the **Owner** must be approved by the **Owner**. Such approvals may be general or blanket in nature for purchases of supplies and the like, or services below a specified monetary amount.

Unless otherwise agreed in writing, outside services contracted for, from time to time, by the **Owner**, shall be supervised and controlled by the Owner and **MCO's** role shall be limited to providing periodic suggestions concerning future improvements in the nature or scope of the contracted services that might be beneficial to the **Owner**. If MCO acquires actual knowledge of a deficiency, error, or omission by the outside contractor in the performance of the contracted services, MCO agrees to bring such matters to the attention of the **Owner**, but shall not have any further management or supervisory functions with regard to the outside contractor, unless otherwise specifically agreed in writing by MCO.

5. All policy questions regarding customer relations, including but not limited to billing or service disputes and pretreatment requirements.
6. All enactment of ordinances, rules, regulations or the like relating to the wastewater and water systems and any enforcement thereof.
7. All applications, operations, requests for action, hearing, modifications or the like that may be filed with the IDEM, DNR, EPA or any other regulatory body.
8. All aspects of generating, computing, obtaining authority for, billing and collecting charges for the wastewater system, and handling any disputes arising thereof.

9. Any intergovernmental services or agreements.
10. The determination of the budget for the wastewater system, except that the budget must include and provide for the payment of compensation to MCO as herein provided.
11. The **Owner** may direct MCO to adjust specific strategies for water pollution control in response to regulatory concerns, or administrative or court order. In such events, MCO agrees to promptly follow such instructions, notwithstanding that MCO may in good faith question whether its actions in following such instructions fall within the scope of this Contract. Such disputes, if any, shall be resolved pursuant to Section V, paragraph E, below entitled "Dispute Resolution", but such matters will not be cause for MCO to delay carrying out the **Owner's** instructions. This provision acknowledges that by entering into this Contract, the **Owner** retains its obligations under its NPDES permit and other regulatory programs. MCO hereby agrees to respond to the environmental regulatory concerns of the **Owner** in a timely and responsive manner, and that disputes regarding compensation and scope of services be left for subsequent resolution under this agreement.
12. The **Owner** shall supervise and control MCO's performance of this Contract by reviewing MCO's reports and activities and monitoring performance with such frequency and methods as the **Owner** may in its discretion determine.
13. Utility locating services for the Indiana Underground Plant Protection Program (IUPPP). In the event MCO may be required to conduct this type of service, the **Owner** will not hold MCO responsible for "mismarks" of the utilities.
14. The **Owner** shall provide after-hours call out and weekend coverage. Any callouts will be billed on a time and expense basis at 1 ½ times normal rates.
15. The **Owner** shall perform all lift station collection system maintenance.
16. A more detailed Scope of Services can be found in Exhibit 1.

IV. COMPENSATION

A. MCO - Compensation & Related Procedure

In consideration of the MCO scope of services described, and in consideration of all other terms and conditions of this Contract, the **Owner** shall compensate MCO as follows:

1. At all times hereunder, MCO shall be financially responsible for all direct labor costs, indirect labor costs and operational costs for MCO employees and MCO business.
2. Each month of this contract, MCO shall bill the **Owner** a monthly fee of **\$21,208.33 (\$254,500.00 annually)**. The **Owner** shall make monthly payments by the first of each month for which services will be rendered.

B. Owner - Payment of Owners Employees

The **Owner** shall continue to be solely responsible and liable for the payment of all labor costs, direct and indirect, under and within its "operating budget" or as may be approved by **Owner** in excess of its operating budget as to all **Owner** employees (other than MCO employees). Employees and other service providers of **Owner** shall not be deemed to be employees of MCO for any purpose. The parties agree that MCO is not and shall not be considered to be a joint employer of **Owner's** employees, agents and/or workers for any purpose, including, but not limited to, any liability for direct or indirect labor costs, employee benefits, Worker's Compensation coverage or unemployment insurance for such employees and service providers of **Owner**.

C. Renegotiation of Contract

If the MCO scope of services is required to change, such change resulting from mutual agreement of the parties, or because necessitated by acts, deeds or circumstances beyond the control of MCO, such as, and without limitation, including the following:

1. Acts of God, floods, unforeseen emergencies, or other events of force majeure making MCO's performance as contemplated herein impractical; or
2. Agreement of both parties to expand the scope of services to be provided, or
3. Changes in flows or characteristics of influent or effluent, a significant change in the number of users of the **Owner's** wastewater system or water system (defined as in excess of 10% change from the level at the effective date of this Contract), or changes in DNR, EPA or IDEM programs or directives, or other applicable rules and regulations, if such changes in flow, characteristics, number of users or regulations are unforeseen and substantially change the nature of operational responsibility in order to continue to operate the water or wastewater system in a cost effective and environmentally sound matter;

then, MCO and the **Owner** shall either:

1. Immediately renegotiate the scope of services as defined, and renegotiate MCO compensation relating to such change in circumstances; or
2. The **Owner** and/or MCO may declare this Contract terminated in its entirety upon thirty (30) days' written notice following the event precipitating the change in contractual obligations of the **Owner** and MCO, in accordance with Section 1, paragraph C.

Nothing herein shall prevent the **Owner** and MCO from mutually agreeing in writing to amend the scope of services and compensation, or any other terms herein, for any reasons they deem appropriate.

V. GENERAL PROVISION

A. Insurance and Risk Provisions

INDEMNIFICATION

Except as otherwise provided in this Section V, paragraph A, MCO agrees to and shall hold **Owner**, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage to the extent caused by the negligence of MCO. **Owner** agrees to and shall hold MCO, its officers, and employees harmless from any liability for claims of damages for personal injury or property damage to the extent caused by the negligence of **Owner**.

Owner acknowledges that, in seeking the services of MCO under this Agreement, **Owner** is requesting MCO to undertake uninsurable environmental and other operational obligations for **Owner's** benefit. Therefore, **Owner** agrees that, with the exception of such liability as may arise out of the willful misconduct or intentional omissions of MCO, or its officers or employees, in performing services under this Agreement, **Owner** shall indemnify, defend and hold harmless MCO, its officers, and employees from and against any and all claims, losses, damages, liabilities and cost, including but not limited to costs of defense, arising under local, state, or federal laws, including but not limited to the Solid Waste Disposal Act, Clean Water Act, Comprehensive Environmental Response, Compensation and Liability Act, or Resource Conservation and Recovery Act, or directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substances of wastes, pollutants, or contaminants of any kind whether at **Owner's** facilities or at any other location.

Owner agrees to indemnify and shall hold MCO, its officers, directors, employees, and agents harmless from any claims, liability, or actions against MCO which are based upon or arise out of (i) MCO's status as agent for **Owner**; (ii) decisions made or actions undertaken by **Owner** as part of its governmental and policy making functions, (iii) water distribution system and sewer collection system failure attributable to the condition of the **Owner's** water distribution or sewer collection system; and (iv) utility location functions performed by MCO at **Owner's** request using **Owner**-supplied tools and/or data, unless the claim or actions arise from the willful misconduct of MCO, or its officers or employees.

MCO's liability to **Owner** for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to direct damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder, provided however that insurance coverage exists for such damages. Where there is no insurance coverage to cover such direct damages, then damages shall be limited to amounts paid by **Owner** to MCO in the three (3) months preceding the date of the loss. In no event shall MCO be liable for any loss of revenue or profits, or for any indirect, special, incidental, consequential, or punitive damages, whether arising in contract, tort or otherwise, even if the parties knew or should have known of the possibility of such damages.

All obligations of **Owner** under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations set forth in IC 34-13-3-3, which shall be applied to both contractual and tort liability of **Owner** with respect to this Agreement, and nothing herein constitutes a waiver by **Owner** of the terms of that statute despite any provision herein to the contrary. These immunities shall extend to MCO while acting within the scope of this agreement.

MCO INSURANCE

MCO currently maintains and shall continue to maintain the following insurance coverage/limits during the term of this Contract, unless otherwise approved by the **Owner**:

	<u>Occurrence/Aggregate</u>
Excess Liability	6,000,000/6,000,000
Comprehensive General Liability	1,000,000/2,000,000
Automobile Liability	1,000,000/1,000,000
Worker's Compensation/Employers Liability	Statutory (For MCO employees only)

Within thirty (30) calendar days of the contract date, MCO shall furnish Owner with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to Owner while this Agreement is in effect.

OWNER INSURANCE

Owner shall continue to carry and provide and pay for all fire, general casualty, automobile and motorized vehicle liability, public liability, and excess liability insurance insuring the **Owners'** facilities and **Owners'** employees and **Owners'** motor vehicles and **Owner's** equipment that MCO will be managing and or utilizing in the completion of the agreed scope as identified in this contract, or subsequent changes in that scope that would be agreed to by **Owner** and MCO as an amendment to the original contract. MCO shall be named as an additional insured under these policies during the term of the contract.

B. Warranties & Representations of MCO

1. MCO hereby represents to and for the benefit of the **Owner** that it has the ability to manage the **Owner's** water and wastewater systems, as provided in the scope of services set forth in Sections II thru III, above. This representation is subject to Section V, Subsection F, and as such, MCO's representation in the first sentence hereof is limited to the conditions existing at the time this Contract was entered into and such reasonably foreseeable conditions not calling for amendment under Section V, Subsection F.
2. MCO represents and warrants that it will discharge all of its duties, functions and obligation under this contract consistent with the applicable professional standard of care and that it has the knowledge of the **Owner's** water and wastewater systems, the **Owner** Indiana Pollution Discharge Elimination System permit requirements and the

requisite expertise and staff to manage the **Owner** wastewater system in compliance with applicable environmental laws, rules, regulations and permit terms as otherwise expressly disclaimed in Subsection 3 below.

This representation is subject to any material changes of conditions that meet the terms of Section IV, above. In the event any amendment occurs, the representations and warranties of this Subsection 2, shall be deemed extended to such new MCO duties, functions and obligations, absent an express exclusion of such matters from MCO's competence by mutual agreement. Absent such exclusion, it shall be agreed that MCO has the requisite knowledge described in the first paragraph of this Subsection 2, to operate the system as called for by this Contract.

3. MCO expressly disclaims any warranties or representations, direct or indirect, and makes no guarantee that in performing management, of the **Owner** water and wastewater systems the treatment of the **Owner** effluent will be of specific quality required to comply with "discharge limits" under laws, rules, regulations and directives of the IEPA, Public Service Commission, or any other governmental or administrative body having jurisdiction from time to time over wastewater treatment system and their operations, now or hereinafter enacted, nor does MCO guarantee that the quality of **Owner's** water system water, as distributed, or the quality thereof will be of a quality or quantity required to comply with any laws, rules, regulations or orders of the IEPA, Public Service Commission, or any other governmental or administrative body having jurisdiction from time to time over water system plants and their operations, now or hereinafter enacted.
4. So long as MCO does not materially breach these provisions of this Contract describing MCO's duties hereunder, any fines levied or the costs of any other enforcement action taken against the **Owner**, including any damages and costs attributed directly or indirectly thereto, shall be the financial responsibility of the **Owner**.

C. Confidentiality: Public Records

In performance of the contract, MCO and its employees may come into contact with material that relates to the legal status of the **Owner** or its wastewater system, including but not limited to issues of compliance with permits or environmental laws. MCO agrees that it will keep such information confidential and not share such information with anyone other than the **Owner** and the **Owner's** Engineer, including, but not limited to, other parties contracting with MCO without **Owner's** consent. MCO further agrees to adhere to all instruction of the **Owner**, the **Owner's** Engineer and its legal counsel regarding the handling of documents or other information that may be affected by the **Owner** status as a public governmental body.

D. Non-Solicitation and Non-Interference

For the protection of MCO's business, **Owner** agrees to each of the following separate, independent and severable provisions:

1. During the term of this Agreement and for a period of (2) years after this Agreement is terminated by either party for whatever reason, **Owner** shall not, and shall not allow any of its employees, agents, or elected or appointed officials to, directly or indirectly, solicit,

induce, or encourage any employee or agent of MCO to leave his/her employment or work with MCO to accept employment or work with Owner or with any other person, entity or municipality.

2. During the term of this Agreement and for a period of (2) years after this Agreement is terminated by either party for whatever reason, **Owner** shall not, hire or engage, whether directly or indirectly, any current or recent past employee or agent of MCO to perform services of the type and nature that MCO provides or offers to provide in the area of water and wastewater utilities management services. For purposes of this restriction a recent past employee or agent is one who has provided services in the past six (6) months as an employee or agent of MCO.
3. During the term of this Agreement and for a period of (2) years after this Agreement is terminated by either party for whatever reason, **Owner** shall not, directly or indirectly, individually, jointly, or on behalf of another, divert or seek to divert business, customers or employees away from MCO and/or shall not encourage, request, or advise any person or entity to withdraw, curtail, terminate, or cancel any business, prospective business, or business relationship with MCO.

E. Dispute Resolution

In an effort to resolve any conflicts that arise during the term of this contract, the **Owner** and MCO agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

If the dispute cannot be settled through direct discussion, or mediation, the parties may exercise such rights or remedies as either may have under the contract documents in respect of any dispute.

F. Miscellaneous

1. **Contract Confidential, Proprietary** – To the extent permitted by law, **Owner** agrees that the Project Approach, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of MCO.
2. **Force Majeure** - Either party may be relieved from performance of this Contract in the event of causes beyond the party's practical control, including, among others, injunction, strike, riot, invasion, fire, freezing, flood, explosion, breakdown, act of God, or the public enemy, or the like.
3. **Construction** - The heading to the sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of such provisions. All questions of construction, interpretations, performance, breach or enforcement of this Contract shall be determined in accordance with the laws, both statutory and common, of the State of Indiana.

4. **Assignment** - Neither this contract, nor any right under it, is assignable, whether by operation of law or otherwise, by any party, without the prior written consent of the other parties hereto.
5. **Waiver of Breach** - The failure of any party to require performance by the other party of any provision of this Contract shall not affect the right of such party to require future performance of the provision, and any waiver by any party of any breach of any provision of or delay in the exercise of any right under this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provisions, a waiver of the provision itself or a waiver of any right under this Contract.
6. **Entire Contract: Agreements** - This Contract constitutes the entire Contract and understanding between the parties relative to the subject matter hereof, and merges all prior discussions and agreements between them relating thereto. This Contract supersedes all previous agreements and understanding, if any, whether written or verbal, between the **Owner** and MCO, relating to the subject matter hereof. For purposes of this paragraph, "the subject matter hereof" means the operation or management of the **Owner's** water and wastewater systems.

This Contract may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this agreement signed by all parties.

7. **Severability** - In any covenant, condition or provision of this Contract is held to be invalid or unenforceable by reason of any statute, rules or public policy, all other covenants, conditions or provisions of this Contract shall nevertheless remain in full force and effect as if this Contract had been executed with the invalid or unenforceable portion thereof eliminated, and no covenant, condition or provision shall be deemed dependent upon the other covenant, condition or provisions unless so expressed.
8. **Notices** - Except as otherwise specifically provided herein, any notice hereunder shall be deemed sufficiently given by one party to the other if it (1) is in writing; and (2) delivered or rendered either in person or by depositing it in the United States mail in a sealed envelope with postage and postage charges prepaid, addressed as follows:

If to Owner: Board President
 Town of Westville
 100 Setser Drive
 Westville, IN 46391

If to MCO: Mr. Nathan W. Howell, Regional Manager
 Midwest Contract Operations, Inc.
 952 S. State Road 2
 Valparaiso, IN 46385

Any party may change its address by giving notice of such change to the others in the manner aforesaid. All such notices shall be effective when delivered in person or when mailed.

9. **Code Reference** - All references to statutes and the Indiana Administrative Code are intended to refer to such materials as amended are renumbered from time to time, and to include new provisions that refer or relate to the same subject matter.
10. Each person who signs this Agreement on behalf of a party represents and warrants that he/she is an authorized representative of the party on whose behalf he/she is signing, and that he/she has full authority to bind the party for which he/she is signing to each term and provision of this Agreement.



Midwest Contract Operations

FEE SCHEDULE - 2024

Effective: 01/01/2024

LABOR CLASSIFICATION	HOURLY RATE
Operations Manager # 2	\$124.20
Operations Manager # 3	\$103.50
Operator # 3	\$93.15
Operator # 2	\$87.98
Operator # 1	\$77.63
Technician # 2	\$67.28
Technician # 1	\$51.75
Senior Administrative Assistant	\$93.15
Administrative Assistant	\$77.63

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.15 of Cost
Delivery & Shipping	1.15 of Cost
Meals & Lodging	1.15 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.15 of Cost
REIMBURSABLE UNITS:	
Mileage - Car/Small SUV	\$.75/Mile or \$45/Hour
Mileage - Truck/Van	\$.75/Mile or \$51/Hour
All-Terrain Vehicle	\$10/Hour - 4 Hour Minimum
Trailer Vacuum Unit	\$20/Hour - 4 Hour Minimum

All work completed after regular business hours will be billed at a rate of time and a half the above noted rates.



Midwest Contract Operations

FEE SCHEDULE - 2024

Effective: 01/01/2024

LABORATORY FEES	RATE PER SAMPLE
BOD	\$25.00
TSS	\$15.00
NH3	\$18.00
Total Phosphorus	\$21.00
Ortho Phosphorus	\$17.00
COD	\$26.75
Ph	\$8.00
Volatile Acids	\$15.00
%TS, %TVS	\$18.00
Chlorine, Total	\$12.00
Chlorine, Residual	\$12.00
Dissolved Oxygen	\$6.50
30 minute settling	\$5.50
Fecal Coliform	\$38.00
E. Coli	\$38.00
E. Coli Weekly - 12/1 to 03/31	\$85.00
E. Coli Weekly - 04/01 to 10/31	\$105.00
Microscopic Exam - Mixed Liquor	\$365.00
Microscopic Exam – Extra Basin/Sampling Point	\$75.00
Microscopic Exam - Lagoon Analysis	\$365.00
Anthrone/Polysaccharide Test	\$250.00
Microscopic Report + Genetic Report	\$600.00
Anaerobic Micro + Genetic Report	\$450.00
Toxicity Inhibition Study – BASIC (nitrification study)	\$350.00
Toxicity Inhibition Study – ADVANCED	\$800.00
Samples sent to outside laboratory	1.15 of Cost

IN WITNESS WHEREOF, the parties hereto, by their duly authorized offices, have executed this Contract as of the date first above written.

**Town of Westville
LaPorte County, Indiana**



(Authorized Signature)

(Authorized Signature)



Witness

12-13-2023

Date

**Midwest Contract Operations, Inc.
Valparaiso, Indiana**



Nathan W. Howell
Regional Manager



Witness

EXHIBIT 1 – SCOPE OF SERVICES

Water System

- Provide staff to serve as certified operator in responsible charge to operate the drinking water treatment facility and distribution system. Provide five (5) visits per week.
- Train and oversee the town's staff in the operation of duties of the water treatment and distribution systems.
- Complete and sign the monthly Report of Operations and submit it to IDEM. MCO will provide certified operator visits five (5) days per week or less, if approved by IDEM.
- Oversee daily testing of water seven (7) days per week. Testing will include Free Chlorine, Total Chlorine, Iron, and Total and Free Chlorine testing of the distribution system.
- Oversee collection of two (2) total coliform sample per month as required by the total coliform rule.
- Provide Standardized Monitoring Framework sampling.
- Make process adjustments as needed.
- Oversee routine maintenance and repairs.
- Oversee a hydrant service and flushing program.
- Provide written report of operational condition of water facility and recommendations.
- Provide operational and testing assistance in the event of Town staff's absence.
- Provide locating services in the event no Town staff are available.
- Oversee the Lead Service Line inventory project.
- Assist town staff with testing and operational services as necessary during absence of town staff

Wastewater System

- Provide certified operator for plant checks.
- Oversee the laboratory testing five (5) days per week for TSS, CBOD, Ammonia, Phosphorus and E. coli. Also coordinate the whole effluent toxicity sampling, mercury sampling and total nitrogen sampling.
- Conduct or oversee five (5) days per week testing of pH, and Dissolved Oxygen.
- Perform operational adjustments necessary to maintain effluent limits.
- Perform or oversee maintenance and minor repairs which MCO staff are qualified to do and compile a Preventative Maintenance Plan.
- Perform adequate record keeping for the utility.
- Train and oversee Town staff in operation of the wastewater utility.
- Provide written report of operational condition of wastewater facility and recommendations.
- Provide operational services during the proposed construction and make necessary operational changes oversight during the construction process.
- Transition laboratory to testing requirement as it is changed to a Class 3 facility.
- Incorporate new equipment into O&M and operational requirements of the facility.
- Provide operational and testing assistance in the event of Town staff's absence.

- Provide locating services in the event no Town staff are available.
- Oversee operation of the Westville Correctional Center Lift Station. MCO will manage the GIS system.

Provided by the Town

- All testing supplies and equipment unless other testing arrangements are made.
- All operational costs, including supplies for both utilities.
- Town staff to provide lift station checks, MCO will review readings.
- Utility locates to locate sewer and water lines for Indiana 811 calls.
- Town staff will perform most routine water and wastewater daily testing.
- Staff to be trained in basic operation and testing to perform the necessary testing and evaluation of the utilities for weekend site visits.
- All collection system maintenance.
- Sludge disposal costs.
- Access to records and alarm system for the facilities.

Emergency Callouts

Emergency callouts will be performed as a joint effort between the Town staff and MCO. Both parties acknowledge that emergency services are difficult to plan for. Therefore, MCO will work with the Town to assist with emergency operations. If MCO deems it necessary to provide emergency services for reimbursement, the fees will be at 1½ times the normal operator fee per the attached fee schedule. Any extra fees will be approved by the Town Council Liaison prior to commencing with emergency callout operations.

Valve Exercising Program

Currently the Town is not performing routine valve exercising. MCO will provide a summary as to how many valves are in the system and estimate how much time will be required to do this service. MCO will provide a program to have 1/3 of the valves exercised per year. MCO is not including this labor in this proposal at this time.

ORDINANCE #2023- //

SALARY ORDINANCE FOR THE YEAR 2024

GENERAL FUND

<u>CLERK</u>	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Town Council Each Member (Monthly)	\$ 2,400.00	\$ 200.00	
Clerk-Treasurer	\$ 5,000.06	\$ 192.31	
Clerk - Level B (FT)	\$ 2,500.16	\$ 96.16	

RETIREMENT PROGRAM: 8% of annual salary for: Clerk-Treasurer and full-time clerk after completion of (6) six-month introductory period.

GENERAL FUND
Police Department

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Town Marshal (1)	\$59,428.20	\$2,285.70	
Chief Deputy (1)	\$54,428.40	\$2,093.40	
Detective (1)			
Patrol Sergeant (1)			
Resource Officer (1)			
First Class Deputy After completion of 1 st year from hiring date and at the Marshal's discretion. A recommendation from the Marshal and approval from the Town Council. (Five Deputies Max)	\$49,157.94	\$1,890.69	
Probationary Deputy (First Year)	\$41,200.38	\$1,584.63	
Part-Time Police Officer			\$25.00 - \$40.00
Records Clerk (2 – PT or FT)			

RETIREMENT PROGRAM: 8% of annual salary for: Town Marshal, Chief Deputy, First Deputy after completion of (6) six-month introductory period.

LIT PUBLIC SAFETY FUND

	<u>ANNUAL</u>	<u>PER PAY</u>
Marshal	\$	\$252.77
Chief Deputy	\$	\$252.76
First Class Deputy	\$	\$263.16

*TOTAL FOR MARSHAL POSITION FROM GEN FUND AND LIT PS FUND \$66,000.22

*TOTAL FOR CHIEF DEPUTY POSITION FROM GEN FUND AND LIT PS FUND \$61,000.16

*TOTAL FOR FIRST CLASS DEPUTY POSITION FROM GEN FUND AND LIT FUND \$56,000.10

RETIREMENT PROGRAM: 8% of per pay salary for: Marshal, Chief Deputy, First Class Patrolman after completion of (6) six-month introductory period.

MVH FUND

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Street Superintendent	\$68,228.16	\$2,624.16	
Laborer/Mechanic – Level A	\$51,400.18	\$1,976.93	
Laborer – P/T or F/T (If P/T max is 1,680 Hrs yearly)	\$37,440.00	\$1,440.00	\$16.50

RETIREMENT PROGRAM: 8% of annual salary for: Street Superintendent, Laborer/Mechanic – Level A, and Laborer Full-Time after completion of (6) six-month introductory period.

WATER COMPANY

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Town Council Each Member (Monthly)	\$2,400.00	\$200.00	
Clerk-Treasurer	\$28,860.00	\$1,110.00	
Clerk - Level A (FT)	\$24,502.40	\$942.40	
Clerk - Level B (FT)	\$20,760.48	\$798.48	
Clerk - Level C (FT/PT)	\$36,400.00	\$1,400.00	\$17.50 \$15.50 - \$17.50 (PT)
Utility Operator/GIS Coordinator	\$45,760.00	\$1,760.00	
Laborer – Part-Time – new hire			\$19.00

RETIREMENT PROGRAM: 8% of annual salary for: Clerk-Treasurer, Clerk – Level A, Clerk-
Level B and Utility Operator/GIS Coordinator after completion of (6) six-month introductory
period.


SEWAGE COMPANY

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Town Council Each Member (Monthly)	\$2,400.00	\$200.00	
Clerk-Treasurer	\$28,860.00	\$1,110.00	
Clerk - Level A (FT)	\$24,502.40	\$942.40	
Clerk - Level B (FT)	\$20,760.48	\$798.48	
Sewage Operator	\$52,000.00	\$2,000.00	
Sewage Operator/Lab Tech	\$45,760.00	\$1,760.00	
Sewage Operator Assistant	\$41,600.00	\$1,600.00	
Laborer – Part-Time – new hire			\$19.00

RETIREMENT PROGRAM: 8% of annual salary for: Clerk-Treasurer, Operations Foreman, Sewage Operator, Clerk – Level A, Clerk – Level B – Full Time, and Full-Time Laborers after completion of (6) six-month introductory period.

PASSED AND ADOPTED THIS 12th DAY OF December, 2023.

WESTVILLE TOWN COUNCIL


MICHAEL ALBERT


JAMES BECHINSKE

OLGA POTHORKSI


DEBORAH KELLY


NATE BURNETT

ATTEST:


LORI MERCER, CLERK-TREASURER

RESOLUTION #2023-10
TRANSFER OF FUNDS

BE IT RESOLVED BY THE WESTVILLE TOWN COUNCIL THAT THE
FOLLOWING FUNDS BE TRANSFERRED:

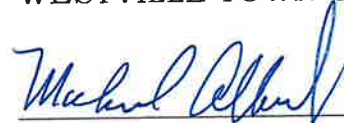
Transfer Seven Thousand Five Hundred Dollars (\$7,500.00) from Appropriation
#1101200134 (Health Insurance) GEN FUND (P) to Appropriation
#1101200440 (New Equipment) GEN FUND (P)

Transfer Seven Thousand Five Hundred Dollars (\$7,500.00) from Appropriation
#1101200134 (Health Insurance) GEN FUND (P) to Appropriation
#1101200313 (Other Fees/Serv) GEN FUND (P)

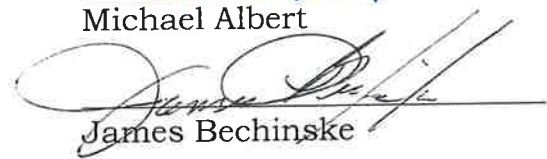
Transfer Ten Thousand Dollars (\$10,000.00) from Appropriation #2201001134
(Health Insurance) MVH FUND to Appropriation #2201001290 (Miscellaneous
Supplies) MVH FUND

PASSED AND ADOPTED THIS 12th DAY OF December 2023.

WESTVILLE TOWN COUNCIL

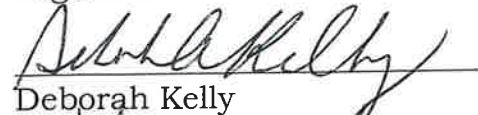


Michael Albert



James Bechinske

Olga Pothorski



Deborah Kelly



Nathan Burnett

ATTEST:


Lori Mercer Clerk-Treasurer