

WESTVILLE TOWN COUNCIL
MARCH 2, 2022
SPECIAL MEETING
100 SETSER DRIVE
5:00 P.M.

AGENDA

USES FOR ARP MONEY

OLD TOWN HALL APPRAISALS/SALE

LEGAL NOTICE

The Westville Town Council will meet in a special meeting at 5:00 p.m. (local time) on March 2, 2022. The special meeting will be held at Town of Westville Community Room located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

***This notice is not for legal publication
but just for notification purposes.***

WESTVILLE TOWN COUNCIL

MARCH 02, 2022

MINUTES OF MEETING

A special meeting of the Westville Town Council was held at the Westville Town Complex Community Room, 100 Setser Drive at 5:00 p.m. Present: Michael Albert, James Bechinske, Olga Pothorski, Nate Burnett, Lori Mercer, Clerk-Treasurer.

Absent: Deborah Kelly

Michael Albert opened the meeting with discussion for some allowable uses for the ARP money that we received in 2021. After communication with each department head regarding estimated costs of what they feel they needed, the council determined that the following items would be considered; A used bucket truck for MVH at a cost not to exceed \$80,000.00. Two (2) new squad cars, fully equipped, at a cost not to exceed \$58,000.00 each (\$116,000.00 total). The Fire Department contractual amount needed after the General Fund portion is \$29,000.00. An allotment of \$65,000.00 to possibly help purchase needed items for the Fire Department. \$36,000.00 will go toward the trash fund. \$20,000.00 will go toward the costs for Baker-Tilly to help prepare the paperwork for the ARP items and possible related items to help with the trash fund study. A new plow truck for MVH at a cost not to exceed \$60,000.00. The total for all suggested items is \$406,000.00. The ARP fund currently has \$433,756.08.

Michael Albert made a motion to apply for an additional appropriation from the ARP Fund in the amount of \$406,000.00. James Bechinske, second. Roll Call: Pothorski, yes; Bechinske, yes; Burnett, yes; Albert, yes.

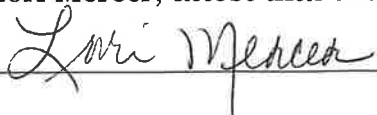
Michael Albert reported that since the appraisals are in for the old Town Hall, that we can begin the process of getting it published in the paper to accept bids. The average of both appraisals is \$121,500.00 and that is what has to be the starting bid. Michael Albert made a motion to begin the process to get the notice published in the paper. James Bechinske, second. Roll Call: Pothorski, yes; Bechinske, yes; Burnett, yes; Albert, yes.

The Town has been a member of the Shared Ethics Advisory Commission (SEAC) since 2018 and has not seen much benefit from this. The Town pays dues to be on this Commission and has been unable to find a resident who is willing to serve on the Commission and Lori Mercer, who serves on the Joint Board of Delegates, does not have time to commit to this. The Council agreed to dissolve the Town's membership of the Shared Ethics Advisory Commission at the end of 2022.

A motion to adjourn was made by Michael Albert at 7:40 PM. Olga Pothorski, second. Motion carried.



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



**NOTICE OF PROSPECTIVE SALE
BY THE TOWN OF WESTVILLE**

Notice is hereby given that the Town Council of the Town of Westville, LaPorte, County, Indiana (“Town”) will receive written sealed bids at Westville Town Hall located at 100 Setser Drive, Westville, Indiana, 46391, before the hour of 2:00 p.m. (local time) on the 12th day of April 2022, to purchase the real estate and improvements including a commercial structure formerly housing the Westville Town Hall located at 353 W Main Street, Westville, Indiana (the “Property”) with Parcel Numbers of 46-09-29-288-009.000-028, 46-09-29-288-010.000-028, and 46-09-29-288-008.000-028 and with the legal description as follows:

353 W Main Street

49-09-29-288-009 EX E 58 FT CLYBURNS LT 1 BLK 6 E 2 FT CLYBURNS LT 2 BLK 6.; 49-09-29-288-010 CLYBURNS MID PT LT 1 BLK 6.; 49-09-29-288-008 CLYBURNS 23 FT E SD EX 2 FT E SD LT 2 BLK 6.

1. A minimum bid of One Hundred Twenty-One Thousand Five Hundred Dollars (\$121,500.00) has been established for the sale of the Westville Town Hall.
2. Bids submitted after the aforementioned deadline shall not be considered.
3. The Town will open and read aloud the bids at the regular meeting of the Westville Town Council scheduled at 6:30 p.m. (local time) on the 12th day of April, 2022.
4. The Property is being sold “as is” “where is” with no representations or warranties whatsoever. Bidders are strongly encouraged to acquire such information as deemed necessary regarding environmental, zoning, land title, physical condition, utility

service, and other site and neighborhood features and circumstances that may affect the Property. Upon request, the Town may permit potential bidder to inspect and conduct limited testing on the Property. The successful bidder shall be responsible for performing all work required to clean up and/or remediate the Property in compliance with all local/state/federal laws and regulations.

5. The sale will continue from day-to-day for a period determined by the Westville Town Council not more than sixty (60) days.

6. The property may not be sold to any person who is ineligible to purchase property pursuant to Indiana Code § 36-1-11-16, that is, any persons who owe delinquent taxes, special assessments, penalties, interest, or costs directly attributable to real property located in LaPorte County, Indiana.

7. Bids submitted by at Trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each:

- A. Beneficiary of the Trust; and,
- B. Settlor empowered to revoke or modify the Trust.

8. All bids must be open to public inspection.

9. Any and all bids will not be subject to conditions and the real estate and its improvements will be sold as-is with no warranties of any kind.

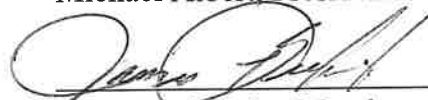
10. Questions or comments shall be directed in writing to the Town's Clerk-Treasurer, Lori Mercer, Lori.Mercer@westville.us, by 2:00 p.m. (local time) on April 12,

2022. Questions and answers will be posted on the Town's website located at www.westville.us on April 12, 2022.

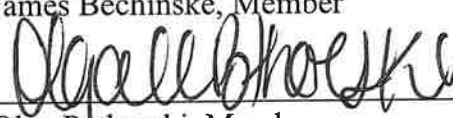
WESTVILLE TOWN COUNCIL



Michael Albert, President



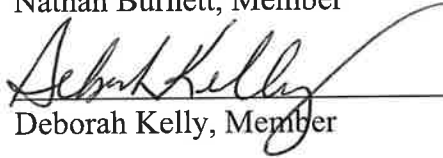
James Bechinske, Member



Olga Pothorski, Member



Nathan Burnett, Member



Deborah Kelly, Member

WESTVILLE TOWN COUNCIL
MARCH 8, 2022
100 SETSER DRIVE
7:00 P.M.

AGENDA

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

MCPMAHON WATER AGREEMENT

BAKER TILLY WATER AGREEMENT

MCO CONTRACT

STREETS

DEPARTMENT HEAD REPORT

PARKS

POLICE

DEPARTMENT HEAD REPORT

FINANCE

MISCELLANEOUS

WVFD ACTIVITY REPORT

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

WESTVILLE TOWN COUNCIL

MARCH 08, 2022
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, James Bechinske, Olga Pothorski, Deborah Kelly, Nate Burnett, Lori Mercer, Clerk-Treasurer; Town Attorney, Doug Biege.

A motion was made by James Bechinske to approve minutes of the February, 2022 meeting. Michael Albert, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

A motion was made by Olga Pothorski to approve claims for the month of February, 2022. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert reported that Nate Burnett was appointed by the LaPorte County Republican Chairman, Al Stevens, to fill the vacancy on the council created by Regina Ruddell.

UTILITIES

Nathan Howell gave a brief summary of the MCO report for the month of February. It is attached.

Michael Albert made a motion to enter into agreement with McMahon Eng. regarding the possibility of WCC hooking into our water system. McMahon will need to review the water plant to see what all would need to be done to make this happen and then Baker Tilly would get this information from McMahon to perform the rate study. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to enter into agreement with Baker-Tilly for the WCC water project for the rate study. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to approve the contract between MCO and the Town for a term to begin 1/1/2022 through 12/31/2022. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

STREETS

There was nothing to report in Streets.

PARKS

There was nothing to report in Parks.



POLICE DEPARTMENT

Marshal Hynek reported the monthly stats.

Marshal Hynek thanked the council for the appropriation for the two (2) new squad cars. He stated that they are looking at 2022 Durango's and there is a quote for a trade-in for the 2014 Explorer for \$8,000.00.

Marshal Hynek explained the hybrid K-9 proposal. He stated that the cost would be no different than hiring a part-time officer. He stated that Eternal Canine will be providing the dog and he also stated that he spoke with Debbie Blake and was told that there would be no additional insurance required. Marshal Hynek stated that he felt this would be a great start to the Town getting our own K-9 program with donation funds. He also stated that the County has agreed to allow WVPD to train along-side them. Marshal Hynek also stated that the dog handler is still under the umbrella of being non-certified, so he would have to get him up to par this year and stated that since Joe Walker is certified as an instructor this would be at no cost to the town. James Bechinske asked Marshal Hynek how many dogs the County has and Marshal Hynek stated that they have four (4). James Bechinske asked if the Town has access to those dogs and Marshal Hynek stated that due to how the County has their shifts set up it may not be possible for them to make it to a call with a vehicle that may have narcotics inside. James Bechinske asked if we would have access to the dogs at the Correctional Center and Marshal Hynek was unsure of how that program worked. Marshal Hynek stated he would not be outfitting a vehicle for the dog at this time, but the handler has a cage for the dog. Marshal Hynek stated to retro-fit a car for a dog would cost approximately \$10,000.00. He also stated that the Town would be in compliance with all of the state standards and certification, and a neutral third-party to get it established and keep up on those certifications.

Clerk-Treasurer asked Marshal Hynek to forward her the quotes for the new squad cars.

Michael Albert made a motion to appoint Nate Burnett as Liaison to the Police Department. James Bechinske, second. Roll Call: Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to appoint Olga Pothorski to serve with him on the Personnel Committee. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Olga Pothorski made a motion to nominate James Bechinske as Council Vice-President. Michael Albert, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, abstained; Kelly, yes; Albert, yes.

FINANCE

MISCELLANEOUS

Michael Albert made a motion to begin the process of taking bids for the 2009 Utility box van. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Attorney Doug Beige will contact Clerk-Treasurer Mercer with the specifics of the bidding process.

CITIZENS COMMENTS

ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL

A motion to adjourn was made by Olga Pothorski at 7:28 PM. Michael Albert, second. Motion carried.

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

Lori Mercer



Town of Westville
February 2022 Monthly Report of Operations
Prepared By: Nathan Howell
March 8, 2022

Water

1. GIS –Adam has the notebook operational and has completed the verification of Water Tower Place. We are planning to have him go to Hebron a couple of days to work with their staff. They have the same system. This was scheduled for two weeks ago, but the weather forced postponement.
2. The small tower demolition has been postponed until spring due to the weather.
3. IDEM completed the sanitary survey for the water system. Generally, the system graded well. There were a few minor corrections needed, however. The backflow protection policy needs to be implemented.
4. The Surf Air fiber optic project has been postponed until March. We received an email indicating they have altered the project and will be installing fiber along 421 first. Hopefully, all the work Adam did in locating Water Tower Place will not be wasted.
5. There was a water main break on Walnut Street. D&M did the repair. We shut the main down and issued a boil advisory. All samples were satisfactory.
6. There is a meeting with INDOT regarding the roundabout project on March 14, 2022.
7. There was a problem with the generator. EVAPAR was on site and corrected it.

Wastewater

1. The Nash Finch Lift Station still needs a flow meter installed. We have had Bowen on site to look at it and determine a price to do the work. We will also have them install a concrete slab to install a generator. We think we may have a solution for the flow meter installation. We believe we can install it on the force main entering the manhole. If we can do this, we will save thousands of dollars.
2. We had several problems with the lift station at the WWTP. We corrected several but had Superior Pumping on site several times. This type of system is very problematic.
3. 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.
4. We continue to spend much of our time on the DOC WWTP renovation project. Construction will really start to speed up this month.
5. We had liquid sludge hauled and disposed of. Johnson's Septic hauled it and disposed of it. We rented a pump from Superior to pump the material to the tanker. They removed 101,000 gallons for a cost of \$19,800. Hopefully, we will not need to haul liquid sludge again.

Town of Westville - Operational Summary for the Wastewater Treatment Plant

Influent

2022	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	5,902,400	241,900	156,400	190,400	139	216.3	316	494.6	28.8	45.7	5.1	8.1
February	5,874,400	416,000	176,100	209,800	153	275	242	425	25.6	44.8	5.1	8.9
March												
April												
May												
June												
July												
August												
September												
October												
November												
December												

Effluent

2022	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	5,821,000	242,100	155,300	187,800	3	97.8	7.3	97.7	.3	94.1	1.25	95.7
February	5,829,000	425,000	167,600	208,200	2.9	98.1	8.2	96.6	.5	89.4	.6	97.7
March												
April												
May												
June												
July												
August												
September												
October												
November												
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.)
01/31/22	4,401,000	233,700	0	141,400	73	51
02/28/22	4,437,300	280,100	46,700	158,500	75.6	50
03/31/22						
04/30/22						
05/31/22						
06/30/22						
07/31/22						
08/31/22						
09/30/22						
10/31/22						
11/30/22						
12/31/22						

Town of Westville
100 Setser Drive
Westville, IN 46391

Date: February 18, 2022

McM. No. _____

PROJECT DESCRIPTION:

Engineering Evaluation Update
Town of Westville – Westville Correctional Center Drinking Water Connection

SCOPE OF SERVICES:

McMAHON Associates, Inc. agrees to provide the following Scope of Services for this project:

1. Re-evaluate the Town of Westville drinking water supply, treatment, and distribution system as it pertains to the potential connection of the Westville Correctional Center to the Town network.
2. Get updated existing water demand from the Town of Westville and the projected demand from the proposed Westville Correctional Center improvements.
3. Recommend water supply and treatment upgrades required to facilitate the connection.
4. Provide at least one (1) recommendation for distribution system improvements and extension to service the Westville Correctional Center.
5. Develop and update Opinions of Probable Project Costs associated with supply, treatment and distribution system upgrades and expansion.
6. Update / amend the Engineering Evaluation prepared by McMahan, dated February 8, 2016.
7. Assist Town and their Financial Consultant in developing a proposal to the Indiana Department of Corrections for drinking water service.
8. Attend meetings as necessary.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Owner agrees that the Project Description, 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 the McMAHON Associates, Inc. Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
- Lump Sum:
- Other:

COMPLETION SCHEDULE:

McMAHON Associates, Inc. agrees to complete this project as follows:

- Initial draft of report ready within approximately thirty (30) calendar days.


ACCEPTANCE:

The General Terms & Conditions and the Scope of Services (Defined in the Above Agreement) are accepted, and McMAHON Associates, Inc. is hereby authorized to proceed with the Services.

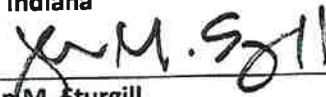
- This Agreement Confirms Our Written Proposal, Dated: _____
- This Agreement Confirms Our Verbal Estimate Given On: _____

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

OWNER: Town of Westville

By: 
(Authorized Signature)
Title: Town Council President
Date: 3/8/22

**McMAHON Associates, Inc.
Valparaiso, Indiana**

By: 
John M. Sturgill
Title: Vice President/General Manager
Date: 2/18/2022

Phone Number: 219-785-2123

E-mail Address: lori.mercer@westville.us

952 SOUTH STATE ROAD 2 ▪ VALPARAISO, IN 46385 ▪ PH. 219-462-7743 ▪ FX. 219-464-8248 ▪ WWW.MCMGRP.COM

RE: Municipal Water Utility – Cost of Service Study

DATE: February 18, 2022

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the Town of Westville (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services with respect to the water utility Cost of Service study.

A. Analysis of Costs and Revenues (Rate Analysis) (Municipal Advisory and Consulting Services)

1. Analyze historical recorded financial information for a period of three (3) calendar years and the most recent calendar year (the "test year").
2. Detail from available records a schedule of flow of funds for the past three (3) calendar years and the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements and expenditures for improvements to the utility property and plant.
3. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified.
4. Analyze accounts, invoices and pertinent documents and interview Client personnel and/or consulting engineers made available by the Client to determine possible changes in expenses and the possible effects of those changes.
5. Obtain information from Client officials, engineers and/or other available sources to suggest to the Client adjustments to test year cash operating expenses such as additional labor, power costs, chemical costs, additional taxes and other fixed, known and measurable expense changes.
6. Schedule monthly revenues of the test year in order to locate and adjust unusual and significant fluctuations in such revenue.
7. Prepare amortization schedules of presently outstanding funded debt extending over the life of the remaining years of payment and obtain information from bond ordinances or other documents relating to such funded debt.
8. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.
9. Assist in the development of a capital improvements program and determine alternative financial programs leading to the obtaining of funds necessary to meet the capital improvement requirements through funds now available and/or future revenues of the system and/or the use of debt financing.
10. Provide alternative estimates of future annual revenue requirements for consideration by the Client.

B. Cost of Service Study (Consulting Services)

1. Obtain information from Client officials, consulting engineers and available records, invoices, etc. to determine the classification of utility plant as necessary for Cost of Service analyses.
2. Furnish a detailed study of all customer billings for twelve (12) months' usage of the test year for each rate schedule currently in effect in order to determine billing demands and customer usage characteristics.
3. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to determine maximum hourly demand characteristics, maximum daily demand characteristics, fire flow requirements, meter equivalence ratios and other data for each customer classification in order to determine the cost responsibility for each class of service.
4. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to arrive at the allocation of the costs of utility plant operating expenses and other revenue requirements to cost functions (i.e. base costs, extra capacity, customer, administrative and direct functions).
5. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to arrive at the allocation of each functional cost to each of the present customer classifications in relation to each customer class's responsibility for those costs.
6. Compare the test year revenues under the current schedule of rates with the projected annual costs of providing service for each of the present customer classifications.
7. Recommend the consolidation or expansion of certain present rate classifications where appropriate.
8. Recommend alternative methods of revising rates and charges which are projected to produce revenues approximately equal to the determinable costs of providing service to the customers being billed from said rates.
9. Furnish an accounting report of findings and recommendations concerning the finances of the Client and a new schedule of rates and charges.

C. Assist the Town with the wholesale rate negotiations and inter-local agreement with the Indiana Department of Correction (IDOC).

D. Meetings and Local Rate Hearing (Consulting and Municipal Advisory Services)

1. Meet, as needed, with the Client to discuss findings and recommendations.

**SCOPE APPENDIX to
Engagement Letter dated: November 3, 2020
Between Town of Westville and
Baker Tilly US, LLP**

Compensation and Invoicing

BTMA's fees for services set forth in the Scope Appendix will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred and will not exceed Thirty Thousand Dollars (\$30,000) without further authorization from the Client.

Standard Hourly Rates by Job Classification
9/1/2021

Partners / Principals / Directors	\$320.00	to	\$525.00
Senior Managers / Managers	\$205.00	to	\$315.00
Senior Consultants / Senior Financial Analysts	\$165.00	to	\$200.00
Consultants / Financial Analysts	\$140.00	to	\$160.00
Support Personnel	\$100.00	to	\$150.00
Interns			\$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity[®]. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.

**SCOPE APPENDIX to
Engagement Letter dated: November 3, 2020
Between Town of Westville and
Baker Tilly US, LLP**

- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Jeffrey P. Rowe

Jeffrey P. Rowe, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: *Michael Allent*

Title: *Council President*

Date: *3/8/22*

CONTRACT

Between

**Town of Westville
LaPorte County, Indiana**

&

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

**Operations and Maintenance 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, 2022 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, two (2) water towers, 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. Due to the proposed addition of the Westville Correctional Center to the Town's utility, MCO will continue to evaluate its fees and Scope of Services as the project proceeds.

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, 2022.

B. DURATION OF CONTRACT & CONTRACT RENEWAL

This contract shall be effective through December 31, 2022.

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. Supervise and administer outside services contracted for the water and wastewater systems. **MCO** shall periodically advise **the Owner** of the course of performance of such contracts, and shall suggest improvements or future changes that would be beneficial to **the Owner**. **MCO** shall also advise **the Owner** of any known failure to fully perform such contracts. All new Contracts or amendments to current contracts shall only be effective if agreed in writing signed by **the Owner**.

Any outside contract services shall be first approved by **the Owner**.

10. 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.
11. 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 D, 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 hour 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 \$9,775.00 (\$117,300.00 annually). The **Owner** shall pay 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 IV, above. This representation is subject to Section V, Subsection E, 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 E.
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.

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: Mr. Michael Albert, President
Town of Westville
100 Setser Drive
Westville, IN 46391

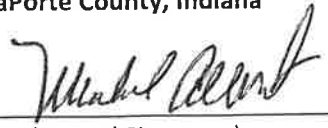
If to MCO: Mr. Nathan W. Howell, Regional Manager
Midwest Contract Operations, Inc.
952 S. State Road 2
Valparaiso, IN 46385

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.

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



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, Manganese, and pH. These will be performed on raw, water, finished water and one sample from 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.

Wastewater System

- Provide certified operator for plant checks.
- Oversee the laboratory testing three (3) days per week for TSS, CBOD, Ammonia, Phosphorus and E. coli.
- 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.
- 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 onsite 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.

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 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 of \$70.00 per hour. 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.



2022 FEE SCHEDULE
Midwest Contract Operations, Inc.
Valparaiso, Indiana

<u>LABOR</u> <u>CLASSIFICATION</u>	<u>HOURLY</u> <u>RATE</u>
Manager #2	\$105.50
Manager #1	\$95.00
Operator #3	\$85.00
Operator #2 / Accounting	\$75.00
Operator #1 / Clerical	\$65.00
Technician / Part-Time	\$50.00
Mileage – Car	\$0.65/Mile
Mileage – Truck	\$0.85/Mile

Services subcontracted will be billed to the Owner at invoice cost plus 15%. Use of special equipment such as flow meters, samplers, dippers, etc. will be charged to the project per the standard equipment rate schedule, which is available upon request.

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

January 1, 2022

WVFD Activity Recap

Location: Westville Town Hall Monthly Town Board Meeting

Date: 03-8-2022

Time: 19:00

Agenda details:

- I. February 2022 Calls
 - A. Town Limits- 7
 - B. New Durham Twp- 15
 - C. Jackson Twp- 6
 - D. Mutual Aid- 1
 - E. Total----- 29

Happenings:

Truck update