

WESTVILLE TOWN COUNCIL
NOV 09, 2021
REGULAR MEETING
100 SETSER DRIVE
7:00 P.M.

AGENDA

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

STREETS

DEPARTMENT HEAD REPORT

PARKS

POLICE

DEPARTMENT HEAD REPORT

FINANCE

ADDITIONAL APPROP ORD 2021-13 (CORRECTION FROM OCT)

2022 SALARY ORDINANCE 2021-14

EMPLOYEE HEALTH INSURANCE

~~BOND ORDINANCE AMENDMENT~~

MISCELLANEOUS

RESOLUTION 2021-10, TOWN HOLIDAYS FOR 2022

EMPLOYEE HANDBOOK AMENDMENTS

MEDIACOM CONTRACT

JULIA KRETLOW

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

WESTVILLE TOWN COUNCIL

NOVEMBER 09, 2021
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, Regina Ruddell, James Bechinske, Olga Pothorski, Lori Mercer; Clerk-Treasurer, Town Attorney, Doug Biege.

Absent: Deborah Kelly

A motion was made by Regina Ruddell to approve minutes of the October, 2021 meeting. Olga Pothorski, second. Roll Call: Ruddell, yes; Bechinske, yes; Pothorski, yes; Albert, yes.

A motion was made by James Bechinske to approve claims for the months of October, 2021. Michael Albert, second. Roll Call: Ruddell, yes; Bechinske, yes; Pothorski, yes; Albert, yes.

UTILITIES

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

Nathan stated that we will need to hire D&M to do some work regarding the removal of the old water tower and it will be a bit costly. Council approved the D&M doing the work.

Michael Albert briefly explained the revised agreement between Baker Tilly and the Town. He stated that the hourly rate went from \$60.00/hr to \$70.00/hr. Michael Albert made a motion to enter into the revised agreement with Baker Tilly. Regina Ruddell, second. Roll Call: Ruddell, yes; Bechinske, yes; Pothorski, yes; Albert, yes.

Michael Albert briefly explained the financing for the wastewater expansion project. There will be two (2) payments due on the project prior to the startup. The Town would have had to make these payments before any revenue was coming in. To avoid this, the State of Indiana gave a \$730,000 grant toward the bond issue with the stipulation that WCC would receive a 10% discount on their minimum monthly bill for five (5) years. In order to make up for the loss of revenue to the Town for the discount, the IFA has dropped the interest rate on the bond and there will not be a payment due on interest or principal until Jan.1, 2024 and this will not lengthen the life of the loan.

STREETS

James Bechinske reported there is a low spot on Fairview Ave. that Reith-Riley will need to repair before payment is made in full. They anticipate repairing it next week.

James Bechinske thanked the Street Department employees for all of their hard work removing a tree that fell on Main Street, which damaged a parked vehicle.

Handwritten initials: MB, AL

Handwritten initials: JR

Handwritten initials: DP

PARKS

There was nothing to report in Parks.

POLICE DEPARTMENT

Marshal Hynek reported monthly stats.

Marshal Hynek reported that Nate Cashman is doing very well in the academy and will be on duty beginning next week and will be hitting the road in January, pending training status.

Marshal Hynek reported that INDOT will be conducting a traffic count investigation regarding the crossing guard zone.

Marshal Hynek reported that the Boys & Girls Club program at the school is doing very well and there is a waiting list to join the program.

Marshal Hynek reported that he signed the agreement with the Unity Foundation to start an endowment fund for the Westville Police Department Scholarship Fund to be given to a graduating senior with a GPA of at least 3.0, with preference to a Westville student and they have to be interested in law enforcement to some capacity as their area of study.

FINANCE

Michael Albert stated that the Additional Appropriation Ordinance that was adopted at the October meeting as 2021-12, should in fact have been 2021-13. This was noted just to be reflected in these minutes.

Michael Albert read Ordinance 2021-14, Salary Ordinance for the year 2022, by title only. Michael Albert made a motion to approve Ordinance 2021-14 on the first reading. James Bechinske, second. Roll Call: Ruddell, yes; Bechinske, yes; Pothorski, yes; Albert, yes. Michael Albert made a motion to suspend the rules and adopt Ordinance 2021-14. James Bechinske, second. Roll Call: Ruddell, yes; Bechinske, yes; Pothorski, yes; Albert, yes.

Michael Albert reported that employee health insurance went up by 8%, which was expected.

Michael Albert stated we will begin to contact appraisers at the beginning of the year to get new appraisals on the old town hall so that we can re-list it.

MISCELLANEOUS

Michael Albert read Resolution 2021-10, Town Holidays for 2022, in its entirety. Michael Albert made a motion to adopt Resolution 2021-10. Regina Ruddell, second. Roll Call: Ruddell, yes; Albert, yes; Bechinske, yes; Pothorski, yes.

Michael Albert explained the changes that were made to the employee handbook. Copies of the changes are attached. Michael Albert made a motion to approve the amendments to the employee handbook. Regina Ruddell, second. Roll Call: Ruddell, yes; Bechinske, yes; Pothorski, yes; Albert, yes.

MISCELLANEOUS (CON'T)

Michael Albert reported the Mediacom lease agreement expires at the end of this year and a new agreement has been drawn up and the Town attorney has reviewed it and approved. Michael Albert made a motion to approve the lease agreement with MediaCom. James Bechinske, second. Roll Call: Ruddell, yes; Bechinske, yes; Pothorski, yes; Albert, yes.

Juila Kretlow, from the Chamber of Commerce, was in attendance and asked the Council to allow Main Street to be closed from Railroad St. to Ridge St. on June 4, 2022, to be able to hold the Market on Main event. The time frame will be from 10 am to 4 pm, but set up will begin around 9 am, as they will also be having a 5K run. Michael Albert made a motion to allow Market on Main to use Main Street with the above-mentioned closures on June 4, 2022. Regina Ruddell, second. Roll Call: Ruddell, yes; Bechinske, yes; Pothorski, yes; Albert, yes.

CITIZENS COMMENTS

The WVFD reported its activity report; it is attached. Dave Funkhouser stated they also gave \$1,000.00 scholarship to a senior at Westville School, which was not listed on their report.

ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL

A motion to adjourn was made by Michael Albert at 7:25 PM. James Bechinski, second Motion carried.

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





Town of Westville
October 2021 Monthly Report of Operations
Prepared By: Nathan Howell
November 9, 2021

Water

1. GIS –Adam has the notebook operational and has completed the verification of Water Tower Place.
2. We received a call regarding a leak on Monon Street. We were on site in the evening and throttled it since it appeared it was losing a lot of water. D&M was on site the next day to repair it. We issued a boil advisory because we felt the pressure had dropped below 20 PSI. All tests came back satisfactory.
3. We met regarding the small tower demolition. Surf Broadband still has equipment on the structure. We have contacted Charlie Ray regarding the piping from the altitude valve structure. We are waiting on prints so we can disconnect the main from the tower. D&M will do this work. The tower will be demolished, and the valve structure will be removed. We will have to schedule with NIPSCO and Isler for this.
4. We have heard nothing more about the roundabout.
5. We are compiling a list of all the backflow preventers in the Town and will need to start tracking them and making sure they are tested annually. This is required by IDEM. The Use Ordinance may need to be modified to reflect this.

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. 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.
3. We continue to spend much of our time on the DOC renovation project. We will need to adjust our treatment strategies due to the construction phase. We are discussing the demolition inside the solids handling building. When this happens, we will hold the sludge and have Johnson's Johns pump and haul it if we fill the sludge holding tank.
4. We were told by G.E. Marshal that they will not be able to repair the broken casting on the manhole on US 421 north of McDonald's. Another cover is now loose which will need to be corrected. We have discussed this with Bowen.

Town of Westville - Operational Summary for the Wastewater Treatment Plant

Influent

2021	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	5,781,500	227,000	165,000	186,500	143	230	282	447	29.6	46.1	5.6	8.7
February	5,650,400	248,800	177,600	201,800	145	249	296	506	24.9	42	5.1	8.6
March	5,992,300	255,700	160,000	193,300	159	262	327	524	24.8	39.9	5.7	9.2
April	5,708,400	259,100	163,100	190,280	171	285	313	519	28.1	44.6	5.4	8.6
May	6,342,600	362,000	163,700	204,600	152	260	301	512	27.9	47.7	5.1	8.7
June	5,790,000	301,600	160,600	192,800	217	329	829	1255	31.5	50.7	7	11.3
July	5,821,800	260,000	130,700	187,800	160	256	256	271	30.8	48.3	5.3	8.3
August	6,283,700	311,800	169,300	202,700	136	239	282	511	26.9	45.3	5.5	9.3
September	5,490,000	246,900	156,100	193,200	173	279	321	522	31.5	50.7	5.7	9.2
October	6,200,000	200,000	166,300	375,200	226	368	308	508	28.8	48.1	5.6	9.3
November												
December												

Effluent

2021	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	5,560,000	221,000	158,000	174,900	2.5	98.2	3.8	98.1	.2	97.2	.16	99.5
February	5,406,400	230,500	170,000	193,100	3	97.8	6.5	97.8	.2	96.1	.34	98.6
March	5,753,700	249,800	157,900	185,600	3.1	98	7.5	97.7	.3	94.6	.08	99.7
April	5,485,500	251,900	154,900	182,850	2.3	98.7	5.3	98.3	.6	88.6	.05	99.8
May	6,088,400	196,400	154,200	196,400	2.5	98.3	5.3	98.2	.6	88.7	.04	99.8
June	5,629,800	298,400	150,600	187,700	2.9	98.7	5.9	99.3	.5	92.4	.07	99.8
July	5,461,900	249,500	157,100	182,100	2.1	98.7	3.9	98.6	.4	91.8	.03	99.9
August	5,891,000	310,500	157,100	192,900	2.2	98.4	3.9	98.6	.4	93.1	.05	99.8
September	5,490,900	246,900	156,100	183,000	2.6	98.5	4.4	98.5	.4	93.2	.09	99.7
October	4,123,200	372,300	156,400	191,400	2.1	99.1	4	98.7	.3	95	.08	99.7
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.)
01/31/21	3,642,000	159,500	0	117,300	56.3	41
02/28/21	4,212,900	397,600	53,500	150,500	62	46
03/31/21	5,196,600	255,700	110,700	167,000	75.9	59
04/30/21	5,080,800	263,300	79,100	168,100	75.4	44
05/31/21	5,299,200	261,000	83,400	172,500	83.9	39
06/30/21	4,582,600	250,00	77,800	151,200	67.8	54
07/31/21	4,541,900	244,700	65,000	145,300	63.8	53
08/31/21	4,912,160	219,500	73,700	158,200	75.8	59
09/30/21	4,539,200	250,200	71,300	151,500	78.8	54
10/31/21	4,123,200	225,900	45,400	135,200	70.8	41
11/30/21						
12/31/21						

RE: Proposed Sewage Works Revenue Bonds of 2021

DATE: November 4, 2021

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:

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

1. Compile from available records historical balance sheets and/or historical recorded financial information for a period of three (3) calendar years and the most recent twelve (12) month period available (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 of the Utility 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. Suggest across-the-board increases for the Utility as may be considered necessary to meet the estimated future annual revenue requirements.
10. 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.

11. Provide alternative estimates of future annual revenue requirements for consideration by the Client.
12. Prepare comparative information concerning the present and possible future rate structure of the Client in comparison with other utilities in Indiana.
13. Assist the Client with the preparation and negotiation of an interlocal treatment agreement with the Indiana Department of Corrections.

B. Meetings and Reports (Municipal Advisory, Consulting, and Compilation Accounting Services)

1. Attend a meeting with officials of the Client to discuss findings and recommendations.
2. Furnish a financial report summarizing the results of the Firm's studies for submission to the Client.
3. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
4. Attend a public hearing to be conducted by the Client in order to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

BOND ISSUE

C. Financial Planning (Municipal Advisory Services)

1. Confer, as deemed appropriate, with representatives of the State Budget Agency and the Indiana Department of Environment Management ("IDEM").
2. Prepare a written report for submission by the Client to the Indiana Finance Authority ("IFA") and/or SRF as a part of the Client's documentation of its compliance with loan conditions.
3. Recommend a financial plan or plans in connection with the funding of such improvements in light of market conditions for tax-exempt bonds, availability of funds from IFA and/or SRF and other considerations.
4. Suggest for consideration of the Client, sources of financing the Project including such sources as available funds on hand, customer contributions, revenue bonds or other sources.
5. Suggest terms and conditions of borrowing such as redemption privileges, maximum interest rates, allocation of net revenue to funds and debt service reserve requirements.
6. Meet, as needed, with the officials of the Client to discuss findings and recommendations.
7. Provide financial information to the Client's attorney for preparation of resolutions and ordinances.
8. Provide a bond amortization schedule resulting from the sale of the Bonds.
9. After the sale of the Bonds, advise the Client on the establishment of accounts and account balances in order to comply with the requirements of the Bond Ordinance and provide a schedule of monthly transfers to the new Bond and Interest Account.

D. State Revolving Fund (SRF) Application (Municipal Advisory Services and Compilation Accounting Services)

1. Assist with the preparation of the financial portions of the application to the SRF disclosing technical data, information and schedules concerning the Bonds and the Client needed by the SRF.
2. Issue an accounting report in connection with the issuance of the Bonds compiling a projection of debt service coverage resulting from the first full year of operation of the newly constructed improvements. The report will be prepared in accordance with standards established by the American Institute of Certified Public Accountants for inclusion in the SRF Financial Due Diligence if the SRF is the funding source of the improvements.
3. Provide additional information to the SRF or others as may be needed throughout the period between filing the application and closing the Bonds.
4. Analyze the terms proposed by the SRF and, when appropriate, suggest modifications of such terms for the Bonds.
5. Make recommendations to the Client for options to finance non-eligible project costs.
6. Prepare and submit at pre-closing, on behalf of the Client, the initial disbursement request form and supporting documentation.

E. Bond Anticipation Notes ("BANs") (Municipal Advisory Services)

1. Provide financial information and suggest terms and conditions of borrowing to the Client's attorneys for their use in preparing the resolutions, ordinances and other legal documents required for the BANs and Bonds.
2. Assist the Client with the preparation and composition of a Request for Proposal ("RFP") of the type and nature generally prepared in connection with the sale of securities such as the BANs, which will disclose technical data, demographic information and financial schedules relating to the Client, the Project and the BANs.
3. Advise the Client on methods and procedures relative to the offering of the BANs by the Client.
4. In the name and on behalf of the Client, prepare and distribute to underwriters, brokers, institutional investors and other prospective purchasers copies of the RFP for the BANs in connection with the offering of the BANs by the Client.
5. Monitor the sale and compute the net interest costs of the proposals received to determine the best proposal received.
6. Provide the Client with an amortization schedule incorporating the actual interest rates of the low bidder.

F. Sale of BANs (Municipal Advisory Services)

The offer and sale of the BANs shall be made by the Client, at the sole direction of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the BANs, and will take no part in the sale thereof. The Client agrees that the Firm's compensation hereunder shall be due and payable upon delivery of the RFP for the BANs, or information and materials provided to the SRF if the BANs are sold to the SRF, by the Firm to the Client or the distribution thereof on its behalf regardless of whether the BANs are sold by the Client.

G. Sale of Bonds (Municipal Advisory Services)

The offer and sale of the Bonds shall be made by the Client, at the sole discretion of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof. The Client agrees that the Firm's compensation hereunder shall be due and payable upon delivery of the SRF Financial Due Diligence materials by the Firm to the Client or the distribution thereof on its behalf regardless of whether the Bonds are sold by the Client.

H. Parity Report (Agreed Upon Procedures)

1. Determine the provisions of the Bond Ordinance of the now outstanding Bonds which govern the issuance of the subsequent debt debentures on parity with the existing Bonds.
2. Advise the Client of the requirements necessary for meeting the parity provisions of the above documents.
3. Conduct such test, if eligible, of the utility's records as are necessary for the issuance of the proposed Bonds on parity with the now outstanding Bonds.
4. Prepare a written report of the above tests for submission to the Client's attorneys for the inclusion in official transcripts of the proceedings in connection with the issuance of the Bonds.

I. Multi-Year Capital Asset Financial Planning (Municipal Advisory and Compilation Accounting Services)

1. Using historical and projected financial information developed as part of services provided under Article I, prepare a future multi-year financial model (the "Model") covering a period established by the Client (the "Projected Period").
2. Assist the Client with the establishment of policies regarding maintaining minimum cash and investment balances over the Projected Period (the "Minimum Balance Requirements") that are consistent with legal requirements as well as good business practices.
3. Assist the Client with the development of assumptions regarding changes to revenue during the Projected Period derived from changes to the customer base, taking into account:
 - a. Prediction of customer growth.
 - b. Trending in system utilization, particularly for customers in the Industrial user class.

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

4. Assist the Client with the development of estimates of operating expenses for the Projected Period using:
 - a. Data generated as part of the services provided for above.
 - b. Changes due to inflation that may have an impact during the Projected Period.
 - c. Other increases or decreases in costs due to factors that may materialize during the Projected Period.
5. Analyze the impact of debt service payments on the financial results of the Utility taking into account:
 - a. Existing annual debt service payments by debt issue.
 - b. The potential impact of refinancing and/or restructuring existing debt.
 - c. The potential impact of issuance of new debt.
6. Based on information from the Client and/or the consulting engineer, identify the estimated capital asset investment cost by year for the Projected Period, and develop potential funding plans for capital taking into consideration:
 - a. Scenarios developed for cash funding and debt financing.
 - b. Scenarios developed that assume various sources for borrowed funds including Federal and State loan programs and the use of open market financing.
7. Using the data generated from services defined in Article A, B, C, D, E and F above, create inputs for the Model to produce estimated cash and investment fund balances. Analyze the resulting cash and investment balances occurring during the Projected Period to the Minimum Balance Requirements; and,
 - a. Identify periods when the Client may not be in compliance with their Minimum Balance Requirements.
 - b. Identify actions the Client may need to implement to keep in compliance with their Minimum
 - c. Balance Requirements including, but not limited to, implementing adjustments to rates and charges.
8. Verify billing follows adopted rate ordinance by pulling sample bills for each user class, as well as the Utility's ten largest users.
9. Meet with officials of the Client to discuss findings and recommendations.
10. Furnish a financial report summarizing the results of the Asset Management study.

J. Arbitrage Compliance Services (Consulting Services)

Section 148 of the Internal Revenue Code requires issuers of tax-exempt bonds that meet certain criteria to have arbitrage rebate and/or yield reduction payment calculations performed on a periodic basis. Our services will be limited to utilizing available information to calculate the arbitrage yield on the bond issues, the yield on non-purpose investments, the amount of excess earnings, if any, of the non-purpose investments at the calculated arbitrage yield, and the rebatable arbitrage and/or yield reduction payment, if any, due as of the five-year anniversary date or more frequently as necessary. If eligible, we will prepare spend-down calculations in lieu of rebate calculations. Our services for the arbitrage compliance services computations include:

1. Obtaining information from bond offering documents, information returns filed upon issuance (Form 8038 and 8038 G), arbitrage certificate, legal documents and statements or summaries of transactions for the funds subject to rebate and/or yield restriction defined in the documents.
2. Providing a report which will be addressed to the Client. The report will summarize the results of the calculations performed.
3. Assistance in preparing the IRS Form 8038-T, if necessary.

Calculation and payment of any arbitrage rebate liability and/or yield reduction due is the responsibility of the Client. The Client is responsible for notifying the Firm of any additional or subsequent bond issues that would require arbitrage compliance services. Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the bond issue was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

**SCOPE APPENDIX to
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Compensation and Invoicing

BTMA's fees for services set forth in the Scope Appendix will be:

	<u>Service</u>	<u>Fees</u>
A. – G.	Analysis of Costs and Revenues (Rate Analysis), Meetings and Reports, Financial Planning, State Revolving Fund (SRF) Application, Bond Anticipation Notes, Sale of BANs and Sale of Bonds	\$70,000
H.	Parity Report	\$4,000
I.	Multi-Year Capital Asset Financial Planning	\$15,000
J.	Arbitrage Compliance Services	Time & Expense*

*BTMA's fees will be billed at BTMA's standard billing rates based on the actual time and expenses incurred.

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.

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

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.
- > 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

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

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 [Signature]*
Title: *Cowen [Signature]*
Date: *11/9/21*

RE: Compilation, Projection and Agreed Upon Procedures Accounting Services

Compilation of Historical Financial Statements

Our Responsibilities:

The objective of our engagement is to apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America or the cash basis of accounting based on information provided by you.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care when performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We in our sole professional judgement, reserve the right to refuse any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities:

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America or with the cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the cash basis of accounting or accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
2. The preparation and fair presentation of financial statements in accordance with the cash basis of accounting or accounting principles generally accepted in the United States of America.
3. The election to omit substantially all disclosures normally included in the financial statements in accordance with the cash basis of accounting or accounting principles generally accepted in the United States of America.
4. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
5. The prevention and detection of fraud.

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

6. To ensure that the Client complies with the laws and regulations applicable to its activities.
7. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
8. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Client of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our compilation of your financial statements. You are also responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report:

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Compilation of a Projection Accounting Services

We will compile, in accordance with attestation standards established by the American Institute of Certified Public Accountants, from information management provides, the projected operating revenues, cash operation and maintenance expenses, non-operating revenues, and debt service coverage or projected operating receipts, operation and maintenance disbursements, non-operating receipts and debt service coverage, and summaries of significant assumptions and accounting policies of the Client. A compilation is limited to presenting, in the form of projected financial statements, information that is the representation of management. We will not examine the projected financial statements and therefore, will not express any form of assurance on the achievability of the projection or reasonableness of the underlying assumptions.

A compilation of a financial projection involves assembling the projection based on management's assumptions and performing certain other procedures with respect to the projection without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it.

If for any reason we are unable to complete our compilation of your financial projection, we will not issue a report on it as a result of this engagement.

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

A financial projection presents, to the best of management's knowledge and belief, the Client's expected operating revenues, cash operating expenses, non-operating revenues and debt service coverage or operation receipts, operating disbursements, non-operating revenues and debt service coverage for the projection period assuming the construction and financing of the proposed improvement projects. It is based on management's assumptions, reflecting conditions it expects would exist and courses of action it expects would be taken during the projection period assuming management's assumptions concerning future events and circumstances.

Management is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the projected results.

Even if the Client construction and financing of the proposed improvement projects were to occur, there will usually be differences between the projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

In order for us to complete this engagement, management must provide assumptions that are appropriate for the projection. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement and, accordingly, we will not issue a report on the projection.

We understand that the projection and our report thereon will be used only for presentation to the Indiana State Revolving Program or other designated entities. If management intends to reproduce the projection and our report thereon, they must be reproduced in their entirety, and both the first and subsequent corrected drafts of the document containing the projection and any accompanying material must be submitted to us for approval.

We will assist in preparing the above-described projection of debt service coverage and summaries of significant assumptions and accounting policies of the Client based on information provided by you. The preparation of a financial projection involves the computer processing of, and the mathematical and other clerical functions related to, the presentation of the projection, which is based on management's assumptions. The other services are limited to the preparation services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the projection preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience evaluate the adequacy and results of the services; and accept responsibility for them.

Applying Agreed-Upon Procedures Accounting Services

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

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

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion in our report. In addition, we have no obligation to perform any procedures beyond those listed in the procedures letter.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Client and other specified parties and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

ORDINANCE #2021- 14

SALARY ORDINANCE FOR THE YEAR 2022

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 A (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)	\$58,228.04	\$2,239.54	
Chief Deputy (1)	\$53,228.24	\$2,047.24	
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)	\$47,957.78	\$1,844.53	
Probationary Deputy (First Year)	\$40,000.22	\$1,538.47	
Part-Time Police Officer			\$25.00
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.

MVH FUND

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Street Superintendent	\$58,228.04	\$2,239.54	
Laborer/Mechanic – Level A	\$44,200.00	\$1,700.00	
Laborer – P/T or F/T (If P/T max is 1,680 Hrs yearly)	\$27,560.00	\$1,060.00	\$13.00 (if P/T)

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	\$25,260.04	\$971.54	
Clerk - Level A (FT)	\$17,160.52	\$660.02	
Clerk - Level B (FT)	\$27,560.00	\$1,060.00	
Utility Operator/GIS Coordinator	\$41,683.20	\$1,603.20	
Laborer -- Part-Time -- new hire			\$12.40

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	\$25,260.04	\$971.54	
Clerk - Level A (FT)	\$17,160.52	\$660.02	
Clerk - Level B (PT)			\$13.21
Sewage Operator/Lab Tech	\$35,360.00	\$1,360.00	
Laborer – Part-Time – new hire			\$12.40

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.

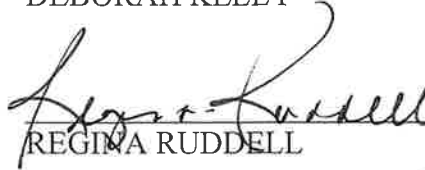
PASSED AND ADOPTED THIS 9th DAY OF NOV, 2021.

WESTVILLE TOWN COUNCIL



MICHAEL ALBERT

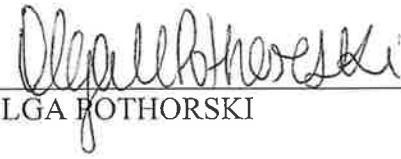
DEBORAH KELLY



REGINA RUDDELL

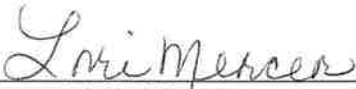


JAMES BECHINSKE



OLGA BORTHORSKI

ATTEST:



LORI MERCER, CLERK-TREASURER

Resolution # 2021-10

WHEREAS, the Town Council of the Town of Westville, Indiana desires to establish specific legal holidays for Town employees pursuant to Section 4.2 of the Town of Westville Personnel Policy; and

WHEREAS, the holidays to be observed are as follows:

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Election Day – General, National, State, Town or Primary Election (Only in Election years)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
Any other days as defined by the Town Council

When any of these holidays fall on Sunday, the following Monday shall be the legal holiday. When any of these holidays fall on Saturday, the preceding Friday shall be the legal holiday.

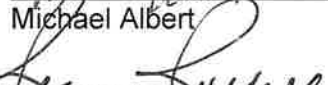
In the event Christmas falls on Saturday, Christmas Eve and Christmas Day holidays will be observed on Thursday and Friday. If it falls on Sunday, Christmas Eve and Christmas Day holidays will be observed on Friday and Monday.

ALL OF WHICH IS RESOLVED by the Town Council of the Town of Westville this 9th day of November 2021.

WESTVILLE TOWN COUNCIL




Michael Albert



Regina Ruddell



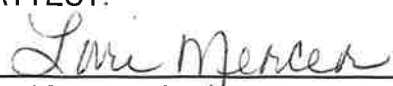
James Bechinske



Olga Pothorski

Deborah Kelly

ATTEST:



Lori Mercer, Clerk-Treasurer

Page 28; Section 4.4, Paragraph 1:

This is what is in the handbook now...

Regular full-time Town employees who have been employed by the Town for at least one (1) year, will earn one (1) Sick Day (8 hours) on the monthly anniversary date of hire which totals twelve (12) Sick Days (96 hours) per year. Three (3) days of Sick Leave time will available upon ninety (90) days after the date of hire. This leave may be used for an employee's own personal illness or injury, legal quarantine or for an illness or injury to an employee's spouse, child or parent, or for persons residing in the employee's household who are dependent upon the employee for care and support, and which necessitates the employee's absence from work. It is also available for visits to health care providers for the employee and the employee's spouse, child, parent or persons residing in the employee's household. Eligible employees may only accumulate a maximum of two-hundred forty (240) hours sick leave.

This is the amendment....

Regular full-time Town employees will earn one (1) Sick Day (8 hours) per month upon employment on the monthly anniversary date of hire which totals twelve (12) Sick Days (96 hours) per year. Three (3) days of Sick Leave time will available upon ninety (90) days after the date of hire. This leave may be used for an employee's own personal illness or injury, legal quarantine or for an illness or injury to an employee's spouse, child or parent, or for persons residing in the employee's household who are dependent upon the employee for care and support, and which necessitates the employee's absence from work. It is also available for visits to health care providers for the employee and the employee's spouse, child, parent or persons residing in the employee's household. Eligible employees may only accumulate a maximum of two-hundred forty (240) hours sick leave.

Page 28; Section 4.4, #2:

This is what is in the handbook now...

To be eligible for sick leave, an employee must report his/her absence to his/her supervisor at the commencement of business of the first day for which leave is sought. To be eligible for payment for sick leave, an employee must submit to their supervisor a physician's statement or doctor's note stating that the employee has been ill or injured and unable to perform his/her employment during the period of his/her absence, provided, that the requirement to have a physician's statement shall not apply if the sick leave is for less than three (3) consecutive days.

This is the amendment....

To be eligible for sick leave, an employee must report his/her absence to his/her supervisor no later than two (2) hours prior to the commencement of his/her shift. This notification must be made verbally, texting will not be permitted. To be eligible for payment for sick leave, an employee must submit to their supervisor a physician's statement or doctor's note stating that the employee has been ill or injured and unable to perform his/her employment during the period of his/her absence, provided, that the requirement to have a physician's statement shall not apply if the sick leave is for less than three (3) consecutive days.

Page 23; Section 3.10:

This is what is in the handbook now.....

Resignation is a voluntary act initiated by the employee to terminate employment with the Town. Although advance notice is not required, the employer requests at least two weeks written resignation notice from all employees.

Prior to an employee's departure, an exit interview may be scheduled with the department head to discuss the reasons for resignation and the effect of the resignation on benefits.

This is the amendment.....

Resignation is a voluntary act initiated by the employee to terminate employment with the Town. Although advance notice is not required, the employer requests at least two weeks written resignation notice from all employees. The Town Council reserves the right to make the employees' last day prior to their effective resignation date.

Prior to an employee's departure, an exit interview may be scheduled with the department head to discuss the reasons for resignation and the effect of the resignation on benefits.

The Town Council may compensate departing employees with accumulated comp time and/or floating holiday time by ways of an opinion letter authored by the Town Attorney and an approved resolution by the Town Council.

Page 23; Section 3.11:

This is what is in the handbook now...

Town employees who are not overtime exempt and are engaged in law enforcement or related activities shall receive compensatory time off in lieu of overtime payment, in accordance with other permissible work schedules set forth in 29 U.S.C. §207 (k), (o) and (p), for all hours expressly authorized by their supervisor, and actually worked; such overtime shall be earned at the rate of one and one-half (1 ½) times the hours actually worked in accordance with the 207(k) schedule. For the purpose of calculating overtime for these employees, any paid vacation, holidays, personal days, sick leave and other paid or non-paid time off shall not be included as actual hours worked.

This is the amendment....

Town employees who are not overtime exempt and are engaged in law enforcement or related activities shall receive compensatory time off in lieu of overtime payment, in accordance with other permissible work schedules set forth in 29 U.S.C. §207 (k), (o) and (p), for all hours expressly authorized by their supervisor, and actually worked; such overtime shall be earned at the rate of one and one-half (1 ½) times the hours actually worked in accordance with the 207(k) schedule. For the purpose of calculating overtime for these employees, any paid vacation, holidays, personal days, sick leave and other paid or non-paid time off shall not be included as actual hours worked. Floating holidays earned in any given quarter must be used by the end of the following quarter to avoid forfeiture of hours earned.

This is a new addition to the handbook:

4.5 NEW PARENT LEAVE PROGRAM

This policy applies to full-time employees who have been employed twelve consecutive months or more in permanent positions in service to the town:

- 1) Upon the birth of the employee's child on or after January 1, 2022.
- 2) Upon the birth of a child to the employee's spouse on or after January 1, 2022.
- 3) Upon placement of a child for adoption with the employee on or after January 1, 2022.

POLICY STATEMENT

It is the policy of the Town of Westville that the birth or adoption of a child is an important event where the family benefits from time spent together without concern for loss of employment or wages.

To facilitate opportunities for such family time, full-time eligible employees may request and receive up to 150 hours of paid leave upon the birth of their child or upon placement of a child with the employee for adoption.

Any new parent leave not taken:

- (1) within six months after the birth or placement for adoption; or
- (2) prior to separation from employment in state service is forfeited.

This leave runs concurrently with Family-Medical Leave Act 1993 (FMLA) for eligible employees who are charged FMLA for absences due to childbirth or parenting. After required use of New Parent Leave, employees may choose to use available sick leave (with supervisor approval with supporting documentation), earned compensatory time, vacation, or personal leave if they want to receive compensation during the FMLA absence.

DEFINITIONS

Child means an infant newly born to the employee or employee's spouse or a minor child placed for adoption with the employee.

Placement for adoption means the order

- 1) granting custody pending adoption; or
- 2) issuing a domestic or international decree or certificate of adoption, whichever occurs first. Placement for adoption does not include time spent fostering a child prior to the issuance of a decree of adoption nor the adoption of step-children by a step-parent. Spouse means a legally married husband or wife.

RESPONSIBILITIES

Employees are responsible for:

- notifying supervisor and HR representative that a birth or placement for adoption is anticipated and an estimated time frame;
- applying for NPL;
- submitting supporting documentation, such as a birth announcement/confirmation from a doctor/hospital/governmental entity or document placing the child with employee for adoption (as described in the definition of placement for adoption); and
- designating absences on the timesheet as NPL, tracking usage of NPL, and not using more NPL than is authorized.

Supervisors are responsible for:

- ensuring that all applicable leaves are properly entered on the employee's timesheet before approving it;
- tracking employee's use of NPL to ensure only the authorized amount is used; and
- ensuring that work is completed during the employee's absence(s) by proper planning, cross training, and related management techniques.

Payroll staff are responsible for:

- tracking number of hours of NPL used by agency employees in each biweekly pay cycle and providing reports to HR representative so individual usage can be monitored; and
- removing access to NPL once the leave has been exhausted or six months has passed from the date the child was born or placed with the employee for adoption.

PROCEDURES

NPL may be used intermittently in increments not less than one full day. Employees must provide notice no later than the workday prior to anticipated leave.

Employees shall enter requests for NPL into their assigned department head or Town Council liaison (if Department Head is one submitting) in writing prior to leave.



Lana Brees
Sr. Director

October 28, 2021

Lori Mercer
Clerk-Treasurer
Town of Westville
100 Setser Drive
Westville, IN 46391

Regarding: Lease with Mediacom Indiana LLC

Dear Ms. Mercer,

I am enclosing three original sets of signed First Amendment Lease Agreement and Memorandum of Agreement for your counter signature. Please note that the Memorandum of Agreement, which is included with the Lease Agreement, will need to be notarized. Upon signature, keep one set of documents for your files and return two sets of original, notarized documents to my attention, using the pre-addressed, postage paid envelope included.

Mediacom appreciates the positive relationship we have with you and wishes to continue this relationship in the future. Please reach out to me at 309-743-4716 with any questions.

Respectfully,

A handwritten signature in purple ink that reads "Lana Brees".

Lana Brees

Enclosures

FIRST AMENDMENT LEASE AGREEMENT

This First Amendment to Lease Agreement (the "Amendment") is made this 28 day of October, 2021, by and between **Town of Westville, Indiana**, ("Lessor") and **Mediacom Indiana LLC** ("Lessee")

Reference is hereby made to the **LEASE AGREEMENT**, dated July 1, 2020, by and between Lessor and Lessee (the "Lease")

WHEREAS, the following **Section 4. Rent** shall be amended as follows:

4. Rent. In consideration of the Agreement, Lessee shall pay to the Lessor the yearly sum of \$1,600.00, payable annually. Rent shall be paid by January 1st each year, except for the first payment to be made under this lease shall be due within 30 days after the execution of this lease by both parties. Rent shall increase 3% annually. Rent payment as follows:

Year	Annual Rental Payment
January 1, 2019 – December 31, 2019	\$1,600.00
January 1, 2020 – December 31, 2020	\$1,648.00
January 1, 2021 – December 31, 2021	\$1,697.44

Renewal Term:

Year	Annual Rental Payment
January 1, 2022 – December 31, 2022	\$1,748.36
January 1, 2023 – December 31, 2023	\$1,800.81
January 1, 2024 – December 31, 2024	\$1,854.83

In addition to the above fees, Lessee shall provide the Lessor with the following courtesy services: Variety Cable, a level of service formerly known as Family Cable and one (1) Cable Converter. The Lessor shall be responsible for pay-per-view and other costs of any additional services Lessor may want in the future. The courtesy service(s) is/are only for the Lessor, during his/her lifetime, at the above addresses, and is non-transferable and cannot be assigned and is limited to the Term of the Agreement. Notwithstanding the above, Lessee is not obligated to provide any services that it does not provide in the area where Lessor resides and Lessor is aware that programming offerings, or the equipment used to deliver the programming, may change from time to time.

WHEREAS, the following **Section 30. Repairs and Maintenance** shall be amended as follows:

30. Repairs and Maintenance. The Lessee shall, at its own expense, make all necessary repairs and replacements to the Leased Property and to any of the structures erected thereon by the Lessee at its expense. Such repairs and replacements, ordinary as well as extraordinary, and other structural and non-structural maintenance. The Lessee shall at times during the term of this Agreement and any extensions or renewals maintain in good safe condition any of its Facilities and improvements established on the Leased Property. Lessor shall be responsible for grass and weed trimming.

All other terms of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

LESSOR **Town of Westville, Indiana**

Michael Albert

MICHAEL ALBERT

Print Name

COUNCIL PRESIDENT

Title

Date: 11/9/21

LESSEE **Mediacom Indiana LLC**

TOOS CURTIS

Print Name

GRAND VICE PRESIDENT

Title

Date: 11/25/2021

Please remit this document to:

James McKnight
Director, Legal Affairs
Mediacom Indiana LLC
One Mediacom Way
Mediacom Park, NY 10918
(845) 443-2636

Prepared By
James McKnight

(Recorders Use Above This Line)

STATE OF Indiana
COUNTY OF LaPorte

MEMORANDUM OF FIRST AMENDMENT OF AGREEMENT

This Memorandum of First Amendment Agreement is entered into on this 28 day of October, 2021 by and between **Town of Westville, Indiana** (“Lessor”), and **Mediacom Indiana LLC**, a Delaware limited liability company, with an office at One Mediacom Park, New York 10918 (“Lessee”).

1. Lessor and Lessee entered into a Lease Agreement (“Agreement”) on the 1st day of July, 2020, for the purpose of installing, operating and maintaining a communications facility and other improvements, pursuant to the Agreement.

Document or Instrument number of previously recorded documents: **2020R-13415**

2. Lessor and Lessee entered into a First Amendment of Agreement on the 28 day of October, 2021 to revise Section 4. Rent and Section 30. Repairs and Maintenance. All other terms of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment of Agreement as of the day and year first above written.

{Signature page to follow}

LESSOR

Michael Albert

Michael Albert
Print Name

Council President
Title

Date: 11/9/21



STATE OF IN)
COUNTY OF LaPorte) ss

On this 9th day of November, 2021, before me personally appeared Michael Albert, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Print Name: Stacey L Wescher
Notary Public in and for the State of IN

My Commission expires: Jan 24, 2029

LESSEE

Todd Curtis

TODD CURTIS
Print Name

GROUP VICE PRESIDENT
Title

Date: 10/28/2021

STATE OF)
COUNTY OF) ss

On this 28 day of October, 2021, before me, the undersigned, a Notary Public for said State, appeared Todd Curtis to me personally known, who being be me duly sworn, did say that he/she is the Group V.P. of said Mediacom Indiana LLC; and that the said Todd Curtis as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by him voluntarily executed.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Print Name: Lana Brees Lana Brees
Notary Public in and for the State of Iowa

My Commission expires: 10/31/2024

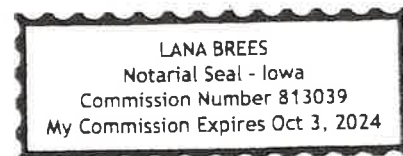


EXHIBIT A

The **Property** is described as the following Real Estate situated in Westville, County of LaPorte, in the State of Indiana, to wit:

A part of the SW-1/4 of the NE-1/4 of Section 29, Township 36 North, Range 4 West, beginning at a point North 2-1/2 degrees West 14 rods and 8 feet from the center of said section; thence North 2-1/2 degrees East 4 chains and 20 links; thence South 89 degrees East 4 chains and 78 links; thence South 4-1/2 degrees West to the North line of land now owned by Stephen Flynn; thence West to the place of beginning. ALSO, the North 1/3 of the following tract of land being part of the SW-1/4 of the NE-1/4 of the same section, township, and range, beginning at the Southwest corner of the Depot ground of the Louisville, New Albany and Chicago Railroad; thence West 91 feet; thence North 4-1/2 degrees East 4 chains and 20 links to the Northeast corner of the tract first above described; thence South 89 degrees East 91 feet to the West line of the Depot Ground; thence South 4-1/2 degrees West 4 chains and 20 links to the place of beginning, all being situated in the Town of Westville, LaPorte County, Indiana.

LESS AND EXCEPT any portion of property acquired in Judgment in favor of CSX Transportation recorded on March 23, 2007 in Instrument No. 2007R-05755.

AND BEING a portion of the same property conveyed to Town of Westville, Indiana from Howard H. Bennett, Jr., and Alice Mary Bennett by Quit-Claim Deed dated August 19, 1961 and recorded November 16, 1961 in Deed Book 306, Page 539.

Tax Parcel No. 46-09-29-253-001.000-028

EXHIBIT B (WESTVILLE, IN)

The Leased Premises consisting of a 30ft by 30ft area which Lessee uses for its cable system equipment as depicted below:

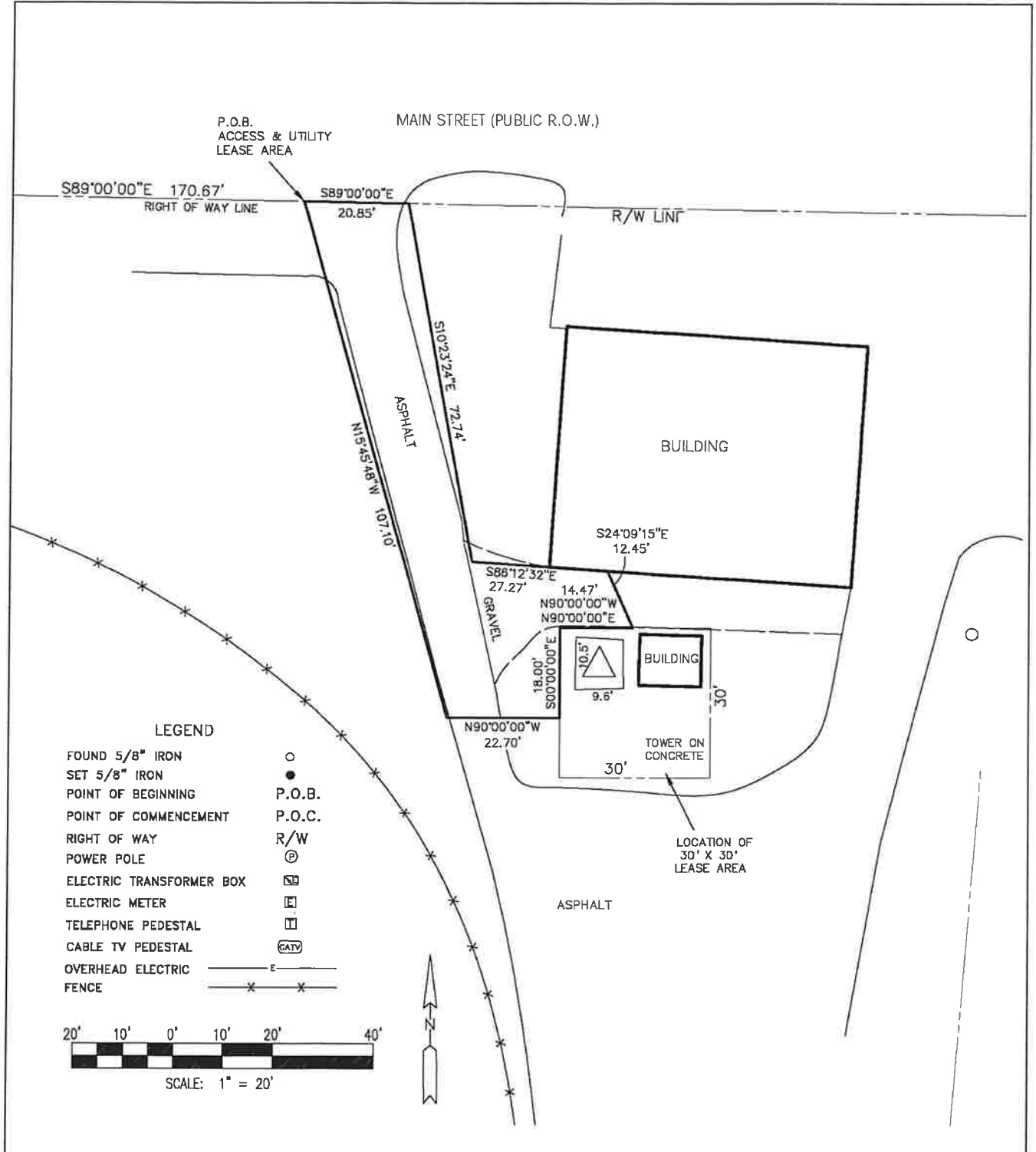


EXHIBIT B
(WESTVILLE, IN)

Together with the Access and Utilities Easement described as follows:

A part of the SW-1/4 of the NE-1/4 of Section 29, Township 36 North, Range 4 West, described as follows:

Commencing at an iron rod found at the Northwest corner of Parcel No. 46-09-29-253-001.000-028, described in Deed Book 306, Page 539, said point being on the Southerly Right of Way line of Main Street; thence S89°00'00"E 170.67 feet along said Right of Way line to the Point of Beginning of this description; thence continuing S89°00'00"E 20.85 feet; thence S10°23'24"E 72.74 feet; thence S86°12'32"E 27.27 feet; thence S24°09'15"E 12.45 feet; thence N90°00'00"W 14.47 feet; thence S00°00'00"E 18.00 feet; thence N90°00'00"W 22.70 feet; thence N15°45'48"W 107.10 feet to the Point of Beginning. Containing 2,207 square feet (0.05 Acres) of land, more or less.

WVFD Activity Recap

Location: Westville Town Hall Monthly Town Board Meeting

Date: 11-9-2021

Time: 19:00

Agenda details:

- | | |
|-----------------------|-------------------------------|
| I. October 2021 Calls | 28- medical incidents |
| A. Town Limits- 19 | 1- MVA with injuries |
| B. New Durham Twp- 13 | 1- MVA w/o injuries |
| C. Jackson Twp- 8 | 8- Dispatched and disregarded |
| D. Mutual Aid- 2 | 2- False alarm |
| E. Total-----42 | 1- alarm system malfunction |
| | 1- Carbon monoxide detector |

II. Happenings:

a. New pumper tanker has been ordered through Alexis firetrucks, delivery will be approximately June 2022

b. Received ISO rating of 6/6Y equivalent to Chesterton Fire Department, this is an outstanding rating for a rural volunteer department to achieve. The scores are based off of response times, training levels, distances from the station, manning levels, water supply as well as the equipment that we have on trucks as well as the trucks themselves. ISO ratings are used by insurance companies to set premiums for your homeowners' insurance. The better the rating the cheaper the premiums are. We received a call from a Porter County resident in our area and their premiums could almost double due to the distance from their responding fire station.