

WESTVILLE TOWN COUNCIL

JULY 14, 2026
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, Leann Deal, Bill McMahon, Lori Hunt, Clerk-Treasurer.

Absent: Olga Pothorski, George Watkins, Town Attorney Doug Beige.

The Pledge of Allegiance was recited.

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

A motion was made by William McMahon to approve minutes of the June, 2026 meeting. Leann Deal, second. Roll Call: McMahon, yes; Deal, yes; Albert, yes.

A motion was made by Michael Albert to approve claims for the month of June, 2026. William McMahon, second. Roll Call: McMahon, yes; Deal, yes; Albert, yes.

UTILITIES

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

Guaranteed Savings Contract: A motion was made by Michael Albert to accept the contract in the amount of \$14,805,000.00; Leann Deal, second. Roll Call: McMahon, yes; Deal, yes; Albert, yes.

STREETS

There was nothing to report in Streets.

PARKS

There was nothing to report in Parks.

POLICE DEPARTMENT

Marshal McKinney reported monthly stats.

Marshal McKinney also stated they did receive the AED's for Prairie Meadow Park. Olga Pothorski, council member and park liaison to look for a containment to protect units from outside elements.

Kane Fletcher, President of the local MPC seeking approval from council for a benefit for Officer Samuelson, to be held on August 8, 2026, at Prairie Meadow Park. Motion was made by Michael Albert; Leann Deal, second. Roll Call: McMahon, yes; Deal, yes; Albert, yes.

FINANCE

Attorney Contract: A motion was made by Michael Albert to approve the contract in the amount of \$29,000.00, Leann Deal, second. Roll Call: McMahon, yes; Deal, yes; Albert, yes.

MISCELLANEOUS

Council Member William McMahon gave a report on the Fire Department. He indicated that truck #69 is back up and running.

They have also cancelled their 75th Anniversary House due to funding.

CITIZENS COMMENTS

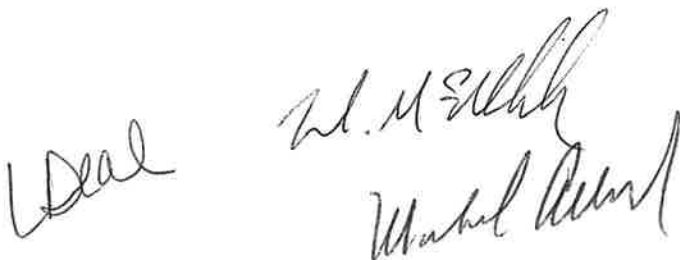
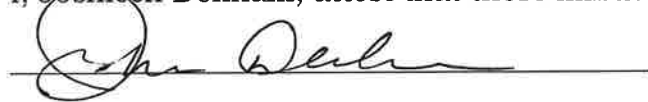
Makenzie Brown with GWAA, seeking council approval to use fields for a slow pitch soft ball league to run from August 16th through the beginning of October. Motion was made by Michael Albert to approve request subject to receiving the liability insurance; Leann Deal, second. Roll Call: McMahon, yes; Deal, yes; Albert, yes.

David & Esther Hallman were in to express concerns to the police department regarding a young juvenile riding his E-Bike at high rates of speed. Also, some dogs are off leash. They also wanted to express that the sidewalks on Jacob and several other streets seem to be uneven and can be dangerous.

ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL

A motion to adjourn was made by Michael Albert at 7:26 pm. William McMahon, second. Motion carried.

I, Josh Denham, attest that these minutes are true and accurate.





Town of Westville
June 2026 Monthly Report of Operations
Prepared By: Nathan Howell
July 14, 2026

WATER

New Items

1. The water project is now in full construction, and the following is in progress:
 - Specialty Construction has completed 90% of the utility building. It now has spray foam insulation and plumbing to it.
 - Wells 5 and 6 have been drilled and developed. Foundations for both buildings are complete.
 - Both existing filters have been drained and inspected. New underdrain systems will be installed.
 - The raw water piping for the new wells to the water plant is 80% complete. Finished water piping to and from the tower is 50% complete.
 - Road bases are installed. Asphalt has been removed from between both buildings.
 - The concrete floor of the old floor has been removed and the piping into the water plant is 95% complete.
 - The aggregate piers for the new water tower have been installed, and the tower base is 95% complete.
 - The retention pond is 90% complete. Eighteen loads of sand were taken to the Park Department.
 - The new wastewater pump station has been installed.
 - The generators have been relocated.
 - The thickened slab for the new filter as well as the trench drain and backwash pit have been installed. The new floor has also been installed.
 - Demolition of old HVAC is complete.
 - Chlorine lines were rerouted to begin construction of new electrical room.
 - The water main installation has begun on Valparaiso Street. There have been three services pulled from the main and we found an existing crack in the water main which had to be repaired. The main is old and in poor condition. Two of the services were ones which were replaced previously and there was no record of the new line.
2. We finished the water loss audit and will meet with the Alliance to have them certified. We will not have the water plant meter calibrated since we will be installing a new one within the next couple of months. We have contacted ME Simpson to calibrate the South Coast CD flow meter. We still have substantial water loss in the Westville system.
3. Brett and Adam will be finishing the work for the lead and copper program to verify the existing conditions in many of the homes. Homes which are in the area of the new main installation will not be verified since they will have new services installed.
4. The Consumer Confidence Report was completed and posted as required.

Old Items – None to report

WASTEWATER

New Items

1. We are in the process of installing bypass piping for the McDonalds and New Durham Lift Stations. We will need to make some minor plumbing changes.

Old Items

1. There is still an issue with the mapping system at Fieldstone Subdivision. The sanitary sewer locations on the atlas were wrong on two streets. We have found five of the nine manholes and will get a contractor to raise them to grade. This is a very difficult situation.
2. We have been involved with the sewer connection to the duplex built on Flynn Road across from the grocery store - No further progress has been made.
3. We have discussed a lift station project with McMahon and determining if the Town can obtain an OCRA grant to help fund the project. The current scope of the project includes: a new lift station, wet well and pumps for Westville Estates; new wet well, force main, pumps and generator at Coulter Road; new pumps and configuration for McDonalds and New Durham Estates. We are still in the planning stages of this project.
4. The generator at McDonalds Lift Station had both check valves replaced. A board on the generator also failed. Superior was on site and replaced the circuit board to the generator with a used one they had at no charge to the Board. They also replaced the check valves. We continue to have issues with the generator running when there is no apparent fault which happens typically when it is snowing and windy. We met with NIPSCO on site during the January 25, 2026, snowstorm to see what the issue was. They found no issues. We then had the power quality group on site, and they put a recorder on the incoming service and found nothing. It appears the transfer switch is the problem. Superior has ordered one. The switch has been delivered and will be installed soon.
5. We are requesting a proposal from Sweney Electric to install generators on the Westville Estates and Coulter Road Lift Stations.
6. We are still experiencing issues with the aerators in the inner ditch. We are working with Newterra, McMahon, and Bowen to determine a cause and solution. We have had several additional conversations/meetings about this. We are implementing some changes per the manufacturer this week. We have also been doing additional testing as requested by New Terra. We really don't think much has been accomplished.

Town of Westville - Operational Summary for the Wastewater Treatment Plant

Influent

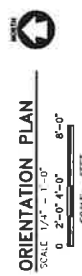
2026	Total Gallons	Flow			BOD		TSS		Ammonia		Phosphorus	
		Max. Daily	Min. Daily	Monthly Avg.	mg/l	#'s	mg/l	#'s	mg/l	#'s	mg/l	#'s
January	21,734,100	890,500	629,300	701,100	72.3	415	131	747.2	18.9	125.4	3.7	21.6
February	22,251,600	960,700	682,300	794,700	80.1	534	138	925	16.4	108.8	3.8	23.2
March	21,502,530	833,200	616,400	693,600	105.6	609	198.3	1140	20.49	118.7	4.9	28.4
April	20,277,000	791,900	592,500	675,900	117.4	662	225	1272	19.3	108.9	4.4	24.8
May	18,993,000	708,400	575,300	633,100	94.4	502.2	254.6	1361.4	39.7	216.3	5.3	28.0
June												
July												
August												
September												
October												
November												
December												

Effluent

2026	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												
February	21,816,000	959,600	669,100	779,200	2	97.5	5.2	96.3	.65	82.9	.04	99.8
March	21,159,000	877,100	612,400	682,600	2.1	97.1	5.8	95.6	.64	82.7	.08	99.6
April	21,136,000	841,400	606,300	681,800	2.8	97.4	4.9	97.5	.87	82.3	.04	99.8
May	19,739,000	789,900	529,100	659,800	2.1	98.2	6.6	97	.9	79.6	.04	99.8
June		687,900	554,200	613,200	2.2	97.7	3.3	98.7	.8	81.3	.02	99.9
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.)
01/31/26	8,764,700	432,100	148,800	281,700	100.8	
02/28/26	8,004,500	405,000	180,000	285,900	96.8	
03/31/26	8,616,200	400,500	184,500	279,800	104.6	
04/30/26	7,405,800	371,400	137,300	248,000	102	
05/31/26	7,322,400	366,800	109,200	233,700	112.2	
06/30/26	6,771,000	325,000	81,200	223,700	94.4	
07/31/26						
08/31/26						
09/30/26						
10/31/26						
11/30/26						
12/31/26						



GUARANTEED SAVINGS CONTRACT (SRF)

THIS GUARANTEED SAVINGS CONTRACT (herein sometimes "Agreement" and sometimes "Contract"), made this day July 14th 2026, by and between **Town of Westville**, Indiana, a municipal Corporation (hereinafter called the "Owner") and Bowen Engineering Corporation, an Indiana corporation, acting as contractor and qualified provider (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Contractor has submitted to Owner a proposal (the "Proposal") for the installation of water system upgrades or conservation measures at facilities owned by Owner and located in LaPorte County, Indiana (herein the "Facilities"), the specific details of such Proposal are outlined in the Exhibits attached to this Agreement; and

WHEREAS, Owner has accepted the terms of the Proposal, and the Owner and Contractor desire to enter into this Agreement in order to memorialize their respective agreements and undertakings with respect to the Project (as defined hereinafter).

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

1. Integration; Conflict; Agreement Conditional.

The parties hereby incorporate by reference the same as if fully set forth herein, the following documents and instruments, all of which together are herein referred to as the "Contract Documents":

- 2007 Version of EJCDC C-700 Standard General Conditions of the Construction Contract (the "General Conditions");
- Specifications, Drawings and Project Manual (the foregoing, collectively, the "Specifications and Drawings");
- Exhibit A Scope of Work;
- Exhibit B Proposal & Open Book Structure;
- Exhibit B-1 Contractor's Open Book Pricing Model & Proposal
- Exhibit C Performance Guarantee;
- Exhibit D Support Services; and
- Exhibit E Project Completion Schedule

- Exhibit F SRF and GPR Documents

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement and signed by an authorized representative of each of the Owner and Contractor.

In the event there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall be controlling with respect to the subject matter hereof.

2. Scope of Project.

For purposes hereof, the term "Project" shall mean and include the installation of the conservation measures and related upgrades ("CM's" or "Conservation Measures") at the Owner's Facilities as **described in Exhibit A.**

The Contractor represents (i) that the Project constitutes the installation of "conservation measures" as defined in I.C. 36-1-12.5-1 *et seq.* (herein the "Act"), and (ii) that this Agreement is a "guaranteed savings contract" as defined in the Act. The Contractor further represents that it is a "qualified provider" of "conservation measures", as defined in the Act. The Contractor also represents that it has issued the report containing all data and information required by I.C. 36-1-12.5-6.

The Contractor further represents that the Project will result in operational savings in the total amount of **\$14,805,000** during the twenty (20) year period following completion of the Project. The Contractor represents that such total savings in the amount of **\$14,805,000** (herein the "Total Guaranteed Savings") exceeds the Owner's total cost of the Project. The Contractor hereby guarantees that it will reimburse the Owner for the difference between the Total Guaranteed Savings and the actual savings realized by virtue of the installation of the Conservation Measures. The Total Guaranteed Savings are identified on Tables 1 through 3 attached to this Agreement and Savings Calculation documents, also attached to this Agreement (all of the foregoing, collectively, the "Savings Documents"). The Savings Documents are hereby incorporated into and made a part of this Agreement by this reference. The parties stipulate and agree that the Total Guaranteed Savings shall be considered fully satisfied upon the substantial completion of the Project. The Total Guaranteed Savings will be realized over a period of twenty (20) years following final installation of the Project, which term of years the Contractor represents is less than the average life of the Conservation Measures. The term of this Agreement shall extend for twenty (20) years effective with the Owner's acceptance of all Conservation Measures.

3. General Obligations and Rights of Contractor.

Unless otherwise expressly provided herein or directed in writing by Owner, Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, efficiently, in a good and workmanlike manner, and in compliance with all laws and regulations. Contractor shall apply for, secure, and obtain all necessary permits, fees, and licenses, which may be required in connection with the Project.

Contractor shall preserve and maintain, to the greatest extent possible and consistent with good engineering and design, the natural terrain and existing trees on the real estate and shall

remove only those trees necessary for the location of the Project and approved by Owner for removal.

Contractor shall commence the work immediately in accordance with the Contract Documents and shall diligently prosecute and complete the Project without interruption in accordance with the Project Completion Schedule attached hereto as **Exhibit E**, subject only to work stoppages or delays due to acts of God and other causes beyond control of Contractor and not the fault of Contractor. Time is of the essence of this Contract.

To the extent that Contractor has received all payments due from Owner, Contractor shall not permit any liens for labor, materials or equipment performed or furnished in connection with the Project to be filed against the Facilities or any real estate of Owner by any person, firm or corporation and Contractor shall indemnify, defend and hold Owner and the real estate harmless from and against any and all such other liens, claims, suits, liability or expense (including, without limitation, attorney's fees) resulting therefrom. Contractor further agrees that upon the completion of the performance of this Contract and receipt of payment from the Owner, the Facilities and all real estate of Owner shall be free and clear of any mechanic's and materialmen's liens, not only of the Contractor but also of any and all permitted subcontractors, suppliers, materialmen, laborers or permitted sub-subcontractors, who may furnish any labor, material, services, fixtures, apparatus, machinery, equipment, improvements, repairs or alterations in connection with, or to, the Facilities, in connection with the Project referred to in this Contract.

3.1. Contractor's Representations.

A. Correction of Work. Consistent with Article 13.07 of the General Conditions, if within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Project, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective work. Contractor's warranty, correction of work and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, or its subcontractors, suppliers, or any other individual or entity for whom Contractor is responsible;
2. Design errors or omissions in Contract Documents prepared by parties other than the Contractor or those for whom the Contractor is responsible; or
3. Normal wear and tear under normal usage.

B. Pursuant to Indiana Code 5-22-16.5, Contractor hereby certifies that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

C. E-Verify. Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Contractor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, Contractor shall provide the Owner with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Contractor or any subcontractor violate the Indiana E-Verify law, the Owner may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

D. Debarment and Suspension.

1. The Contractor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

2. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the Owner if any subcontractor becomes debarred or suspended, and shall, at the Owner's request, take all steps required by the Owner to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

3.2. Approvals.

Upon completion of the Project, the Contractor shall obtain approval of the installation of the Conservation Measures constituting the Project from the Indiana Department of Health, the Office of the State Fire Marshal, the Office of the State Building Commissioner, and any other State agency designated by the Act or any other State statute or regulation. The installation of the Conservation Measures constituted in the Project also shall be approved by an architect or engineer licensed under I.C. 25-4 or I.C. 25-31, such approval to be obtained at the expense of the Contractor. The receipt of all such approvals (together collectively, the "Approvals") shall constitute a condition precedent to the Contractor's entitlement to receive the final payment.

3.3. Indemnification.

Contractor shall indemnify and hold harmless the Owner, its agents, employees and representatives, and their respective successors and assigns, and any assignee of the Contractor (all of the foregoing, collectively, the "Owner Indemnified Parties") against all liability and loss as a result of negligence or misconduct in connection with the Project by Contractor, its permitted subcontractors, or the agents, employees, or representatives of Contractor or its permitted subcontractor(s), including any injury or death sustained by or any damage to the property of any person; provided however, that Contractor shall not be responsible for any injury or death, damage, or loss, including reasonable attorneys' fees and costs or other disbursements, to the extent caused by the negligence of any Owner Indemnified Parties, nor shall Contractor be held responsible to the extent of any concurrent or contributory negligence of any Owner Indemnified Parties or non-party.

Owner shall indemnify, defend and hold harmless Contractor, and the officers, shareholders, directors, and employees of the Contractor (herein the "Contractor Indemnified Parties") against all liability and loss as a result of the negligence or misconduct in connection with the Project by Owner and agents, employees or representatives of Owner, including any injury (including death) sustained by or any damage to the property of, any person; provided, however, that Owner shall not be responsible for any injury (including death), damage or loss (including reasonable attorney's fees and disbursements) to the extent caused by the negligence of any Contractor Indemnified Parties, nor shall Owner be held responsible to the extent of any concurrent or contributory negligence of any Contractor Indemnified Parties.

3.4. Bonds.

If required by the Owner and before commencing the performance of this Agreement, the Contractor shall execute for the benefit of Owner, a good and sufficient Performance Bond and Payment Bond, in form acceptable to Owner and consistent with Article 5 of the General Conditions. Each bond shall be in an amount equal to the total GMP (as defined below in Section 5 of this Agreement), and the provisions of I.C. 36-1-12-13.1 and I.C. 36-1-12-14, if applicable to this Project, shall become a part of the terms of such bonds.

Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Contractor's guaranty obligations set forth in Exhibit C Performance Guarantee, or any related provisions.

3.5. Limitation of Liability.

Except for insured claims arising or resulting from bodily injury, death or damage to real or personal property, the total liability of Contractor party to the other on all claims, whether in contract, warranty, tort, strict liability, or otherwise, arising out of the performance of this Agreement, shall not exceed the Contract Price. EXCEPT FOR THE WILLFUL MISCONDUCT OR RECKLESSNESS OF A PARTY, OR FOR ANY LOSSES COVERED UNDER AN INSURED CLAIM FOR BODILY INJURY, DEATH OR DAMAGE TO REAL OR PERSONAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES.

3.6. Insurance.

3.6.1. Obtaining Proper Insurance.

Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.6 and consistent with Article 5 of the General Conditions; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that (a) Owner is an additional named insured, and (b) such insurance coverage is in effect and will not be canceled or materially altered without thirty (30) calendar days prior written notice to Owner. All insurance provided by Contractor hereunder shall provide for a waiver of subrogation against Owner. In the event that permitted subcontractors are not covered by the Contractor's policies of insurance, each permitted subcontractor shall secure policies of insurance, which meet the requirements of this Section 3.6.

3.6.2. Amount of Insurance.

Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project. Owner shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Contractor insurance shall be written on a "primary and non-contributory" basis.

a. Worker's Compensation, Employer's Liability, and Occupational Disease Insurance.

Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent provided by the Worker's Compensation Act and the Occupational Disease Act of the State of Indiana, on all of Contractor's employees engaged in the Project and shall include a Waiver of Subrogation endorsement in favor of the Owner;

b. General Liability.

Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations (for at least two (2) years following completion) coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) annual aggregate;

c. Automobile Liability.

Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person, not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

d. Excess Liability

Excess or umbrella liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) per project or location aggregate (these limits apply in excess of each of the above-mentioned policies).

3.6.3 Builder's Risk Insurance.

Contractor shall provide Builder's Risk Insurance for the benefit of Owner, Contractor, Engineer, Engineer's Subconsultants, any and all of the permitted subcontractors as their interest may appear, and for the benefit of all parties furnishing financing to the Owner for construction to be done hereunder, all of the same to be named insureds on the said Builder's Risk policy. The perils covered shall include fire and extended coverage, plus other perils (including theft, vandalism and malicious mischief) which extend coverages to the broadest form of "all risk" coverage. This "all risk" coverage shall be in the amount of 100% of the completed insurable value of the Project. Proceeds of such Builder's Risk Insurance shall be payable to Contractor, as trustee for all interested parties, and Contractor shall adjust all losses and claims with the insurer, subject, however, to the rights of any mortgagee. Such coverage shall insure items of labor and materials connected with the Project, whether in or adjacent to the Facilities insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, stagings, towers, forms and equipment as are not owned or rented by Contractor, the cost of which is included in the cost of the work.

4. Building Insurance.

The Owner's fire and extended coverage insurance now in effect on the Facilities will cover the Owner's interest or equity in the Project; however, it will not cover the equity or interest of the Contractor nor of its materials and/or equipment at the Facilities. The coverage of the Contractor's equity and/or interest, as above, shall be the responsibility of the Contractor.

4.1. Title.

Title to all Conservation Measures shall vest with the Owner upon substantial completion and payment to the Contractor. Such title shall continue to be subject to the provisions of this Agreement. It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance.

The Owner shall be responsible for operating, maintaining, and insuring all Conservation Measures that are installed, except as otherwise set forth in Agreement, from and after the date of substantial completion.

5. Cost and Payments.

5.1. Cost.

In consideration of Contractor's performance of the work necessary for the completion of the Project, Owner shall pay the Construction Costs, Contractors Fee, Construction Contingency and Allowances as detailed and further **described in Exhibit B and Exhibit B-1** (herein the "Contract Price). It is, however, recognized and agreed that the Contract Price is subject to the guaranteed maximum price set forth in Exhibit B-1 ("GMP"). Any cost and expense for the installation of the Project in excess of the GMP shall be and remain the sole and exclusive liability and obligation of Contractor, unless such additional cost results from the issuance of a Change Order by Owner that is approved by Contractor and signed by an authorized representative of Contractor and Owner.

By executing this Contract, Contractor represents that it has taken steps reasonably necessary to ascertain the nature and location of the Project, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Project or its costs, and has included provision for all such conditions in the GMP, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the Site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during performance of the Project. Contractor also represents that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Facilities, including all exploratory work done by Owner and made a part of this Contract, as well as from the specifications made a part of this Contract. Failure by Contractor to take the actions described and acknowledged in this paragraph will not relieve Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Project.

Prior to substantial completion, the Owner may retain 10 percent of the amount of each payment for the work completed. If the work has been 50 percent completed as determined by Engineer, and if the quality and progress of the work have been satisfactory to Owner and Engineer and in accordance with the Contract Documents, Owner, on recommendation of Engineer, may determine that as long as the quality and progress of the work remain satisfactory to them and in accordance with the Contract Documents, there will be no additional retainage; and 50 percent of cost of materials and equipment not incorporated in the work (with the balance being retainage). Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the work completed, less such amounts as Owner is entitled to withhold under this Contract and less 200 percent of Engineer's estimate of the value of work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of substantial completion.

Owner shall make progress payments on account of the Contract Price on the basis of Contractor's applications for payment on or about the 15th day of each month during performance of the Project. All such payments will be measured by the schedule of values.

Contractor shall include in each permitted subcontract a limitation on the markup that Subcontractors can include in approved Change Orders. The cumulative total of markup (subcontractor markup plus all lower-tier subcontractor markups) shall not exceed fifteen percent (15%) of the cost of any approved Change Order. As Contractor's markup is accounted for in the

fixed fee, there will be no additional Contractor's markup for changes in scope associated with Owner approved work that expends project savings.

6. Independent Contractor.

It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be subject only to its orders and supervision, and shall be paid directly by Contractor. Neither Owner nor its agents, servants, or employees shall have the right to direct, supervise, or control the manner or method in which Contractor or its subcontractors perform the Project, except as otherwise expressly provided herein; provided, however, Owner shall have the right to inspect the Project at any time for the purpose of determining whether the Project is being carried out in conformity with the Contract Documents.

7. Document Retention.

Contractor shall retain in its records copies of all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, documents reflecting the unit price of construction and other writings or things which document the Project, its design, and its construction. Contractor shall maintain substantiating records for seven (7) years after the date of final payment or for any longer period of time as may be required by law or good construction practice. Contractor shall promptly make such construction records available for inspection by Owner upon request during such retention period. Cost of Work information will be provided to the Owner upon request provided that documents related to fee and rates are not subject to audit or review by the Owner. If Contractor receives a notification of dispute or the commencement of litigation regarding the Project within this seven (7) year period, Contractor shall continue to maintain all Project records until final resolution of the dispute or litigation.

8. Termination for Failure to Perform; Rights Thereunder.

The Contractor shall use all due diligence in an effort to complete the entire work required by this Contract in accordance with the project schedule. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality, or fail to prosecute the work with promptness and diligence, the Owner may, after fourteen (14) days written notice to the Contractor and Contractor's failure to remedy the problem within that time period, to provide any such labor or materials and to deduct the costs thereof from any money then due or thereafter to become due to the Contractor under the Contract, and the Owner shall also be at liberty to terminate this Agreement with the Contractor for the Project and to enter upon the Project and take possession for the purpose of completing the work to be done under this Contract, to use all materials of the Contractor available for such work, and to employ any other person or persons to finish the work and to provide such additional materials therefore as may be necessary; and in case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid

by the Owner to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the balance to the Owner. The expenses incurred by the Owner as herein provided, either for the furnishing of materials or for finishing the work, and any damage incurred through such fault of the Contractor shall be substantiated by the Owner for payment by the Contractor.

9. Extension of Time for Completion of Project.

Should the Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of the Owner or by any other damage or act beyond the reasonable control of Contractor or any subcontractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within five (5) business days of the occurrence of such delay. Contractor's nonperformance of its obligations under this Contract will be excused (or, if practicable, the time period within which Contractor may perform an obligation shall be extended) if and solely to the extent: (i) Contractor's failure to perform, or failure to timely perform, an obligation results from Owner's failure to perform or failure to timely perform its responsibilities, (ii) Contractor provides Owner with prompt and reasonable notice of Owner's nonperformance, and (iii) Contractor uses commercially reasonable efforts to perform its duties notwithstanding Owner's failure to perform.

10. No Acceptance of Defective Work.

No certificate given or payment made under this Contract, except the final certificate and final payment thereon, shall be conclusive evidence of the performance of this Contract either wholly or in part; provided, that no payment or certificate, including, without limitation, the final payment and certificate, shall be construed to be an acceptance of defective work, improper materials or unauthorized substitutions.

11. Contractor to Furnish Required Statements.

The Contractor shall, at no additional cost, provide all statements, affidavits, waivers, and other instruments required by state or federal law or regulation (including, without limitation, the Act) or by local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and the Contractor hereby acknowledges receipt of notice from the Owner to furnish same.

12. Nondiscrimination in Hiring Employees.

The Contractor, as required by I.C. 5-16-6-1 *et seq.* and I.C. 22-9-1-10, shall comply with the following:

A. The Contractor, any subcontractor, any supplier or any sub-supplier of a party to this Contract shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment,

because of his race, color, religion, sex, disability, national origin, or ancestry. Breach of this provision may be regarded as a material breach of this Contract.

B. This Contract involves the construction, alteration, or repair of a public building or public work, therefore the Contractor further agrees:

(1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not, by reason of race, religion, color, sex, national origin, or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(2) That the Contractor, a subcontractor, or any person on his or their behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin, or ancestry;

C. The Contractor or any subcontractor of the Contractor shall be required to pay for each class of work on such project a scale of wages which shall be consistent with Davis-Bacon wage **as described in Exhibit F**. That as part of this Contract, there is incorporated by reference herein the prevailing scale of wages pursuant to I.C. 5-16-7.2 *et seq.* See additional provisions of Attachment B, Attachment C and Attachment E **as described in Exhibit F**.

13. Miscellaneous Provisions.

13.1. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

13.2. Notices.

Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to the addressee, in the case of a Notice to be given to Contractor, or personally delivered to the addressee in the case of a Notice to be given to Owner, or (ii) upon the earlier of actual receipt or refusal of delivery when sent via traceable overnight courier (e.g., FedEx) or when sent in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner: Michael Albert, Town Board President
 Town of Westville
 100 Sester Drive
 Westville, IN 46391

If to Contractor: Chris Manges, Operations Manager
Bowen Engineering Corporation
8802 N. Meridian Street
Indianapolis, IN 46260

With Copy to: General Counsel

13.3. Assignment.

Without Owner's prior written consent, Contractor shall not, and will not, assign, transfer, pledge, hypothecate, or grant any security interest in, or otherwise dispose of, this Agreement, or any portion of this Agreement.

Contractor, without the consent of the Owner, may assign its right to receive payment hereunder in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that Contractor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Agreement, or may provide that a third party trustee or agent shall act as a collection and paying agent for any Assignee, provided Owner receives written notification of the name and address of the trustee or the agent and a copy of the pooling and fractionalization agency or trustee agreement, if any such Assignee shall have all or a part of the assigned rights of Contractor under this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Any assignment or reassignment of any of Contractor's right to receive payment hereunder shall be effective upon receipt by Owner of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee, and where applicable, to whom further payments hereunder should be made. Owner agrees to acknowledge, in writing, any assignments if so requested.

Owner agrees that, upon notice of assignment of payment rights, if so instructed, it shall pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff (except as permitted by this Agreement), all amounts, which become due hereunder.

Contractor does hereby assign to Owner, to the greatest extent permitted by law, all warranties of any manufacture of supplies, equipment, and all other materials used in the performance of the Project. Contractor agrees to use reasonable efforts to assist Owner in seeking any redress under any such warranties.

13.4. Nonwaivers and Defaults.

The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights. Except as otherwise expressly provided herein, no default by either party hereto in the performance of any of its covenants or obligations hereunder, which except for this provision would be the legal basis for the rescission or termination hereof by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the same within fifteen (15) calendar days after written notice thereof is given to such defaulting party by the other party hereto.

13.5. Remedies Cumulative.

Each remedy provided for by the Contract shall be cumulative and in addition to every other remedy provided for herein, by law or in equity.

Upon the occurrence of a default, either party, or its assignee, may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Agreement, (ii) recover damages for breach of this Agreement. Notwithstanding the exercise of any right, remedy or privilege, the parties shall remain liable for all covenants and indemnities under this Agreement, and for all legal fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Agreement.

Except as otherwise provided in this Contract, in the event of a claim, controversy or dispute between Owner and Contractor, the performance of any portion of the Project, the delivery of any materials, the payment of disputed monies or otherwise (the parties acknowledging that undisputed monies will be paid when due), Owner and Contractor agree that pending the resolution of such claim, controversy or dispute, Owner and Contractor shall continue to perform their respective obligations under this Contract without interruptions or delay, and Contractor agrees not to directly or indirectly stop or delay the performance of the Project, including the delivery of materials to the Project.

13.6. Amendments.

No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto, and the Contractor's assignee, if any.

13.7. Headings.

The headings of sections and subsections of this Agreement are for convenience of reference only and shall not constitute, affect the meaning, construction, or effect of, any provision hereof.

13.8. Entire Agreement.

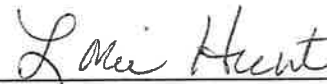
This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations and agreements

whether written or oral. To the extent of any conflict between this Agreement and its Exhibits and the Specifications and Drawings, and General Conditions, the terms and conditions of this Agreement shall prevail and supersede solely to the extent of any such conflict.

Authority to Execute Contract. This Contract is executed for Town of Westville, Indiana pursuant to a resolution of its Board, duly adopted at its regular meeting duly called and held on July 14th 2026.

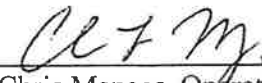

Michael Albert, Town Council President

ATTEST:


Lori Hunt, Clerk Treasurer

Date: 7/14/2026

BOWEN ENGINEERING CORPORATION


Chris Manges, Operations Manager

Date: 7/13/26

EXHIBIT A

SCOPE OF WORK

Projects will be completed in accordance with the Contract Documents. In recognition of the mutual benefits of the design assist process, it is an expectation that the details of the scope of work will change as key design decisions are made with related Project savings or changes documented by a Scope Modification Agreement.

Project: Water Improvements Phase 2B (Valpo St. and Prison Loop)

Scope of Work is based on:

- Plans dated 6/25/26 for Valparaiso St
- Plans dated 5/11/26 for Prison Loop w/ MCO & Bowen Redline Dwgs Changes

Clarifications:

- Assuming all easements resolved and access to properties will be available at Notice to Proceed (NTP)
- Mill & Asphalt West Bound Lane Valparaiso St
- Valparaiso St Residential Services Scope to incorporate water pits on property side of Sidewalk. Not renewed back to house
- MCO to supply water meters for Services on Valparaiso St, Family Express, & Duke Oil
 - o Talking with Nathan he wants to run through project. Have swagged 3k/service that should cover if it goes that route
- Bowen has not included removal and treatment of contaminated soils and groundwater, if encountered, none is currently shown on plans or any previous testing material made available at time of GMP
- Bowen has not included a trailer for any resident inspector/engineer.
- Bowen has assumed the project being sales tax exempt.
- The GMP is based upon the assumption that the work will be performed during normal working hours. Holiday, weekend, and overtime costs are not included.

EXHIBIT B

PROPOSAL & OPEN BOOK STRUCTURE

This is a “Cost Plus a Fixed Fee” proposal with a “Guaranteed Maximum Price” or “GMP”. Exhibit B-1 is hereby incorporated by reference into, and made a part of, this Exhibit B. In exchange for payment by the Owner to Contractor, Contractor shall complete, without exception, and shall furnish required process know-how, labor, supervision, materials, tools, equipment, transportation, permits, and incidentals to accomplish the Project, including, without limitation, the following:

- B-1. Construction Costs: The following project specific personnel costs including, but not limited to, Operations Manager, Project Manager, Project Engineer, Project Coordinator, Safety Manager, Corporate Safety Director (site visits only), General Superintendent (site visits only), Project Field Superintendent, Project Quality Manager (site visits only), Project Field Engineer are all eligible personnel. In addition the following project cost including, but not limited to, project materials, consumable materials, subcontracted work, heavy equipment usage, mobilization & demobilization costs, office/tool trailers, initial site surveying, rental charges, taxes, permits, fees, licenses, tests, construction laydown/parking area requirements, water, power, fuel, medium tools, dumpsters, drinking water, drawing/specification, reproductions, insurance costs, on-site phones, faxes, computers, printers, losses, expenses, costs, fees and damages not compensated by insurance, dispute resolution fees and costs other than those arising from disputes between the Parties, subsistence and other travel expenses, sanitary facilities and utility consumption charges are all eligible for reimbursement and all other costs directly incurred by Contractor in connection with the Work. Contractor shall provide a labor rate exhibit for personnel costs. Mobilization & demobilization is limited to 5% of construction cost on the schedule of values and the full amount will be billed in the first payment of application.
- B-2. Fixed Contractor Fee: Contractors fee for overhead and profit. The Contractor Fee will appear as a line item on the schedule of values and will progress on a percentage basis of project completion.
- B-3. Contractor’s Contingency: The Contractor’s GMP Proposal contains, as part of the estimated Cost of the Project, the Contractor’s Contingency, a sum agreed upon to cover costs which are properly reimbursable as a Cost of the Project, whether or not such cost is the basis for a Change Order. The Contractor shall regularly (no less than on a monthly basis during the term of this Agreement) provide the Owner with an accounting of all charges against the Contractor’s Contingency.
- B-4. Allowances: The Contractor GMP may contain allowances to cover costs that are properly reimbursable as a Cost of the Project. To the extent the actual Costs of the Work incurred by the Contractor to complete an Allowance Item is more or less than the applicable Allowance Amount, that Allowance Amount shall be adjusted (either

increased or decreased) to correspond to the actual Cost of the Work incurred for that Allowance Amount and the GMP shall be increased or decreased (as appropriate) by the same amount.

- B-5. Final Report, Project Savings: At the time of Final Completion, the Contractor shall provide a Final Contract Price Report with an invoice to the Owner that includes the cost of Project to date. If at such time the Final Contract Price is less than the Guaranteed Maximum Price referenced in Exhibit B-1, then the Owner shall keep 100% of the savings. Reports, referred to as buy sheets, will be given to the Owner by the Contractor monthly or bimonthly during construction documenting savings or losses.

Exhibit B-1
CONTRACTOR'S OPEN BOOK PRICING MODEL & PROPOSAL

Project: Water Improvements Phase 2B (Valpo St. and Prison Loop)

Construction Cost	\$ 12,095,069
Fixed Provider/Contractor Fee	\$ 1,011,605
Construction Contingency	\$ 550,000
Guaranteed Maximum Price	\$ 13,656,674

EXHIBIT C

PERFORMANCE GUARANTEE

SAVINGS GUARANTEE

The Contractor guarantees that the program described in the Guaranteed Savings Contract (the "Agreement") to which this Performance Guarantee is attached as Exhibit C will recover a total of **\$14,805,000** in savings during the first twenty (20) years of operation, beginning on the first day of the month following substantial completion by the Owner regarding the installation of the equipment provided under the Agreement.

If, at the end of any year during the guarantee period, the program has failed to achieve the annual guarantee of savings, the Contractor will pay the Owner the difference between the annual guarantee and the actual savings amount.

Savings that are achieved by the upgrades and the modifications in the Agreement prior to completion of the entire retrofit project (construction period savings) will be added to the first year actual annual savings amount.

The Contractor and the Owner also agree that if the actual annual savings amount exceeds the annual guarantee amount, such excess savings amounts will be added to the savings for any future year before calculating the savings amount.

This guarantee, whether or not exercised, is the Contractor's sole liability with respect to any claim of savings.

METHODOLOGY

The savings are calculated using Microsoft Excel spreadsheets. All assumptions, variables, and equations are shown on each page. The total annual savings, including, operational savings, are stipulated between the Owner and the Contractor in the Agreement. Stipulated savings are savings that are agreed to be satisfied throughout the term of this performance guarantee. Any changes to the operation of the equipment or systems can be accounted for through calculation and the annual savings adjusted accordingly. The Tables below summarize the guaranteed annual savings from the calculations. This saving guarantee is dependent upon these conditions being met.

Any shortfall payments between the Owner and the Contractor will be made within 90 days of the end of each annual period.

Table 1: Annual Savings Summary

ECM	Description	Wastewater & Energy Savings	Cost Avoided Operational Savings	Total Annual Savings
1	Water System Improvements (Phase 2B)	\$ -	\$740,250	\$740,250

Table 2: Annual Guaranteed Savings by Year of Contract

Contract Year	Annual Savings (\$)
1	\$740,250
2	\$740,250
3	\$740,250
4	\$740,250
5	\$740,250
6	\$740,250
7	\$740,250
8	\$740,250
9	\$740,250
10	\$740,250
11	\$740,250
12	\$740,250
13	\$740,250
14	\$740,250
15	\$740,250
16	\$740,250
17	\$740,250
18	\$740,250
19	\$740,250
20	\$740,250
Total	\$14,805,000

Table 3: Operational Savings (Future Capital Cost Avoided)

Future Capital Cost Avoidance Savings

Town Westville, IN

ID	Description	RS Means Cost Data	Unit	\$/Unit	Value	% Replaced	Project Cost
1	Water Treatment System Improvements Phase 1	Historical Data	Project	NA	\$ 14,000,000	100%	\$ 14,000,000.00
2	Commissioning	01-91-13.50-0150	Project	1.25%	\$ 14,000,000	100%	\$ 175,000
3	Construction Management	01-11-31.20-0020	Project	4.50%	\$ 14,000,000	100%	\$ 630,000
					TOTAL PROJECT COST=		\$ 14,805,000

Notes:

All data based on MS Means 2010 Building Construction Data Handbook

Value = Qty x \$/Unit

Term = life of the contract

% Replaced = amount of system or facility that is affected through this project

Annualized Savings Includes Time Value of Money Given Project Cost and Term

Annualized Savings = \$740,250.00

Given: Term(yrs) = 20

EXHIBIT D

SUPPORT SERVICES

ANNUAL AUDITS

As part of the Guarantee, Bowen Engineering Corporation agrees to complete the annual report to be filed with the Department of Local Government Finance (see example on this page).



GUARANTEED ENERGY SAVINGS CONTRACT ANNUAL SAVINGS REPORT

State Form 55886 (R / 10-15)

Department of Local Government Finance

Guarantee Period Covered by this Report (M/D/Yr) : 1/0/00 through 12/30/00 Report Year: 1

Institution: 0	Contractor: Bowen Engineering
Contact: 0	Contact: Teddy Deahl
Telephone: 0	Telephone: 317-408-9960
Address: (number and street, city, state, and ZIP code) 0	Address: (number and street, city, state, and ZIP code) 8802 N. Meridian St. Indianapolis IN 46260

Contract Dates : Signed (M/D/Yr): 1/0/00

Expires (M/D/Yr): 1/0/00

Project Dates: Initiated (M/D/Yr): 1/0/00

Completed (M/D/Yr): 1/0/00

Total Project Cost (with Financing): \$0

Total Guaranteed Savings: \$0

	(A) Baseline Constant (from contract)	(B) Actual Post- Project	(C) * Adjustment	(D) ** Savings (A-B-C)	(E) Guaranteed Savings (From Contract)	(F) Difference + or - (D minus E)
1. Energy Saved (MMBTU):				0.00	0.00	
2. Energy Costs Saved:				\$0.00	\$0.00	
3. Operating Costs Saved:				\$0.00	\$0.00	
4. Total Costs Saved:				\$0.00	\$0.00	
5. Total Thru Previous Years:				\$0.00	\$0.00	
6. Accumulated Totals Thru This Period (4 + 5):				\$0.00	\$0.00	

* Note: Provide attachment showing all assumptions (bill totals, measurement and verification, stipulations) and calculations used to determine adjustments.

** Note: If column A, B, or C is blank or the listed savings have not been calculated using actual utility bills and operating costs, the reported figures have been stipulated and represent an estimation of savings.

Total Square Footage of Buildings in GESC: 0.00

Pre-project Energy Cost: \$0

Buildings Included in Contract: 0

Savings Measures Included in Contract: 0

Name and Organization of Person Filing this Report:

Teddy Deahl Bowen Engineering

Approved by and Title of Authorized Institution Official:

Send annually to the Department of Local Government Finance, 100 N Senate Ave, IGC-N, Room N1058, Indianapolis, Indiana, 46204 no later than sixty (60) days after the anniversary of each savings guarantee period.

Questions? Call the DLGF at (317) 232-3777.

Email to: gesc_reports@dlgf.in.gov

EXHIBIT E

PROJECT COMPLETION SCHEDULE

Substantial Completion	10 months after Notice to Proceed
Define Punch List Items	after Substantial Completion
Final Project Completion	60 days after Substantial Completion

EXHIBIT F

INDIANA STATE REVOLVING FUND (SRF)

GREEN PROJECT RESERVE (GPR)

FRONT END DOCUMENTATION AND SRF REQUIREMENTS

The Project, and Contract Documents, include all requirements of the Indiana State Revolving Fund including the Green Project Reserve. The documentation immediately following this page are front end documents for SRF financing including Green Project Reserve:

1. Attachment B (front end documentation addendum from SRF website).
2. Attachment C (front end documentation addendum from SRF website).
3. Attachment E (front end documentation addendum from SRF website).
4. Copy of Davis Bacon Wage Determination used for the project.
5. DBE Packet.
6. Completed MBE/WBE Good Faith Efforts Worksheet(s).
7. Signed copy of Form OEE-1, "Certification of Nonsegregated Facilities."
8. Signed copy of Form OEE-2, "Notice to Labor Unions or Other Organizations of Workers – Nondiscrimination in Employment."
9. Completed Attachment H.

EMPLOYMENT CONTRACT

THIS AGREEMENT, entered into this 14th day of April 2026, by and between the Westville Town Council, (hereinafter "Council"), and Douglas L. Biege, Drayton, Biege, Sirugo & Elliott, LLP, (hereinafter "Attorney").

W I T N E S S E T H:

The Town of Westville, in consideration of the mutual promises and agreements herein contained, hereby retains and employs the services of Attorney Douglas L. Biege, and said Attorney hereby agrees to work for and provide legal services to said Council and the Town of Westville under the following terms and conditions:

NATURE OF SERVICES

1. The Attorney shall prepare for and attend the regularly scheduled monthly meetings of the Council on the date established by the Council; the Attorney shall also attend any and all special meetings as from time to time may be called by the Council.

2. The Attorney shall provide legal services, counsel consultation, and advice for the Council and its staff on legal matters which from time to time develop during then-going, daily, and ordinary course of business as conducted by the Council.

3. It is contemplated by the parties to this Agreement that there will be, on occasion, a necessity for the Attorney to provide legal services, advice,

consultation, and opinions with regard to extraordinary matters confronted by the Council or other bodies within the Town. It is further contemplated by the parties to this Agreement that these extraordinary matters will be individually identified and specifically assigned to the Attorney by the Council, except as specifically referenced herein

4. It is further contemplated by the parties to this Agreement that the Attorney shall represent the Council in any and all matters requiring court appearances or representation of the Council before administrative boards and agencies.

TENURE OF EMPLOYMENT

1. The Attorney shall commence work hereunder on the 14th day of April 2026, and such employment shall continue to the 31st day of December 2027, unless terminated or extended pursuant to the remaining provisions of this Section.

2. In the event the parties to this Contract shall agree that their association with one another is mutually unsatisfactory, then both the Council and the Attorney shall be given thirty (30) days' notice of the mutual desire to terminate this Employment Agreement.

3. The Council may terminate this Contract at any time for cause and, in such event, the Council shall give the Attorney thirty (30) days notice of such termination.

4. In the event of the death or incapacity of the Attorney, this Contract shall terminate. In the case of disability of the Attorney by illness or accident for more than three (3) months, the Council may terminate this Contract without notice.

5. This Contract may be extended on a yearly basis and under such terms and conditions as the Council and the Attorney may from time to time agree upon.

COMPENSATION AND BENEFITS OF EMPLOYMENT

1. As compensation for the Attorney's:

(a) Preparation for and attendance at the Council's regular monthly meeting, as well as any special meetings duly called by the Council;
and

(b) Providing of legal services, counsel, consultation, and advice for the Council and its staff on legal matters which from time to time develop during the ongoing, daily, and ordinary course of business as conducted by the Council; the Council agrees to retain the services of the Attorney at the rate of Twenty-Nine Thousand Dollars (\$29,000.00) for the term of this Agreement.

(c) Any compensation paid pursuant to this agreement shall be made payable to Drayton, Biege, Sirugo & Elliott, LLP.

2. As compensation for the Attorney's providing legal services with regard to those matters classified by the Council as extraordinary, including services rendered to the Plan Commission and Board of Zoning Appeals, as well as court appearances and representation of the Council before administrative boards and agencies, the

Council agrees to pay the Attorney at the rate of Two Hundred Dollars (\$200.00) per hour. It is contemplated by the parties to this Agreement that the attorney will keep accurate time records with regard to those matters for which he is to be compensated on an hourly basis, and will submit to the Council itemized statements to that effect.

3. It is specifically agreed between the Council and Attorney that this Contract shall not control Attorney's fees charged for representation in connection with bond issues or like matters including legal work relating to municipal improvement projects and fees in connection with such matters that may be defined in separate agreements between the parties.

4. It is specifically agreed between the Council and Attorney that Attorney may assign certain tasks contemplated by this Agreement to lawyers associated with Attorney which assignments shall be under the supervision of Attorney.

5. The Council and the Attorney further agree that the Attorney is being retained under the provisions of this Contract as an independent contractor and that no employer/ employee relationship has been created by this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 14th day of July, 2026.

THE TOWN OF WESTVILLE

By: 
Michael Albert, President

DRAYTON, BIEGE, SIRUGO & ELLIOTT, LLP

By: 
Douglas L. Biege, Attorney

ATTEST: 
Clerk-Treasurer

WESTVILLE, INDIANA

COED SLOW PITCH SOFTBALL

★ EVERYONE. EVERY POSITION. EVERY SUNDAY. ★



COED LEAGUE
MEN & WOMEN PLAY TOGETHER!



AGES 18 & UP



TEAM FEE
\$400 A TEAM



GAMES START
AUGUST 16TH



ALL GAMES ON
SUNDAYS



★ GOOD COMPETITION. | GREAT PEOPLE. | SUNDAY FUNDAY. ★



★ ALL PROCEEDS GO TO GWAA ★
FOR THE YOUTH BASEBALL & SOFTBALL PROGRAMS



MANAGER CERTIFICATION

I certify that all players listed on this roster:

- Are **18 years of age or older**.
- Have completed and signed the required **Participant Liability Waiver** before participating.
- Meet all eligibility requirements established by the Westville Adult Coed Slow Pitch Softball League.
- Understand and agree to follow all league rules and policies.

I understand that using an ineligible or unregistered player may result in a game forfeit and/or disciplinary action by league officials.

Manager/Captain Signature: _____

Printed Name: _____

Date: _____

LEAGUE USE ONLY

Roster Received: ☐ Yes ☐ No

Date Received: _____

Approved By: _____



WESTVILLE ADULT COED SLOW PITCH SOFTBALL LEAGUE

Participant Liability Waiver & Release of Liability

Participant Name: _____

Date of Birth: _____

Phone Number: _____

Email: _____

Emergency Contact: _____

Emergency Phone Number: _____

Acknowledgment of Risk

I understand that participation in the Westville Adult Coed Slow Pitch Softball League involves inherent risks, including, but not limited to, falls, collisions with players or equipment, being struck by a ball or bat, weather conditions, field conditions, and other risks that may result in serious injury, illness, permanent disability, or death. I voluntarily choose to participate with full knowledge of these risks.

Assumption of Risk

I knowingly and freely assume all risks, both known and unknown, associated with participation in league games, practices, warm-ups, tournaments, and related activities.

Release of Liability

In consideration of being permitted to participate in the Westville Adult Coed Slow Pitch Softball League, I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby release, waive, discharge, and hold harmless the Westville Adult Coed Slow Pitch Softball League, Great Western Athletic Association (GWAA), the Town of Westville, Prairie Meadow Park, league directors, commissioners, officers, volunteers, coaches, umpires, sponsors, property owners, employees, agents, representatives, and any affiliated organizations from any and all claims, demands, actions, causes of action, liabilities, damages, costs, or expenses arising out of or related to any injury, illness, disability, death, property damage, or loss that may occur as a result of my participation in league activities, whether arising from ordinary negligence or otherwise, to the fullest extent permitted by Indiana law.

I understand that this release does not apply to claims arising from gross negligence, willful misconduct, or any liability that cannot legally be waived under applicable law.

Medical Authorization

If I become injured or require medical attention during league activities, I authorize league officials to obtain emergency medical treatment if necessary. I understand that I am responsible for any medical expenses incurred.

Code of Conduct

I agree to:

- Display good sportsmanship at all times.
- Respect league officials, umpires, volunteers, teammates, opponents, and spectators.
- Follow all league rules and safety guidelines.
- Refrain from fighting, threatening behavior, abusive language, or unsportsmanlike conduct.
- Understand that violations of league rules may result in suspension or removal from the league without refund.

Fundraiser & Refund Policy

I understand that this league is a fundraiser benefiting the **Great Western Athletic Association (GWAA)** and supports local youth baseball and softball programs.

I acknowledge that all registration fees and team fees are used to operate the league and support GWAA. Therefore:

- Registration and team fees are **non-refundable** once payment has been received.
- No refunds will be issued due to injury, illness, scheduling conflicts, weather-related cancellations, dismissal from the league for misconduct, or voluntary withdrawal.
- If the league is canceled before the season begins and no games are played, refunds may be issued at the sole discretion of the league organizers after expenses already incurred have been deducted.

Photo Release

I grant permission to the Westville Adult Coed Slow Pitch Softball League and GWAA to photograph or record me during league activities and use those images for league promotion, social media, and future advertising without compensation.

☐ I do **NOT** give permission for my image to be used.

Insurance

I understand that the league does not provide medical, accident, or liability insurance for participants. I am responsible for maintaining my own insurance coverage and for all medical expenses resulting from participation.

Agreement

I certify that:

- I am at least 18 years of age.
- I have read and fully understand this waiver and release.
- I understand that by signing this document, I am giving up certain legal rights.
- I sign this agreement voluntarily and intend it to be legally binding upon myself, my heirs, executors, administrators, and assigns.

Participant Signature: _____

Printed Name: _____

Date: _____



ADULT COED SLOW PITCH SOFTBALL RULES

Games will be played by the United States Specialty Sports Association Rules (USSSA), except when in conflict with one of the following rules:

LEAGUE AUTHORITY

1. The operations of the league or tournament will be fully governed by the policies and regulations set forth by the League Authorities.
2. Westville COED Softball will not be responsible for any injuries or accidents incurred to players or spectators.

TEAM ROSTERS

1. 5 MALES AND 5 FEMALE players will constitute a team.
 - 4 Female players must be always playing defensively.
 - If a female player must exit the game, the team must subtract 1 male player from the lineup as well.
2. Team rosters will be limited to 12 players. To be eligible to participate as a player, that player's name must be on the official roster.
3. The minimum age to participate in Westville COED Softball League/Tournament is 18 years of age.

LEAGUE RULES

1. **GAME TIME:** Game time is forfeit time. Teams not ready to play at the designated time shall forfeit. A team must have 8 players to start or finish a game. NO automatic out for playing short.
2. **REGULATION GAME:** a game will consist of 7 innings unless one of the following occurs:

DUGOUT

1. Eligible players who are properly registered with the team shall be the only ones in the dugout during the game. While a team is batting, all players must remain completely in the dugout and out of the playing area with the following exceptions:
 - The on-deck batter in the designated circle.
 - (1) 1st base coach and (1) 3rd base coach.

INCLEMENT WEATHER/CANCELLATIONS

1. All changes to the game schedules will be sent in a text to all Team Managers.
2. Make up games will be rescheduled as soon as possible.
3. 3 innings (2 ½ if the home team is leading) shall constitute a regulation game if the game is called. (ALL rainout games or games called that are not regulation games will be replayed from the beginning.)

MANAGERS AND UMPIRES

1. In case of a dispute, managers/head coaches are the only ones allowed to talk with the umpires. If a manager wants to inquire concerning a call, he must call "TIME" and request an explanation in a calm and respectful manner. He is the only one allowed on the field to confer with the umpire.

BALL DELAYS

1. If a ball goes out of the playing field the pitcher cannot wait for that ball to be returned. Another game ball must be used until the batter is retired or the ball is hit out of play.

UNSPORTSMANLIKE CONDUCT

- 1) Profanity, verbal abuse, or any threats towards a game umpire, scorer, or representative before, during, or after the games will not be tolerated and is grounds for suspension for the program for up to one year.
 - Verbal warning given
 - Ejection from the facility. If the offender fails to leave the park, it will result in the team forfeiting the game.
- 2) Any player who, in the umpire's judgment, purposely pushes or strikes a player to the extent that it could cause personal bodily injury will automatically be suspended from the program.



WESTVILLE ADULT COED SLOW PITCH SOFTBALL LEAGUE

Official Team Roster

Benefiting Great Western Athletic Association (GWAA)

TEAM INFORMATION

Team Name: _____

Manager/Captain: _____

Phone: _____

Email: _____

PLAYER ROSTER

#	Player Name (Print)	Jersey #	Phone Number	Signature
1	_____ _____	_____	_____	_____ _____

2				
3				
4				
5				
6				
7				
8				
9				
10				

11				
12				

MANAGER CERTIFICATION

I certify that all players listed on this roster:

- Are **18 years of age or older**.
- Have completed and signed the required **Participant Liability Waiver** before participating.
- Meet all eligibility requirements established by the Westville Adult Coed Slow Pitch Softball League.
- Understand and agree to follow all league rules and policies.

I understand that using an ineligible or unregistered player may result in a game forfeit and/or disciplinary action by league officials.

Manager/Captain Signature: _____

Printed Name: _____

Date: _____

LEAGUE USE ONLY

Roster Received: ☐ Yes ☐ No

Date Received: _____