

LEGAL NOTICE

The Westville Town Council will meet in a public hearing at 6:00 p.m. (local time) on Tuesday, September 12, 2023. The public hearing will be held at Westville Town Hall located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

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

WESTVILLE TOWN COUNCIL

SEP 12 , 2023

PUBLIC HEARING

100 SETSER DRIVE

6:00 P.M.

AGENDA

ORDINANCE 2023-8, SEWAGE RATE AMENDMENT (PUBLIC COMMENT)

.

WESTVILLE TOWN COUNCIL

SEPTEMBER 12, 2023

MINUTES OF PUBLIC HEARING

A public hearing of the Westville Town Council was held at the Westville Town Complex Community Room, 100 Setser Drive at 6:00 p.m. Present: Michael Albert, Deborah Kelly, Nate Burnett, Lori Mercer, Clerk-Treasurer.

Absent: James Bechinske, Olga Pothorski

Michael Albert opened the public hearing stating that this hearing is to hear any public comment regarding Ordinance 2023-8, An Ordinance Amending Ordinance 2014-4 Concerning the Rates and Charges of the Sewage Work System of the Town. Jeff Rowe from Baker-Tilly was in attendance to explain the ordinance. He stated that this ordinance is a result of the Westville Correctional Facility connecting to the Town's sewage system. He stated the rate decrease would be around 37%. For a residence that utilizes 4,000 gallons a month, the sewage portion would go from \$52.96 to \$33.48. This rate will be across the board. Jeff also stated that this ordinance was introduced at a previous special meeting held by the council. Michael Albert asked if there was any public comment. There was none.

Michael Albert made a motion to close the public hearing at 6:03 PM. Deborah Kelly, second. All were in favor of closing the hearing.

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



LEGAL NOTICE

The Westville Town Council will meet in a public hearing at 6:30 p.m. (local time) on Tuesday, September 12, 2023. The public hearing will be held at Westville Town Hall located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

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

WESTVILLE TOWN COUNCIL
SEP 12, 2023
PUBLIC HEARING
100 SETSER DRIVE
6:30 P.M.

AGENDA

2024 BUDGET (PUBLIC COMMENT)

WESTVILLE TOWN COUNCIL

SEPTEMBER 12, 2023

MINUTES OF PUBLIC HEARING

A public hearing of the Westville Town Council was held at the Westville Town Complex Community Room, 100 Setser Drive at 6:30 p.m. Present: Michael Albert, Deborah Kelly, Nate Burnett, Lori Mercer, Clerk-Treasurer.

Absent: James Bechinske, Olga Pothorski

Michael Albert opened the public hearing stating that this hearing is to hear any public comment regarding the 2024 budget. There was no public comment.

Michael Albert made a motion to close the public hearing at 6:31 PM. Deborah Kelly, second. All were in favor of closing the hearing.

DK

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

Lori Mercer

NB

me

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

AGENDA

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

ORDINANCE 2023-8, RATES AND CHARGES OF THE SEWAGE WORKS
SYSTEM

RESOLUTION 2023-6

STREETS

DEPARTMENT HEAD REPORT

PARKS

POLICE

DEPARTMENT HEAD REPORT

FINANCE

MISCELLANEOUS

WVFD ACTIVITY REPORT

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

WESTVILLE TOWN COUNCIL

SEPTEMBER 12, 2023
MINUTES OF MEETING

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

Absent: James Bechinske

The Pledge of Allegiance was recited.

A motion was made by Olga Pothorski to approve minutes of the August, 2023 meeting. Nate Burnett, second. Roll Call: Burnett, yes; Pothorski, yes; Kelly, yes; Albert, yes.

A motion was made by Deborah Kelly to approve claims for the month of August, 2023. Olga Pothorski, second. Roll Call: Burnett, yes; Pothorski, yes; Kelly, yes; Albert, yes.

UTILITIES

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

Michael Albert read Ordinance 2023-8, An Ordinance Amending Ordinance 2014-4 Concerning the Rates and Charges of the Sewage Works System for the Town, in its entirety. Michael Albert stated that WCC will be paying the same rate as residential customers. He also stated that this ordinance was introduced at the special meeting held previously. Michael Albert made a motion to adopt Ordinance 2023-8. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Kelly, yes; Albert, yes.

Michael Albert read Resolution 2023-6, IFA Supplemental Drinking Water and Wastewater Assistance Fund, in its entirety. Michael Albert stated that this resolution is to allow the State of Indiana to reimburse the Town for expenses incurred during the water project for the Westville Correctional Facility in the form of a grant. The amount of reimbursement is not to exceed \$85,000.00. Michael Albert made a motion to adopt Resolution 2023-6. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Kelly, yes; Albert, yes.

STREETS

There was nothing to report in Streets.

PARKS

There was nothing to report in Parks.

Handwritten initials: JB, BK, NB

POLICE DEPARTMENT

Chief Corey McKinney reported the monthly stats.

FINANCE

There was nothing to report in Finance.

MISCELLANEOUS

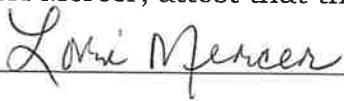
CITIZENS COMMENTS

ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL

Lori Mercer asked Jeff Rowe if the rate decrease for the sewage portion of the utility bill would take effect for the December bill and Jeff stated it would be decreased by the December bill.

A motion to adjourn was made by Michael Albert at 7:13 PM. Olga Pothorski, second. Motion carried.

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





Town of Westville
August Monthly Report of Operations
Prepared By: Nathan Howell
September 12, 2023

WATER

New Items

1. We continued to experience periods of increased water use. There was a significant leak at Casey's which was repaired by their contractor.
2. There was a water leak on Valparaiso Street on September 3, 2023. We waited until September 5, 2023, to repair it. It was leaking at the service line to the Bomar housing complex. The installation of the service is poor, and the materials are in poor condition. We are planning to have Bowen replace the line. This will require most of Valparaiso Street to be shut down for several hours.
3. We are purchasing some back-up parts for the water plant. One of the costlier items is a VFD for the high service pumps.
4. Peerless Midwest was on site and tested the wells and high service pumps.
5. We have met with Lori regarding the Lead and Copper Rule requirement of completing a water service line inventory. This is a very time-consuming project. Her staff will be doing much of the work to keep the Town in compliance.

Old Items

1. GIS – Adam is continuing to work on the upgrade to the mapping system. Randy Decker from MCO is helping Adam with this since he is quite familiar with GIS.
2. We have discussed the tower demolition with Isler construction. We are having a difficult time getting the main removed from service. We are planning on next summer for removal.
3. We have been working with McMahon to complete the water model.

WASTEWATER

New Items

1. We ordered a new pump for the Nash Finch lift station.
2. There were several callouts for lift station issues. If we cannot correct them, we have Superior Pumping Services perform the work.
3. We had to make some minor repairs to the sludge press. The parts were under warranty and Town staff and Sweney Electric made the repairs.

4. We are in the process of making modifications to several of the lift stations so we can install bypass pumps in the event of a system failure.
5. MCO staff conducted manhole evaluations in the areas built prior to 1970. We have not reviewed the findings yet. We provided this additional service as part of our contract. This is the beginning phase of determining what type of project is necessary for the rehabilitation of the older sewage collection system. This will likely be required by IDEM in the near future.

Old Items

1. The Nash Finch Lift Station flow meter will be installed this month.
2. The Westville Estates Pump Station is deteriorating rapidly. We have spoken with McMahon and Superior Pumping to renovate the Station. We are considering installing the used system from the old WWTP. We spoke with Gasvoda who provided pump selections to retrofit the old station with submersible pumps. This information has been given to McMahon for their input.
3. There is still an issue with the mapping system at Fieldstone Subdivision. The sanitary sewer locations on the atlas were wrong on two streets. We found three manholes which two are buried very deep and there may be severe conflicts with fences in the rear lots. We will contact a contractor to assist with this. We had M.E. Simpson on site to assist in locating services and shut off valves. We have found nearly half of the valves which could not be found. We are trying to find a contractor who will bring the manhole lids to grade.
4. We were involved with the sewer connection to the duplex built on Flynn Road across from the grocery store. We are still in the process of rectifying the situation. Charlie Ray is working on a solution.
5. The Coulter Road force main will need to be replaced. We have several ideas for this.
6. The manhole lid on one of the manholes on Flynn Road north of McDonald's broke into pieces. Adam found a lid which fit and sealed it to the frame with mastic. Bowen will replace two lids total. We are waiting for a proposal to replace two frames and lids. Bowen is trying to find the proper frame and lids.
7. The WWTP improvements are continuing. Following is the progress that has been made:
 - The lift station at WCC is about 95% complete with most of the building construction complete.
 - The force main is 99% complete. There are a few punch list items to address.
 - The solids building at the Wastewater Plant is 98% complete.
 - The sludge disinfection/conditioning system has been started up. It is 99% complete.
 - Raw and RAS piping is complete.
 - The splitter box for the new clarifier is complete. The effluent piping tie-in for the new clarifier is complete.
 - The oxidation ditch is completed. Railing, grating and aeration equipment have been installed and is about 75% complete.
 - All of the new aerators are installed, and the outer ring of the oxidation ditch is operational.
 - The old aerators have been removed and the walkway modifications are 85% complete.
 - The new headworks building is about 95% complete.
 - The new clarifier is 95% complete.
 - Both clarifier modifications are complete.
 - The generator has been moved twice, and the new generator is installed is operational.
 - A small shed to house the bypass pump was built and installed so it will work in case the raw pumps fail.
 - There continues to be shutdowns to install critical piping and valving for the new oxidation ditch.
 - The new UV system has been installed.
 - The influent sampling structure is 80% complete.
 - The old aerator installation is 50% complete.
 - The new alum lines are 95% complete.

Town of Westville - Operational Summary for the Wastewater Treatment Plant

Influent

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

Effluent

2023	Total Gallons	Flow			BOD		TSS		Phosphorus		Ammonia	
		Max. Daily	Min. Daily	Monthly Avg.	Monthly Avg.	% Removed	Monthly Avg.	% Removed	mg/l	% Removed	mg/l	% Removed
January	5,930,800	237,000	156,000	191,32	2.4	98.4	5.5	98.2	.2	96.4	.57	98.2
February	5,480,000	288,000	162,000	195,700	2.1	98.3	4.2	98.8	.2	97	.43	98.5
March	6,180,200	256,800	175,000	199,400	2.7	98.3	6.4	98.1	.3	95	.07	95
April	5,927,100	305,700	131,000	197,600	3.3	97.7	7.3	97.9	.4	91.2	.1	99.7
May	7,229,500	492,300	183,400	233,210	2.5	98.4	8.9	97.6	.1	99.6	.7	85.6
June	6,008,200	245,100	188,500	207,200	2	98.1	4	99	.5	89.5	.52	98.9
July	5,908,300	252,600	171,700	196,600	2.1	98.6	2.7	99.4	.4	92.3	.05	99.8
August	6,211,200	289,900	175,800	207,000	2.3	98.6	4.2	98.5	.5	89.9	.07	99.7
September												
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.)
01/31/23	4,855,200	255,200	11,000	155,300	68.2	0
02/28/23	4,542,800	235,400	78,500	162,200	67	0
03/31/23	5,261,600	273,800	82,900	169,200	73	0
04/30/23	5,241,000	319,100	0	175,600	69.6	0
05/31/23	6,489,00	314,600	80,000	206,400	86.1	0
06/30/23	6,165,500	391,500	85,300	224,600	84.4	0
07/31/23	6,256,700	312,600	81,800	201,300	76.8	0
08/31/23	4,944,000	272,700	76,700	162,100	64.8	0
09/30/23						
10/31/23						
11/30/23						
12/31/23						

ORDINANCE NO. 2023- 8

**AN ORDINANCE AMENDING ORDINANCE NO. 2014-4
CONCERNING THE RATES AND CHARGES OF THE
SEWAGE WORKS SYSTEM OF THE TOWN OF WESTVILLE,
INDIANA**

WHEREAS, the Town of Westville, Indiana (the "Town") has established, acquired and financed its sewage works pursuant to Indiana Code 36-9-23, as amended (the "Act"), for the purpose of providing for the collection, treatment and disposal of sewage from inhabitants in and around the Town; and

WHEREAS, the current rates and charges of the sewage works are set forth in Ordinance No. 92-4 of the Town, as amended by Ordinance No. 2002-10 and Ordinance No. 2014-4 of the Town (collectively, the "Existing Rate Ordinances"); and

WHEREAS, Baker Tilly Municipal Advisors, financial advisors of the Town, has prepared a rate report concerning the current rates and charges of the sewage works in connection with the addition of the Westville Correctional Facility as a sewage works customer (the "Report"); and

WHEREAS, based upon the Report, the Council finds that the current rates and charges for the use of and service rendered by the sewage works will yield revenues surpassing the essential costs linked to the functioning of said sewage works, including legal expenses, maintenance costs, operating charges, repairs, lease rentals and interest charges on bonds or other obligations of the sewage works, to provide a sinking fund for the liquidation of indebtedness, and to provide adequate funds to be used as working capital and funds for making extensions and replacements and to make payments in lieu of taxes; and

WHEREAS, the Council finds, based upon the Report, that the current rates and charges for the use of and service rendered by the sewage works must be decreased to align the revenue requirements of the sewage works after the addition of the Westville Correctional Facility as a sewage works customer; and

WHEREAS, the Council finds that the rates and charges set forth herein are based upon the cost of providing service to the customers of the sewage works and will enable the Town to continue meeting its legal revenue requirements for the sewage works; and

WHEREAS, the Council has caused notice of a public hearing on the rates and charges set forth herein to be duly advertised and mailed, and has held a public hearing thereon, all pursuant to the Act;

NOW THEREFORE, be it ordained by the Town Council of the Town of Westville, Indiana that:

Section 1. Section 1 of the Rate Ordinance is hereby amended and restated in its entirety as follows:

METERED CUSTOMERS

Sewer Utility Rate Schedule

Rate per 1,000 gallons \$8.37
There are no rate levels for the sewer utility; all customers pay the same rate per gallon.

The minimum charge per month for the use of and service rendered by the sewage works shall be based upon meter size as follows:

<u>Meter Size</u>	<u>Estimated Usage</u>	<u>Monthly Rate</u>
5/8" – 3/4"	2,500 gallons	\$ 20.93
1"	3,000 gallons	25.11
1 1/2"	4,500 gallons	37.67
2"	6,000 gallons	50.22
3"	7,500 gallons	62.78

Westville Correctional Facility

Minimum Monthly Charge	\$121,545.00
Monthly credit	\$12,167.00

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3. In the event any one or more of the provisions contained in this ordinance should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and shall remain in full force and effect.

Section 4. This ordinance shall be in full force and effect from and after its passage.

Adopted this 12th day of Sept., 2023.

TOWN COUNCIL TOWN OF
WESTVILLE, INDIANA

Michael Albert
President

Vice-President

Nathaniel Bond
Member

John Kelly
Member

Dagall Potkowski
Member

Attest:

Lori Mercer
Lori Mercer, Clerk/Treasurer

RESOLUTION 2023-6
TOWN OF WESTVILLE

WHEREAS, The Westville Town Council of Westville, IN (hereinafter the "Town") has been advised that there is a fund through the Indiana Finance Authority to aid in the improvement of Wastewater and Drinking Water in the State of Indiana, better known as the IFA Supplemental Drinking Water, and Wastewater Assistance Fund; and

WHEREAS, The Town is desirous of applying for a grant from the Indiana Finance Authority Supplemental Drinking Water and Wastewater Assistance Fund in an amount not to exceed \$85,000.00.

WHEREAS, the Town of Westville has a need for funding in an amount not to exceed \$85,000.00.


NOW, THEREFORE, BE IT RESOLVED that the Town does hereby authorize and direct Lori Mercer (Clerk-Treasurer), and Michael Albert (Council President), to complete the documentation necessary for submittal to the Indiana Finance Authority of any applications, resolutions, agreements, or other documents needed to attain said funds; and

BE IT FURTHER RESOLVED, that the Town Council of Westville, IN does hereby accept any funds authorized to be granted to the Town by the Indiana Finance Authority; and

BE IT FURTHER RESOLVED, that upon completion of the materials to be submitted to the Indiana Finance Authority in connection with said grant request to the satisfaction of the President of the Town Council, the Clerk-Treasurer of the Town is hereby authorized and directed to carry out any and all actions necessary to effectuate the requesting of said grant from the Indiana Finance Authority and to accept said funds if awarded.

DULY ADOPTED by the Town at its regular meeting held on the 12th day of September 2023, at which meeting a quorum was present by a vote of 4-0.

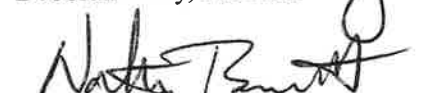
WESTVILLE TOWN COUNCIL



Michael Albert, President

James Bechinske, Vice President


Olga Pothorski, Member


Deborah Kelly, Member


Nate Burnett, Member-6

ATTEST: 
Lori Mercer, Clerk-Treasurer



State Revolving Fund Loan Program
an Indiana Finance Authority Environmental Program

100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
www.srf.in.gov

James P. McGoff
Director of Environmental Programs
(317) 233-4337
jmcgoff@ifa.in.gov

Small Issue Loan Program
Application

Section I. APPLICANT AND PROFESSIONALS PROJECT INFORMATION

A. Applicant Name (Requesting Entity): Town of Westville
Elected Official (Name and Title): Michael Albert / Council President Email: Cardinals fanz@yahoo.com
Address: 100 Setser Dr.
City/Town: Westville Zip: 46391
County: LaPorte Phone: 219-785-2123 Fax: N/A
Contact Person (Name and Title): Lori Mercer / Clerk Treasurer Email: lori.mercer@westville.us
Organization: Town of Westville
Address: 100 Setser Dr.
City/Town: Westville Zip: 46391 County: LaPorte
Project Title: Planning Phase Services

B. Professionals Engaged by Applicant:

Engineer

Name: McMahon Assoc. Phone: 219-462-7743 Email: jmsturgill@mcgrp-in.com

Local Attorney

Name: Douglas Biege Phone: 219-362-7575 Email: dlbiege@dbse.law.com

Financial Advisor/ Municipal Advisor

Name: Baker Tilly Phone: 574-367-5368 Email: Jeff.Rowe@bakertilly.com

C. Location of Project

Address: 908 Stanley Dr
City/Town: Westville Zip: 46391
County: LaPorte Phone: 219-785-2123

Project Purpose: Briefly describe the purpose and need for this project:

The project shall be to conduct planning services for the Town's drinking water improvements project that involves providing potable water and fire service to the Westville Correctional Center. The initial phase of work involves two primary tasks: 1) conducting a water system modeling and 2) preparing a SRF Preliminary Engineering Report.

Project Readiness (Timetable): 90 days

Section II. ESTIMATED PROJECT COSTS (Please attach Sources and Uses Sheet)

Planning	\$ <u>85,000.00</u>
Legal Fees	\$ <u>0</u>
Engineering (Pre and Post Construction):	\$ <u>0</u>
Land, Structures, R.O.W., Easements:	\$ <u>0</u>
Construction, Demolition, Equipment:	\$ <u>0</u>
Contingencies:	\$ <u>0</u>
Total Proposed Project Cost:	\$ <u>85,000.00</u>
Total Small Issue Loan Request:	\$ <u>85,000.00</u>

Requested Term of Loan: Grant/no repayment

Rates:

A. Current User Rate (Average Monthly Rate per Household) @ 4,000 gallons/month:
\$ 52.96 Wastewater \$ 39.09 Drinking Water

B. Estimated Post Project User Rate @ 4,000 gallons/month:
\$ 52.96 Wastewater \$ TBD Drinking Water

Total Number of Users: 672

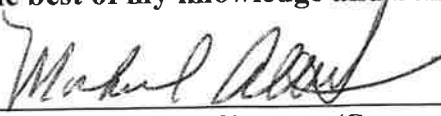
Median Household Income: \$53,315.00

C. Will applicant need to raise rates to pay the debt service on the proposed small issue loan?
 Yes No

Funding Sources: Describe other type of funding resources that will be used in conjunction with the project (State Revolving Fund, Office of Community and Rural Affairs, Rural Development, Local, etc.)

Section III. SIGNATURE

I certify that I am legally authorized by the legislative body to sign this application.
To the best of my knowledge and belief, the foregoing information is true and correct.



Signature of Authorized Signatory (Community Official)

Michael Albert

Printed or Typed Name

Town Council President

Title of Authorized Signatory

9-12-2023

Date

Return completed form and an additional copy to:

Indiana Finance Authority

State Revolving Fund Loan Program

ATTN: Bill Harkins

100 North Senate Avenue Room 1275

Indianapolis, IN 46204

Phone Number: (317) 234-4862

Fax Number: (317) 234-1338

Email Address: wharkins@iffa.in.gov

FINANCIAL AID AGREEMENT made as of __ day of _____ 2023 by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the Town of Westville, Indiana, a participant as defined in I.C. 5-1.2-2-54 (the "Participant").

RECITALS

1. In accordance with sections I.C. 5-1.2-11 and other applicable State law (the "Authorizing Law"), the State established the supplemental drinking water and wastewater assistance program for Indiana communities (also known as the Community Drinking Water and Wastewater Program).

2. The Authorizing Law authorizes the Finance Authority to make grants and loans (the "Financial Aid") to Participants for wastewater collection and treatment projects and drinking water distribution, storage and treatment projects as more fully provided in the Authorizing Law.

3. The Participant's project (the "Project") and Financial Aid are more fully described on Appendix A to this Agreement.

4. The Finance Authority has reviewed the Project and the Financial Aid therefor, and approved the Project and Financial Aid therefor.

5. The Finance Authority desires to provide the Financial Aid to the Participant for the Project (and for no other purpose), and the Participant desires to receive the Financial Aid from the Finance Authority for the Project (and for no other purpose).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Finance Authority and the Participant agree that:

ARTICLE I

A. The Finance Authority covenants and agrees with the Participant, subject to this Agreement and State law, including the Authorizing Law, to provide the Financial Aid, which is comprised of a loan (the "Loan") or a grant (the "Grant"), or both, as more fully described on Appendix A to this Agreement, to the Participant for the Project, in accordance with the Authorizing Law and this Agreement. The Loan must be repaid in accordance with its terms.

B. The terms of any Loan shall be those set forth in the form of the Revenue Bonds of the Participant issued in accordance with applicable laws of the State (the "Revenue Bonds"). The form and substance of the Revenue Bonds, the ordinance or resolution, as applicable, authorizing the issuance of the Revenue Bonds (the "Authorizing Instrument"), and the other related certifications and opinions, shall be acceptable to the Finance Authority, in its sole discretion.

C. The Financial Aid will be disbursed as set forth in this paragraph. First, the Loan will be disbursed for any disbursement made on the date hereof. Second, the Grant will be

disbursed on an as-needed basis upon presentation of accurate and complete claims to the Finance Authority. Third, after the Grant is fully disbursed, the Loan will be disbursed on an as-needed basis upon presentation of accurate and complete claims to the Finance Authority. Loan disbursements made to or for the benefit of the Participant shall be deemed to be a purchase of the Revenue Bonds in such amounts and with such maturities as achieves annual debt service as level as practical, and with no maturity longer than the original maturity schedule. Unless the Finance Authority consents in writing, no Loan or Grant disbursements shall be made more than one year after substantial completion of construction of the Project.

D. Notwithstanding any provision herein to the contrary, the Finance Authority may require the Participant to borrow all available funds from loans or other financial assistance, if any, made available to the Participant for the Project from the Finance Authority's wastewater revolving loan fund (SRF) program or the Finance Authority's drinking water revolving loan fund (SRF) program established pursuant to I.C. 5-1.2-10, before all or some portion of the Financial Aid is loaned or paid to the Participant.

ARTICLE II

The Participant covenants and agrees with the Finance Authority that:

A. The Participant will use the Financial Aid to acquire, construct and equip the Project and for no other purpose without the prior written consent of the Finance Authority. The Participant agrees to undertake and complete the Project in a timely manner and to receive and expend the Loan proceeds in accordance with this Agreement.

B. The sum of the Financial Aid and other moneys on hand or available lawfully to the Participant are sufficient to complete the Project, and the Participant understands that the Finance Authority is not in any manner obligated to provide additional Financial Aid for the Project.

C. The Project is expected to be completed not later than eighteen (18) month after the date to this Agreement. In the event (1) physical construction of the Project has not commenced pursuant to a duly bid and awarded construction contract within six (6) months after the date to this Agreement or (2) the Finance Authority, in its discretion, shall determine that construction of the Project has been abandoned by the Participant, upon notice given to the Participant by the Finance Authority, any further disbursement of Financial Aid may be terminated and any Grant funds paid to the Participant shall be repaid by the Participant to the Finance Authority within 90 days or such longer period agreed to by the Finance Authority.

D. The Participant will use the Financial Aid, and acquire, construct and equip the Project, in accordance with all applicable laws. The Participant will maintain and operate the Project in accordance with the applicable laws.

E. The Participant will report to the Finance Authority on the Participant's expenditure of the Financial Aid and the status of the Project on the first day of January following the date of

this Agreement, and on the first day of every January thereafter until the Participant expends all the Financial Aid and completes the Project, whichever is later. At the time the Participant completes the Project, the Participant will provide promptly to the Finance Authority a final report (the "Final Report"). All reports to the Finance Authority will be in form and substance satisfactory to the Finance Authority.

F. The Finance Authority and its agents, officers and employees will have ready access at the Participant's offices to the Participant's agents, officers and employees, and its books and records, at all reasonable times from the date of this Agreement to and including the third anniversary of the day the Participant submits to the Finance Authority its Final Report. Upon the Finance Authority's written request therefor, the Participant will promptly provide to the Finance Authority, at no cost to the Finance Authority, certified copies of the Participant's books and records or any portion thereof.

G. The Participant will own and operate and maintain (in good condition) the Project for its useful life (or cause it to be so operated and maintained).

H. The Participant will establish, adjust and maintain rates and charges at levels adequate to maintain sufficient revenues to operate and maintain (in good condition) the Project and to repay all the Participant's indebtedness, including the Loan as evidenced by the Revenue Bonds and the Authorizing Instrument.

I. Except as permitted by the Authorizing Instrument, the Participant will not incur additional indebtedness on parity with the Revenue Bonds in connection with or related to the Project, including any utility or other works to which the Project is a part, without the prior written consent of the Finance Authority.

J. To the extent permitted by law, the Participant agrees to indemnify, defend and hold harmless the Finance Authority and its agents, officers and employees from any and all claims and actions of any nature arising out of this Agreement (or any action taken hereunder), the Financial Aid or the Project (or the planning, design, acquisition, construction or equipping or operating of the Project), from all judgments or recoveries resulting therefrom and for all costs in defending or appealing such claims or actions or judgments or recoveries, including court costs and attorneys' fees.

ARTICLE III

A. The Finance Authority's obligation to make a disbursement of the Financial Aid to the Participant under this Agreement may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (1) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith; or (2) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default. If an event of default occurs, the Finance Authority without giving any prior notice, may declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

B. Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to the Participant or relieve the Participant from paying any Revenue Bonds or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. Neither the Finance Authority nor any agent, attorney, member or employee of the Finance Authority shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

C. This Agreement does not create a debt or a liability of the Finance Authority under the constitution of the Finance Authority or a pledge of the faith or credit of the Finance Authority and does not directly, indirectly or contingently obligate the Finance Authority to levy any form of taxation, or to make any appropriation, for the payment or fulfillment of any terms of this Agreement. The Financial Aid shall be funded solely from uncommitted, appropriated and available funds held in the Supplemental Fund (as defined in the Authorizing Law) or from other sources the Finance Authority, in its sole discretion, may designate. It shall be a condition precedent to the disbursement of the Financial Aid or any portion thereof, that there shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder in the Supplemental Fund.

D. When the Finance Authority makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. Any determination by the Finance Authority that funds are not appropriated or otherwise available shall be final and conclusive.

E. Pursuant to Indiana Code 22-9-1-10, the Participant and its contractors, subgrantees or contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to

employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

F. The Participant hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement, a drug-free workplace and that it will give written notice to the Finance Authority and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Participant has been convicted of a criminal drug violation occurring in the Participant's workplace. Failure of the Participant to, in good faith comply with this Paragraph, shall constitute a material breach of this Agreement and shall entitle the Finance Authority to impose sanctions against the Participant including suspension of payments and termination of this Agreement.

ARTICLE IV

A. All appendices to this Agreement are incorporated into this Agreement and made a part of this Agreement. In the event that paragraph 2a. or 2b. in Appendix A provides that there is no amount to be loaned or granted, as the case may be, to the Participant, then any reference to a Loan or Grant in this Agreement shall be given no meaning and shall not be applicable to the terms of the Financial Aid provided.

B. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

C. The Participant will give any notice or other writing to the Finance Authority in writing by certified United States mail, postage prepaid or hand delivery to the Indiana Finance Authority, SRF Programs, 100 North Senate, Room 1275, Indianapolis, Indiana 46204, Attention: Director of Environmental Programs, or such other persons or address as shall be given properly to the Finance Authority. The Finance Authority may give any notice or other writing to the Participant by first-class United States mail, postage prepaid or hand delivery to the person and address set forth in Appendix A or such other person or address as shall be given properly to the Participant.

D. This Agreement will be construed in accordance with State law. Any claim or action must be brought in the courts of the State.

E. No amendment of this Agreement will be valid unless duly authorized, executed and delivered by the Participant and the Finance Authority.

F. Neither this Agreement, nor the Financial Aid may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void.

G. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either

written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

H. Neither the failure nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

I. The Participant agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Revenue Bonds (including attorneys' fees incurred by the Finance Authority which are estimated to be \$5,000, which may be paid from the Loan) and (b) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Revenue Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds.

J. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Financial Aid.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

TOWN OF WESTVILLE, INDIANA

“Participant”

By: Michael Albert
Printed: Michael Albert
Title: Town Council President

Attest: Lori Messer

INDIANA FINANCE AUTHORITY

By: _____
James P. McGoff
Director of Environmental Programs

APPENDIX A: Project, Financial Aid

APPENDIX A
Project, Financial Aid

1. The Project. The Project shall be to conduct planning services for the Town's drinking water improvements project that involves providing potable water and fire service to the Westville Correctional Center. The initial phase of work involves two primary tasks: 1) conducting a water system modeling and 2) preparing an SRF Preliminary Engineering Report. (More detail is provided in the attached Memorandum dated February 17, 2023, from McMahon Engineers/Architects. Attachment 1).

2. Financial Aid – Grant: \$85,000 (The breakdown will be a not to exceed of \$30,000 for water system modeling and a not to exceed of \$55,000 for preparing an SRF Preliminary Engineering Report).

3. Participant's Notice Address:

Town of Westville
100 Setser Drive
Westville, Indiana 46391
Attention: Clerk-Treasurer

[End of Appendix A]

ATTACHMENT 1

Attachment I



MEMORANDUM

Date: February 17, 2023

To: Mike Albert, Town of Westville
Lori Mercer, Town of Westville
Jeff Rowe, Baker Tilly
Ted Sommer, London Witte

From: John M. Sturgill

Re: Town of Westville Planning Phase Services
DWSRF Water Improvements Project Servicing the Westville Correctional Center

This memorandum formalizes our previous discussions regarding the engineering services required to complete planning level design for the improvements proposed as a part of the Town's water system necessary to provide potable and fire service to the Westville Correctional Center.

This initial phase of work can be divided into two primary tasks; water system modeling and SRF Preliminary Engineering Report (PER) preparation.

The water system modeling entails the development of a system wide model of the existing Westville water distribution network as it pertains to flows and pressures. Field personnel will obtain existing hydrant flow data from strategic points throughout the network. From this data, and utilizing existing GIS mapping of the network, a calculated model is developed to indicate flow and pressures available anywhere in the existing Westville system. This will be instrumental on determining what, if any, improvements will be needed in the Westville network to provide adequate flow and pressure in the WCC transmission main extensions in order to serve their demands. Any of these necessary improvements will need to be included in the SRF project and identified in the PER. The water system model will become an instrumental tool in the PER development.

The not to exceed cost to develop this model is \$30,000, inclusive of field data collection, model building, and evaluation.

The second component of this phase of services is development of the SRF required (PER). This is a necessary component of obtaining SRF funding for the project. The scope of this document and the services required are outlined in the SRF Guidance.

The not to exceed cost to develop the SRF PER is \$55,000.

**STATE OF INDIANA
DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certificate in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (c) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Town of Westville
Printed Name of Organization

Michael Albert
Signature of Authorized Representative

Michael Albert / Town Council Pres.
Printed Name and Title

Contract/Grant ID Number

9-12-2023
Date

LEGAL NOTICE

The Westville Town Council will meet in a special meeting at 5:00 PM (local time) on September 26, 2023. The special meeting will be held at Town of Westville Community Room located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

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

WESTVILLE TOWN COUNCIL
SEPTEMBER 26, 2023
SPECIAL MEETING
100 SETSER DRIVE
5:00 P.M.

AGENDA

2024 BUDGET ADOPTION

WESTVILLE TOWN COUNCIL

SEPTEMBER 26, 2023
MINUTES OF MEETING

The special meeting of the Westville Town Council was held at the Town Hall, 100 Setser Drive at 5:00 p.m. Present: Michael Albert, James Bechinske, Deborah Kelly, Lori Mercer; Clerk-Treasurer.

Absent: Olga Pothorski, Nate Burnett

Michael Albert called the special meeting to order at 5:00 p.m. Michael Albert made a motion to adopt the 2024 budget, Resolution 2023-7. James Bechinske, second. Roll Call: Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to adjourn at 5:01 pm. Deborah Kelly, second. Motion carried.

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

