

Sellersburg Town Council

August 14, 1995

Executive Session

An Executive Session of the Sellersburg Town Council was held at the Sellersburg Library at 6:00 p.m. to discuss pending litigation and personnel matters. Those present were: Stanley E. Tucker, Council President; Doug Eddings, Jr., Council Vice President; Kenneth Alexander, Council Member; Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney; with Dave Broady, Council Member arriving at 6:09 p.m. and Karl Truman, Council Member arriving at 6:21 p.m.

Called To Order

President Tucker called the executive session to order at 5:57 p.m.

Topics of Discussion

EMC Contract  
Water Bond Issues  
Special Meeting, Wednesday, August 16, 1995  
Ellenbrand Claim/Principal Financial  
Schmidt Property  
Remonstrance/Annexation  
Flood Control Ordinance  
Holman Lane Project  
Town Hall Parking Lot  
Stormdrain Project  
Claims/Jacobi, Toombs & Lanz, Inc.  
Animal Control  
Probationary Employee  
CDL License For Employees  
N. New Albany Street/Drainage

Adjournment

With no further business, President Tucker adjourned the executive session at 6:34 p.m.

Regular Meeting

A regular meeting of the Sellersburg Town Council was held at the Sellersburg Library at 6:30 p.m. Those present were: Stanley E. Tucker, Council President; Doug Eddings, Jr., Council Vice President; Kenneth Alexander, Council Member; Karl Truman, Council Member; Dave Broady, Council Member, Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney.

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Called To Order

President Tucker called the regular meeting to order at 6:38 p.m.

Prayer

Reverend Bob Hauselman offered the prayer for this meeting.

Pledge

The Pledge of Allegiance to the flag was recited.

Minutes of Last Meeting

President Tucker dispensed with the reading of the minutes of the last meeting and requested a motion to approve the minutes as presented.

Motion made by Council Member Eddings to approve the minutes as presented and seconded by Council Member Alexander.

Vote 4-0

EMC Addresses Council

Mr. Tom Edwards stated I'll give a short review of the past two weeks. We are experiencing some problems at the water facility due to an electrical storm. We've lost the autocon system, it should be in operation Wednesday. Riverside Water is providing water. The waste water facility, everything is fine. The billing office for the past two weeks the revenue was \$70,840.11. As most people know EMC came on board August 1st, the transition went real smooth. All of the employees have been very helpful, Mr. McCall, all of the board members, Ms. Schafer and her staff have been a big help. I also have a couple of claims for the expenses in July.

Motion made by Council Member Eddings to approve the claims in the amount of \$24,409.90 for the water department and \$15,753.30 for the sewer department and seconded by Council Member Broady.

Vote 4-0

Council Member Truman stated does the board feel that we need a copy of all of this. I like having a copy of the itemization printout but I personally don't need a copy.

Mr. Edwards stated this will be the last one that you receive.

President Tucker stated good timing Tom.

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President Tucker Addresses Council/1996 Budget

President Tucker stated we have our first public hearing on the 1996 budget on August 21st, which is next Monday. I would appreciate if everyone on the board would please review, everyone should have at this point, a copy of the budget and the 1996 Salary Ordinance so please get with me or Linda or whatever the case may be so that next Monday at 6:30 p.m. here at the library. We have to have three public meetings, one next Monday, one the Friday after that, the 25th and it will be approved on August the 28th, the last meeting in August.

Council Member Eddings Addresses Council/Agreement Between The Town & Town Employees

Council Member Eddings stated the only thing I have, we still haven't documented an agreement between the employees that work for EMC and the town council. If we decide not to renew this contract then all of the employees that worked for the town before will come back to work for the town. I have a draft if Perry would review it.

Attorney McCall stated I'll look into it.

Council Member Eddings stated I'd like to have it ready to pass at the next meeting.

Council Member Broady Addresses Council/Mid Southern Builders & Jacobi, Toombs & Lanz

Council Member Broady presented the following claims for the council's approval:

Mid Southern Builders in the amount of \$1,119.60 RE: Grinder pump installation @  
566 & 560 Linnwood Ave.

Jacobi, Toombs & Lanz, Inc. in the amount of \$1,318.00 RE: Job #8823-A Sellersburg Water  
Company Survey

Jacobi, Toombs & Lanz, Inc. in the amount of \$55.00 RE: Job #8823-Inspect Pool Problem

Jacobi, Toombs & Lanz, Inc. in the amount of \$7,758.00 RE: Job #9222-Sellersburg Storm  
Drainage Project IDOC CF-94-257

Jacobi, Toombs & Lanz, Inc. in the amount of \$85.00 RE: Job #8915-A-Sellersburg Treatment  
Plant

Jacobi, Toombs & Lanz, Inc. in the amount of \$526.18 RE: Job #8823-C-Sellersburg Sanitary  
Sewers

Jacobi, Toombs & Lanz, Inc. in the amount of \$50.00 RE: Sellersburg Treatment Plant  
Research

Motion made by Council Member Broady to approve the claims as presented and seconded by  
Council Member Eddings.

Vote 4-0

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Council Member Broady Addresses Council/Flood Damage-Lisa Ball Ash

Council Member Broady stated we had a bill submitted for a flooding of a basement and it was submitted to the insurance and rejected. I don't have the bill with me. It was from Lisa Ball Ash, did you get it back from the insurance company.

Ms. Schafer stated no, I haven't received it.

Council Member Truman stated do you remember how much it was.

Council Member Broady stated it was for two or three hundred dollars.

Mr. Edwards stated I received a letter from the insurance stating it had been rejected.

Council Member Broady stated did they send you back the bill.

Mr. Edwards stated no, it just stated that it was rejected.

Council Member Broady stated I'll bring it up later when I have a copy of the bill.

Council Member Truman Addresses Council/Hoosier Codification

Council Member Truman stated I just wanted to bring before the board, we voted on the loose leaf supplement contract with Hoosier Codification and I got a letter back saying that since we have eleven books and not two books then the cost is \$8.00 per page for updating the books rather than \$5.00 per page. I thought when you ordered more the cost would go down but apparently it doesn't work this way.

Motion made by Council Member Truman to approve amending the contract to \$8.00 per page as opposed to \$5.00 per page and we let the town attorney contact them and take care of getting that done and seconded by Council Member Broady.

Vote 4-0

Council Member Alexander Addresses Council/Hire Of Employees For The Street & Sanitation Dept.

Council Member Alexander stated the only thing I have tonight is we need to hire, I would like to hire, Sam Harper, who had left employment about a month ago. If you would like to see the applications. I would like to make a motion to hire Travis Walters as his replacement and also in my motion, Mark has always had in his budget an extra person, I would like to recommend Kevin Harper, which is Sam's son for that position and seconded by Council Member Eddings.

Attorney McCall asked at what rate of pay.

Ms. Schafer stated it depends I guess on the supervisor, some start out at the same amount that people have made for ten years, you should probably leave that up to the supervisor based on experience.

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Council Member Alexander Addresses Council/Hire Of Employees For The Street & Samitation Dept.

Council Member Alexander stated what I figured was on Kevin, he would have to start out at normal entry, on Travis, since he had been with the town, I would take him in at regular pay.

Ms. Schafer stated \$7.73 is the rate.

President Tucker stated for Travis and what is the other one.

Ms. Schafer stated I'm not sure, maybe it was \$6.60 or \$6.50, in 90 days it would go up to the position pay of \$7.33.

Vote 4-1, with Council Member Broady voting against.

Council Member Alexander Addresses Council/Animal Control

Council Member Alexander stated in talking with the Street & Sanitation Department, they would like to take on the responsibility of animal control. The rate of pay would be what ever we were paying, not to exceed what we were paying Mr. Dean for taking the animal control job during the month and they would be considered on watch. This way we would have four people in the department that we could train to take care of animal control and they would alternate weeks. I think after Mark found out it was weekends and a constant 24 hour a day, 365 days a year job. This would give us a little more control over the situation. There would be more than one person in charge of picking them up.

Motion made by Council Member Alexander that the animal control be distributed between the Street & Sanitation Department, not to exceed the pay.

Ms. Schafer stated that was contracted, does that count matching the medicare and social security.

Council Member Alexander stated that's not to exceed that amount.

Ms. Schafer stated so would they receive a 1099 or would we have to match medicare and social security.

Council Member Alexander stated what ever we matched it still comes out not to exceed what we were paying.

This motion was seconded by Council Member Eddings.

Attorney McCall stated what about overtime. you'd still have to pay the overtime.

Council Member Alexander stated the time and a half, it would be 15 hours a week, 15 hours overtime would be equal to that. I mean basically how do they do that, what do they get \$50.00 down at the sewer plant, beeper pay, that's basically what it is except they are paid for a 4 hour call out.

Attorney McCall stated lets say one employee goes 24 hours over in one week. You say you stop at 15, is that it.

Council Member Alexander Addresses Council/Animal Control

Council Member Alexander stated under normal circumstances and even abnormal circumstances, you're talking about 8 hours a day that's covered just because it's the street department, okay, that's normal operation for the town so add 15 to it.

Council Member Truman stated the question is if he gets called out at 10:00 p.m. at night to take care of some dog and he's out there 2 hours is he going to get 2 hours of extra money.

Council Member Alexander stated we can't put it in as a weekly sum, up to this amount.

President Tucker stated that's why it needs to be a separate contractual agreement.

Council Member Eddings stated why can't it be a responsibility of the street and sanitation and add that to the duties and they would get beeper pay and call out pay, just take it on as a responsibility of that department.

Council Member Truman stated you can't really contract an employee to do that as a separate contract.

Council Member Alexander stated so we could set the beeper pay at any amount then.

Council Member Eddings stated as long as it's within the budget. You need to investigate insurance and all that.

Ms. Schafer stated I've already checked on that, there wouldn't need to be any additional coverage under the existing policy.

Attorney McCall stated I think there needs to be some discussion with the department as to how they would do this.

Council Member Alexander stated there would have to be a pager carried, there's no doubt. The way they talked they would rotate, there's four of them. It would rotate between each of them each week. Is there no way to give them a set minimum at all.

President Tucker stated your messing with wage and hours.

Council Member Alexander stated I understand that.

President Tucker stated would it be appropriate to maybe have another conversation with Mark, would you like to rescind your motion.

Council Member Alexander stated I'd like to rescind my motion.

Clerk Treasurer Schafer Presents Claims For The Civil, Water & Sewer Departments

Ms. Schafer presented the claims for the last two week period for the civil, water and sewer departments and requested a motion to approve the claims as presented.

Clerk Treasurer Schafer Presents Claims For The Civil, Water & Sewer Departments

Motion to approve the claims as presented made by Council Member Eddings and seconded by Council Member Broady.

Vote 4-0

President Tucker Presents Ord. 95-628/Transfer Of Appropriations-Police Department

President Tucker presented Ordinance 95-628 to transfer appropriations within the Police Department on the first reading as follows:

ORDINANCE 95-628

AN ORDINANCE PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE TOWN OF SELLERSBURG, INDIANA, FOR THE YEAR 1995, AS REQUESTED BY THE CLERK TREASURER AND FORWARDED TO THE TOWN COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC6-1.1-18-6.

WHEREAS, certain extraordinary conditions have developed since the adoption of the existing annual budget for the year of 1995 and it is now necessary to transfer appropriations into different categories than was appropriated in the annual budget for the various functions of the several departments to meet the emergencies.

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SELLERSBURG, INDIANA, that for the expenses of the Town Government, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the transferred unless otherwise stipulated by law.

SECTION 2. Where it has been shown that certain existing appropriations have unobligated balances which will be available for transferring as follows:

ACCT.#, NAME, & AMOUNT

TO ACCT.#, NAME, & AMOUNT

GENERAL FUND

GENERAL FUND

PD-113 POLICE SALARIES	25178.96	PD-415 POLICE AUTOS	25178.96
PD-213 OFFICE SUPPLIES	500.00	PD-415 POLICE AUTOS	500.00
PD-223 POLICE EQUIPMENT	500.00	PD-415 POLICE AUTOS	500.00
PD-225 POLICE GASOLINE	900.00	PD-415 POLICE AUTOS	900.00
PD-321 POSTAGE	250.00	PD-415 POLICE AUTOS	250.00
PD-361 CLEANING	1500.00	PD-415 POLICE AUTOS	1500.00

Motion to approve Ordinance 95-628 on the first reading made by Council Member Eddings and seconded by Council Member Truman.

Vote 5-0

President Tucker Presents Ord. 95-628/Transfer of Appropriations-Police Department

President Tucker presented Ordinance 95-628 to the town council for approval.

Motion made by Council Member Eddings to approve Ordinance 95-628 and seconded by Council Member Truman.

Vote 5-0

Clerk Treasurer Schafer Presents Contract With Universal Uniforms

Ms. Schafer presented the three year contract with Universal Uniforms and stated that EMC has recently signed the same contract with Universal to supply their uniforms and services and there is no increase.

Motion made by Council Member Eddings to sign the contract with Universal Uniforms and seconded by Council Member Broady.

Council Member Truman asked what is the contract for.

Ms. Schafer stated for three years for the police departments mats, street & sanitation uniforms and EMC has signed the same contract. It's the same service we've had since we've pretty much been in office.

Vote 4-0

Clerk Treasurer Schafer Presents Claims/Koetter Construction

Ms. Schafer stated I have two vouchers that I had the okay from Mr. Eddings on behalf of Koetter Construction and the escrow account. I paid them \$764.40 on that and their payment for work completion was \$14,523.60. I have already issued those checks per Doug Eddings, I just need your approval.

Motion made by Council Member Eddings to approve the payments made and seconded by Council Member Truman.

Vote 4-0

President Tucker asked do we have any idea when that will be completed.

Council Member Eddings stated it was suppose to be the end of August.

Ms. Schafer stated it's September 15th.

Clerk Treasurer Schafer Addresses Council/Scheduled Council Meeting On December 25, 1995

Ms. Schafer stated I checked through the meetings of the council and we have a scheduled meeting on December 25th. I know it's a little early but I took the liberty of changing that to Tuesday the 26th if that's okay at 6:30 p.m. instead of having it on Christmas Day.



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Clerk Treasurer Schafer Addresses Council/Scheduled Council Meeting On December 25, 1995

President Tucker stated that was my suggestion. Does anybody have a problem with that.

Clerk Treasurer Schafer Presents Claim From Insty Prints/Umbaugh & Associates

Ms. Schafer stated I have a bill from Insty Prints. Umbaugh & Associates where they had made up the bond issue books in the amount of \$1,063.13. I need approval of the council to pay. I was shocked, it was signed by an agent of Umbaugh & Associates, it's for the bond books they had binded and printed.

Attorney McCall suggested this be tabled until he speaks with Dave Fredrick of Umbaugh & Associates.

Ms. Schafer gave Attorney McCall the claim discussed.

Clerk Treasurer Schafer Addresses Council/Bid's On Seperate Meters @ Town Hall

Ms. Schafer stated I had several requests, since EMC in the future is planning to put in a new computer system and we have alot of information that we store into our system which we really can't afford a power outage due to the back building using power tools and etc. back there we had checked into seperating that building totally with a seperate meter and I had got some prices on that and they are from \$2600.00 to the lowest was \$1650.00 which would totally seperate that back building so we would have no interference or interruption with our electric.

Council Member Eddings stated don't they make some sort of device for that.

Council Member Truman stated you can get a battery back up as to not interupt the power supply for two or three hundred dollars.

Council Member Eddings stated try and get a price on that.

Clerk Treasurer Schafer Addresses Council/1996 Salary Ordinance

Ms. Schafer stated I did present a salary ordinance. I would like the council to consider as soon as possible if not considering it tonight so I will know which way to prepare the towns budget. The salary ordinance I did present was based on a 4% increase across the board with the exception of the clerk treasurer, the town council, the town attorney, the town manager and it did take all of the utility workers out of the ordinance, so I would like to have it as soon as possible.

Council Member Eddings stated the 4% I have no problem with. You might want to look at moving some of those numbers around. What I'm in favor of is Linda's salary, the deputy clerks salary and the clerks salary, what part of their job or what percentage of their job is still tied to the utilities. I think with bond issues and that type stuff it needs to be put back into the utilities even though they wouldn't be paid by EMC, it would be paid by the utilities for that portion of their job. You do alot of work on bond issues and stuff like that is affected by the utility part.

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Clerk Treasurer Schafer Addresses Council/1996 Salary Ordinance

Ms. Schafer stated we do probably more at this point of civil, we will be developing more civil areas so I thought it would offer the opportunity for the utilities in the area of growth to take some of the burden off them.

Council Member Eddings stated what I feel like personally, is the tax payers of the town are paying your all's salary and you are doing some work for the utilities and there are some people that are getting utilities that are not paying taxes so we need to find out what figure that comes up to, some mathematical logic, if you spend 15% of your time with bond issues and insurance issues and police department and parks department and street and sanitation that part needs to come out of the general fund. There's some percentage.

Ms. Schafer stated well give me a figure and I'll rework this with no problem but I would like to have...

Council Member Eddings stated you need to give me the time you all spend out of 100% of the work you do how much time is spent on utilities.

Council Member Truman stated I think we need to table it.

Council Member Eddings stated that's the only thing as far as the 4%, I don't have a problem with that.

President Tucker stated a suggestion was made that it be tabled, another suggestion that Doug you call Linda sometime this week and see if you can come up with some type of percentage. I understand what you are saying.

Council Member Truman stated just one suggestion that I have, just some food for thought, I'd like to see us have some nominal amount to pay people serving on boards like the zoning board that type of thing whether it's \$25.00 per meeting with a maximum of 12 meetings per year or something like that. I know people put in alot of time for nothing and on the Police Commissioner's board, it's always been a flat salary and I'd like to see that divided by 12 and paid per meeting rather than simply a flat salary. It's some things to think about.

President Tucker stated I've been involved with the zoning and zoning appeals and they basically don't feel that they need to be paid for it and I go to everyone of those meetings and that's sort of my suggestion basically the town board president tries to pick people to serve on those committees, sometimes it's more difficult than it seems but they do it for gratis rather than pay.

Council Member Truman stated it's just a matter of giving them gas money for driving to the meetings.

President Tucker stated Doug if you can get with Linda some time this week.

Ms. Schafer stated I won't be here on the 28th meeting so I would like, if there's any input whatsoever please tell me as I asked 6 weeks ago because I'm doing triplicate work trying to accomodate everyone's wants in the budget and I'm having a major problem with it when I have no input until we get into a public meeting.

President Tucker stated well I've brought it up and I've brought it up again and everybody know's right.

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President Tucker Addresses Council/Liberty National Bank As Escrow Trustee

President Tucker stated I need a motion to approve Liberty National Bank as the escrow trustee for our water bond issue. Their fee for the years 1995 through 2001 is \$4,000.00 and a one time acceptance fee of \$350.00 and an annual fee of \$350.00 subject to the bond savings of over \$100,000.00.

Motion made by Council Member Eddings to approve Liberty National Bank as the escrow trustee and seconded by Council Member Broady.

Vote 4-0

Attorney McCall Addresses Council/Amendment To EMC's Contract

Attorney McCall stated just one thing that we talked about earlier with the EMC contract. We need to pass along the information that there is a meeting scheduled on Wednesday at 7:00 a.m. at the town hall in regards to the EMC contract and some changes that need to be made in the contract to be considered by the town council in addition to that there was a matter of employee participation in the town's plan. I wanted to bring that up. I have been involved with Danny Lotich and my advice is to advise the financial group, Principal Financial Group that there is going to be a partial termination of the plan.

President Tucker Addresses Council/Indiana Bell Telephone

President Tucker stated I received a letter from Indiana Bell Telephone, they are planning to place a 12 foot conduit under an existing manhole at the end of State Road 403 and N. New Albany Street and they basically want our permission to do that. All of the cost and responsibility would be theirs. You made a face John.

Mr. Toombs stated his suggestion is to have the town engineer look into this and see exactly what they are planning to do.

Motion made by Council Member Eddings to table this until it was looked into further by John Toombs and seconded by Council Member Broady.

Vote 4-0

Danny Lotich Addresses Council/AUL Pension

Mr. Lotich stated basically what we have is partial termination of the plan. I have spoke with AUL who is the insurance company that represents the previous pension plan and they've stated even though it is a partial termination that they are still willing to carry the 3 existing employees in the town hall on the plan as is but there needs to be some amendments to the existing contract to allow this to happen such as and I don't have the whole contract itself here, I just have what the amendments should be and one of them was the participation or reemployment of someone such as Patty Crawford, who had went with EMC for a whole and missed her eligibility period which was July 1st to come on to the AUL plan and now rehired by the town August 1st and this would allow her to be able to immediately get on the plan.

Danny Lotich Addresses Council/AUL Pension

Mr. Lotich read the amendments as follows:

PAGE 7 OF CONTRACT

ARTICLE II - ELIGIBILITY

2.02 PARTICIPATION ON REEMPLOYMENT  
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ANY FORMER EMPLOYEE WHO HAS MET THE PARTICIPATION REQUIREMENTS DURING PREVIOUS EMPLOYMENT WITH EMPLOYER SHALL HAVE THE RIGHT TO BECOME AN ACTIVE PARTICIPANT IMMEDIATELY UPON REEMPLOYMENT.

PAGE 13 OF CONTRACT

ARTICLE V - VESTING

5.03 ALL EMPLOYEES WHO WERE/ARE PARTICIPANTS IN SAID PLAN AND HAVE VESTED MONEYS REMAINING IN PLAN PRIOR TO JULY 1,1995 SHALL BE 100% VESTED IN ALL EMPLOYER CONTRIBUTIONS EFFECTIVE AUGUST 1,1995. THE PERCENTAGE INTEREST OF ALL PARTICIPANTS TO JOIN THE PLAN JULY 1,1995 OR AFTER IN THE BENEFIT ACCOUNT PURCHASED ON HIS/HER BEHALF BY CONTRIBUTIONS OF THE EMPLOYER SHALL BE VESTED AS SET FORTH IN THE FOLLOWING SHCEDULE:

YEARS OF SERVICE	VESTING PERCENTAGE
LESS THAN 1	0%
1 BUT LESS THAN 2	20%
2 BUT LESS THAN 3	40%
3 BUT LESS THAN 4	60%
4 BUT LESS THAN 5	80%
5 OR MORE	100%

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5.05 DISTRIBUTION OF VESTED INTEREST. AT TERMINATION OF EMPLOYMENT, OTHER THAN A TERMINATION DESCRIBED IN ARTICLE V, THE DISTRIBUTION TO THE PARTICIPANT OF HIS VESTED INTEREST SHALL BE MADE IN THE FORM OF A DEFERRED, NON-TRANSFERABLE ANNUITY EXCEPT FOR THE VESTED INTEREST OF \$25,000 OR LESS WHICH SHALL BE DISTRIBUTED IN CASH AS SOON AS ADMINISTRATIVELY POSSIBLE.

LINE 7 OF CONTRACT PAGE 14 SECTION 5.05 AND ALL FOLLOWING SHALL REMAIN THE SAME.

Mr. Lotich stated these are basically the changes that need to be made to the existing pension plan so the people who are terminated can continue to receive their money to roll-over to their choice.

Motion made by Council Member Broady to accept the amendments and seconded by Council Member Truman.

Vote 4-0

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President Tucker Addresses Council/AUL Retirement Benefits

President Tucker stated another issued that came up, you should of received a letter in your box dated August 4th regarding previous service and AUL retirement benefits.

President Tucker read the letter as follows:

August 4, 1995

To All Council Members  
316 E. Utica St. P.O.Box 85  
Sellersburg, In. 47172

Dear Sir:

RE: Previous Service/ Aul Retirement Benefit (AUL)

There are four (4) employees the town paid an additional previous service benefit for through the town's AUL pension plan.

It is my understanding that Clark Henson had addressed the issue with Chris McKee and EMC stated that this was a town liability if they chose to continue the previous service benefit.

The previous service benefit was paid directly into the employees account in addition to 6% the town matched monthly.

I have spoke with one of these employees and he has requested that the town continue to pay this benefit.

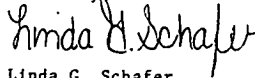
The following employees and amounts make up the previous service benefit:

Ronald Blankenbaker	11.57
Earl Blevins	2.03
James Blincoe	3.47
Robin Samples	<u>2.83</u>

Total..... 19.90

My contact person at AUL is: Robert Soel, 317-263-1877.

Sincerely,



Linda G. Schafer  
Clerk Treasurer

lgs

Ms. Schafer stated how would that work Tom into your plan.

Mr. Edwards stated you would send a check to the pension plan, are you sure that's a month.

Ms. Schafer stated it's per month, everytime I do the AUL report, which is monthly, it's a monthly remittance.

Mr. Lotich explained how the plan worked for these employees since they had worked for the town prior to having a retirement plan.

Mr. Edwards suggested that he check with EMC to see how it would work.

President Tucker Addresses Council/AUL Retirement Benefits

Motion to pay these benefits made by Council Member Eddings and seconded by Council Member Broady.

Council Member Truman stated we don't know where it goes or to who.

President Tucker stated we know it's going to go into their pension fund.

Council Member Truman stated what fund.

President Tucker stated which ever one, either the one that Danny has, the one EMC has or they can always start their own.

Mr. Lotich stated actually it would go into a 401K.

Council Member Truman stated I guess I'm confused why we have this responsibility.

President Tucker stated apparently somewhere back in the 70's there was no pension plan so in 1983 they promised these people for back services this amount of money until they retire and all we are doing is going through an administrative change to continue doing the same thing. That's as simple as I can put it.

Council Member Truman stated so if they work another 20 years we are going to be paying this for the next 20 years.

Council Member Eddings stated it's only for those employed during that time by the town.

Council Member Truman stated one of the provisions for EMC was that they would provide comparable benefits. I guess I'm reluctant to write a check for a former employee until they are 55.

President Tucker stated if I'm not mistaken EMC did not offer the employees the same pension they had prior.

Council Member Truman stated but they gave them a raise and the 401K, so why is that not comparable.

President Tucker stated it's not apples and apples.

Council Member Truman stated what would that equate to as a lump sum.

Mr. Lotich stated it would be the present value.

Council Member Truman stated what would the present value be.

Mr. Lotich stated I don't have the figures, it would be based on a percentage.

Council Member Truman stated okay I guess that's a question I would like to know.

President Tucker Addresses Council/AUL Retirement Benefits

Ms. Schafer gave Mr. Truman the contact person for the plan and explained that he had the information and stated for Ronnie Blankenbaker I think it was about \$6,000.00 at that time if I'm not mistaken.

Mr. Lotich stated I have a chart in my car.

Vote 4-1, with Council Member Truman voting against.

President Tucker Addresses Council/Bids On Town Insurance

President Tucker stated the last issued we have, our town's liability insurance that went out for bid and we had two bidders, Hinton & Corby Insurance and The Montgomery Agency. President Tucker read the breakdown for both companies.

Motion to approve the Montgomery Agency for a three year period made by Council Member Truman and seconded by Council Member Broady.

Council Member Eddings asked what is the tail coverage amount.

Mr. Bonneville stated it's \$804.00 for taking tail coverage retro back for 5 years.

Vote 4-1, with President Tucker voting against.

Council Member Truman stated what about the effective date on that.

President Tucker stated our other coverage was effective August 1st. Could we make it back to August 1st.

Mr. Bonneville stated if you hadn't had the claim from the lightening damage.


President Tucker stated tomorrow is fine.

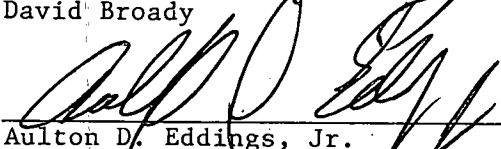
Adjournment

Motion made by Council Member Broady to adjourn this meeting and seconded by Council Member Eddings.


Vote 4-0

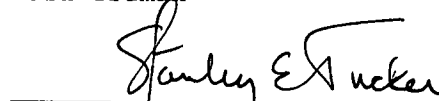
With no further business this meeting was adjourned by President Tucker at 7:36 p.m.

  
\_\_\_\_\_  
David Broady

  
\_\_\_\_\_  
Aulton D. Eddings, Jr.

  
\_\_\_\_\_  
Kenneth Alexander

  
\_\_\_\_\_  
Karl Truman

  
\_\_\_\_\_  
Stanley E. Tucker

  
\_\_\_\_\_  
Linda H. Schafer

Special Meeting  
Sellersburg Town Council  
August 16, 1995

A special meeting of the Sellersburg Town Council was held at the Sellersburg Town Hall to discuss amendments to the EMC contract at 7:00 a.m. Those present were: Stanley E. Tucker, Council President; Doug Eddings, Jr., Council Vice President; Dave Broady, Council Member; Kenneth Alexander, Council Member; Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney; with Karl Truman, Council Member being absent.

Called To Order

President Tucker called the special meeting to order at 7:07 a.m.

Attorney McCall Addressed Council/Amendments To EMC Contract

Attorney McCall read the amendments to the council as follows:  
(attached is a copy of the contract, note that pages 9 thru 13 were the amendments)



AGREEMENT FOR  
CONTRACT OPERATIONS, MAINTENANCE AND MANAGEMENT  
OF THE  
TOWN OF SELLERSBURG WATER, WASTEWATER AND UTILITY  
BILLING/COLLECTION SYSTEMS

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between:

The Town of Sellersburg, a municipal corporation in the County of Clark, State of Indiana, (hereinafter "Town") acting through its Town Council; and Environmental Management Corporation (hereinafter "EMC") a Missouri corporation with its principal place of business at 689 Craig Road, St. Louis, Missouri, agree to the following:

WHEREAS: Town owns, leases and contracts for the operation and maintenance of certain land, buildings, and equipment which include but are not limited to, a water, sewer, and trash service billing system, a water treatment facility, a wastewater treatment facility, a water distribution system, water wells, a wastewater collection system, sewage lift stations, (hereinafter "Facilities"); and

WHEREAS: Town desires to contract with EMC to provide operation, maintenance and management services for the Facilities, all as more specifically set forth herein below; and

WHEREAS: EMC desires to provide the services to the Town, subject to the terms and condition contained herein below; and

WHEREAS: Town has authority under the laws of the State of Indiana to enter into a service contract for the operations, maintenance, and management of said Facilities;

WHEREAS: The herein agreement supersedes and voids all previous agreements and contracts between the Town and EMC;

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, parties hereto agree as follows:



I. PURPOSE


Town agrees to engage EMC as an independent contractor to operate, maintain, and manage the Facilities during the term of this Agreement.

II. SCOPE OF SERVICES


EMC shall provide the following services under the conditions set forth herein:

**Plant Operation.** EMC shall operate, maintain, and manage the water and wastewater plants so that the water discharge meets or exceeds the wastewater effluent and finished water quality requirements established by all appropriate federal, state and local regulatory entities depending only upon the conditions set forth in the Effluent/Water Quality paragraph.

**Wastewater Collection System.** EMC will operate, maintain, and manage the Wastewater Collection System in such manner as to extend its useful life, to provide maximum capacities, to prevent unnecessary damage to public and private property, to minimize inconveniences by handling interruptions in service, and to prevent public health hazards. EMC will provide 24 hour per day, seven day per week emergency service, and will use its best efforts to maintain uninterrupted service to customers.



The Wastewater Collection System will be operated, maintained, and managed so as to:

- \* Identify sources of problems within the sewer system through inspection, monitoring, and investigation. This includes inspection of all new sewer taps and assisting builders in locating existing sewer mains and taps;
  - \* Clean, maintain, and repair sanitary sewers, combined sewers, force mains, and lift stations, on a daily basis (assuming the proper Town equipment is available) to ensure that wastewaters are transported to wastewater treatment facilities in compliance with NPDES permits;
  - \* Prevent sewage from bypassing to waters of the state and to protect the Collection System from flooding due to high water, in accordance with the Water Pollution Control Acts Amendments, Public Law 92-500, and the Clean Water Acts Amendment;
  - \* Eliminate potential sources of odor;
  - \* Implement a preventive maintenance program to reduce nuisance stoppages;
  - \* Implement a customer service program to inspect all sewer related customer complaints, and respond to the customer on the results of these inspections.
- 

**Water Distribution System.** EMC will operate, maintain, and manage the Water Distribution System to extend its useful life, to provide maximum capacities, to prevent unnecessary damage to public and private property, to minimize inconveniences by handling interruptions in service, and to prevent public health hazards. EMC will provide 24-hour per day, seven days per week emergency service and will use its best efforts to maintain uninterrupted service to customers.

The Water Distribution System will be operated, maintained and managed so as to:

- \* Identify sources of problems within the system through inspection, monitoring and investigation. This includes inspection of all new distribution taps, and assisting builders in locating existing taps and meter changeouts;
- \* Clean, maintain, and repair system to ensure safe transportation of water throughout the system in compliance with the Clean Water Act Amendment;
- \* Implement a preventative maintenance program;
- \* Implement a customer service program.

**Extensions, Additions, and Appurtenances to Wastewater Collection and Water Distribution Systems.** EMC shall be responsible for the operation and maintenance of any extensions, additions, and appurtenances to the Wastewater Collection System and Water Distribution System added during the term of this Agreement limited to a cumulative increase of 10% of the lineal feet of all lines of the existing systems at no additional compensation. Increases to the systems beyond 10% cumulatively will constitute a change and provide the basis for additional compensation. (See Appendix B for exact footage.)

EMC shall not be responsible for damages caused by any defects or flaws inherent in the Wastewater Collection System or the Water Distribution System as they exist prior to EMC beginning operations. Additionally, EMC shall not be responsible after operations begin once EMC has notified the Town of any defects or flaws in the systems and the Town fails to authorize appropriate corrections. Both EMC and the Town acknowledge that the past practices/procedures for damage claims handling will continue throughout the life of this Agreement. Within six months, EMC will furnish a list to the Town of known major defects. It is understood that this list is not an exhaustive list of all defects.

**Billing of Sewer Fees, Water Service, and Trash Pick-up.** EMC will provide the additional service on behalf of the Town of billing for sewer, water service, and trash pick-up. EMC will read meters, mail bills to customers, collect amounts billed, and report receipts on a daily basis to the clerk/treasurer's office. EMC's monthly reporting cycle will include data on billing and collection efforts.

**Project Management and Staffing.** EMC shall staff the Facilities with employees experienced and qualified in management, administrative and technical areas of water distribution, wastewater collection systems, wastewater treatment, water treatment, process control, water/wastewater laboratory analysis, and maintenance procedures for Facilities and equipment. All Facilities management staff shall have or be working on their Indiana operator licenses.

**Project Support.** EMC shall provide on-call backup expertise in process control, management, and maintenance applications to ensure compliance with this Agreement. This support shall not constitute a claim for additional compensation for EMC.

**Maintenance Management.** EMC shall institute a comprehensive preventive maintenance program for all equipment and Facilities assigned to EMC by the Town through this Agreement. Records maintained by EMC for the Facilities shall include a history of maintenance for each item of equipment, a history of work performed, customer complaint and response history, spare parts inventory, stock inventory of materials and supplies, and a schedule of programmed maintenance.

**Information Systems, Office/Laboratory Equipment, Alarm and Safety Equipment.** EMC will install computer hardware and software proven to be effective in management of scheduled and preventive maintenance, process control, supervisory management, reporting, records documentation, energy and laboratory management, and industrial waste monitoring. EMC staff will be trained in the use of these computer systems and processes. EMC will also purchase office equipment, an alarm system, and safety equipment identified as necessary during the evaluation process to facilitate performance under this Agreement.

The information systems, office equipment, alarm system, safety equipment, and other miscellaneous items either purchased or supplied by EMC will materially take the form and be within the reasonable estimates as outlined in Appendix C. All of these items will become the property of the Town upon purchase or installation. Should the Town, for any reason, terminate the services of EMC prior to a date five years from the initiation of EMC services, the Town shall pay to EMC the unamortized cost of this equipment. The amortization shall be computed on the full cost of this equipment over a five-year period on a straight line basis.

**Effluent/Water Quality.** EMC shall operate and maintain the Facilities in such manner that the effluent/water quality is maintained at all times at a level equal to, or better than, the requirements established by the U. S. Environmental Protection Agency (USEPA), and the Indiana Department of Environmental Management (IDEM). EMC will guarantee effluent/water quality up to design flows and loadings. (See Appendix A.)

**Fines.** EMC shall be responsible and liable for penalties or fines which may be imposed by the USEPA, IDEM, or any other regulatory agency having jurisdiction for any effluent/water quality violations which result due to problems associated with lack of adequate process control or improper operations of the Facilities resulting from EMC's negligence. EMC shall not be liable, however, if it can justify by appropriate documentation and evidence that the effluent/water quality violations occurred as a result of the causes cited in Appendix A.

EMC shall also be responsible for penalties or fines imposed by USEPA or IDEM or any other regulatory agency having jurisdiction for any sewer discharges which result due to improper operation of the Collection System resulting from EMC's negligence. EMC shall not be responsible for fines imposed for discharges or bypasses from sewers or facilities with restricted capacities due to accumulation of sewer solids, prior to EMC's initial scheduled cleaning; nor shall EMC be responsible for fines imposed for discharges or bypasses resulting from inadequate or non-permitted Facilities or flows exceeding design capacities.

EMC shall also be responsible for fines or penalties imposed by USEPA, IDEM, or any other regulatory agency having jurisdiction, for failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc., for reasons resulting from EMC's negligence during the period of this Agreement.

**Corrective Action.** In the event that the effluent/water quality is not in compliance with Federal, State or Local regulations, EMC will submit a report to the Town outlining the proposed corrective action and a schedule thereof.

**Sludge Management and Sludge Disposal.** EMC shall be responsible for handling and disposing of treatment sludge in a manner consistent with existing USEPA and IDEM regulations. EMC will coordinate the treatment sludge disposition using a local landfill, as has been past practice, with the cost of this program incorporated into the compensation to be paid EMC.

**Handling and Disposal of Contaminated Sludge.** If the influent contains abnormal or biologically toxic substances, the sludge from such influent may be deemed contaminated. EMC shall make every effort to isolate such contaminated sludge consistent with current USEPA and IDEM guidelines. The Town shall reimburse EMC for overtime and costs directly related to the disposal of the contaminated sludge plus a 10% administrative fee.

If any sludge from the Facilities is classified as hazardous waste as defined by USEPA, which means that the regulatory agencies require the sludge to be transported to a designated hazardous waste landfill, EMC shall notify the Town and request permission to transport the sludge to a designated landfill. The Town shall reimburse EMC for the cost of overtime, transport, landfill fees, and any other out-of-pocket costs associated with the handling and disposal of the sludge plus a 10% administrative fee.

**Testing.** EMC shall sample and perform the appropriate influent, effluent, water, stream, and sludge testing as outlined in the Town's NPDES and water permits. Should the scope or frequency of testing change due to the requirements of these permits or to any regulatory or administrative action, EMC's compensation shall be adjusted upward or downward to reflect the change in its costs.

**Laboratory Analysis.** EMC shall perform the necessary testing and laboratory analyses as required by the Town's current NPDES, and water permits as well as for process control. EMC shall prepare all NPDES, water, and state permit monitoring and operation reports, and submit them to IDEM with monthly copies to the Town.

**Reporting.** EMC and the Town shall develop reporting and communications procedures satisfactory to the Town. EMC will submit monthly reports to the Town and regulatory agencies in accordance with the mutually established communications procedures, including reports on effluent/water quality performance during the month and a log report of all citizens' complaints. On an annual basis, EMC will provide formal reports to the Town on projection of capital needs, and assist the Town with the preparation of annual budgets.

**Records of Operation.** EMC shall maintain necessary and sufficient records of operation and maintenance activities to meet Local, State, and Federal requirements under the NPDES, and water permits. These records will be the property of the Town. EMC will maintain these records at appropriate Facilities sites, available for use by authorized Town personnel.

**Liaison.** EMC will be responsible for representing the Town with the relevant regulatory agencies and the Town will be informed of all meetings, hearings and relevant information and will be entitled to participate in any of the above. The Town will designate a primary contact between EMC and the Town.

**Safety.** EMC shall administer a site-specific safety program to include training, record keeping, and safety meetings, all in conformance with the Town safety program, OSHA regulations, and any requirements of the State of Indiana.

**Training.** EMC shall implement an ongoing training program with classroom and hands-on training for all personnel. Training will include, but not be limited to, safety, computer skills, facilities operations and maintenance, collection system cleaning and maintenance, and laboratory operations and maintenance.

**Insurance.** EMC shall maintain the following insurance during the term of this Agreement:

- |  |   |
|--|---|
| A. Worker's Compensation                       | As Required by Statute                              |
| B. Comprehensive General Liability:            |   |
| I. Bodily Injury & Property Damage             | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| ii. Personal Injury Liability                  | \$1,000,000 aggregate                               |
| C. Comprehensive Automobile Liability:         |   |
| I. Bodily Injury & Property Damage<br>Combined | \$1,000,000 per occurrence                          |
| D. Umbrella Coverage                           | \$10,000,000  |

EMC shall furnish the Town with satisfactory proof of such insurance, and each policy shall require a 30 day notice of cancellation or material change to be given the Town while this Agreement is in effect. These policies will be in effect at the time EMC takes possession of the Facilities. The Town of Sellersburg shall be listed as an additional insured in the Public Liability Policy.

**Odor Control.** EMC shall operate the Facilities in such a manner as to minimize the generation of odors through an ongoing odor control program, and deal in a concerned, professional manner with any individuals or community groups concerned with odors. EMC shall operate the Facilities at a high standard of physical appearance consistent with all EMC-managed locations.

**Grounds Maintenance.** EMC shall be responsible for all grass mowing, trimming, or other grounds maintenance of the Facilities, and pumping stations utilizing the Town's equipment.

**Capital Budget Submission.** EMC shall be knowledgeable about the Town's capital expenditure program for the Facilities. Within 180 days from the commencement of this Agreement, EMC shall submit a recommendation of capital improvements EMC believes necessary to upgrade the Facilities covered under this Agreement, however, implementation of these recommendations by the Town is not a condition of EMC's performance under this Agreement. Annually thereafter, EMC shall submit its recommendations regarding additions to, or deletions from, the Town's scheduled program. EMC will submit a detailed rationale for any changes or additions, and preliminary cost estimates. Review and approval of these capital expenditures shall remain the authority of the Town.

**Inventory.** Within 120 days from the commencement of this Agreement, EMC shall submit an inventory of the equipment, tools, materials, consumables and expendable supplies, and spare parts at the Facilities which are a component to this Agreement. The Town shall have 20 days to verify and accept EMC's list. At the termination of this Agreement, EMC shall pay the Town in the event that the inventory of these items is less at the time of termination than this initial inventory. EMC agrees to maintain an adequate spare parts inventory for proper maintenance and repair of the Facilities.

Any purchase of equipment, tools, materials, supplies, spare parts, or capital improvements shall, upon the purchase thereof, become the sole and absolute property of the Town subject only to the terms of this Agreement. At the termination of this Agreement, all said items shall be turned over to the Town. Only purchases of items by EMC which are outside the scope of this Agreement and are not directly or indirectly reimbursed by the Town, including all EMC sludge equipment, shall be titled in and remain the property of EMC.

### III. RESPONSIBILITIES OF THE TOWN

The Town shall provide for EMC's use all equipment, structures, and vehicles under its ownership presently assigned to the Facilities which are components to this Agreement. The Town will be responsible for the cost of replacing these items, including the vehicles presently assigned to the Facilities as listed on Appendix B.

The Town shall maintain all existing licenses, permits, and agreements which have been granted to the Town as owner of the Facilities, and shall procure all others necessary to operate, maintain and manage the Facilities covered by this Agreement.

The Town will provide office space and all utilities for EMC administrative employees located at the Town Hall building. Office supplies and postage expense for billing and collection efforts will be borne by EMC.

**Town Insurance.** The Town agrees to purchase and maintain property and structures liability insurance and earthquake insurance policies, including extended coverage plus vandalism and malicious mischief to the full insurable value of the Facilities and all Town-owned vehicles.

### IV. COMPENSATION

**Expenses.** EMC shall pay all expenses required for the normal operation and maintenance of the Facilities including, but not limited to, personnel costs, fuels, chemicals, utilities (2/3 utilities at Town Hall), services, spare parts, materials, and expendable supplies.



Examples of items not paid for by EMC include, but are not limited to, the following:

- \* Change in scope of services;
- \* Individual maintenance and repairs as defined hereinafter;
- \* Capital expenditures as defined hereinafter;
- \* Any damages which result from an Act of God, the Town, or any third party.

**Water/Wastewater Flows and Loadings.** At the end of the first twelve months of the Agreement, EMC will submit the following data to the Town for the purposes of establishing benchmark flows and loadings for the Facilities:

Water

Average Annual Demand	_____ MGD
Average Annual Daily Turbidity	_____ NTU

Wastewater

Average Annual Daily Flow:	_____ MGD
Average Daily Influent BOD:	_____ lbs.
Average Daily Influent TSS:	_____ lbs.
Average Daily Influent NH <sub>3</sub> -N	_____ lbs.
Average Daily Influent TKN	_____ lbs.

Upon the Town's approval of this data, the above blanks will be filled in with the appropriate figures and will serve as the benchmark data for this Agreement. If during any twelve month period the average flow and/or loadings increase by 10% or more, the compensation to EMC may be adjusted upward to reflect the change. It is agreed between the Town and EMC that any upward adjustment of compensation based on increased flow and/or loadings of the sewage and/or water plant shall be capped whereby any yearly adjustment shall not exceed forty-five percent 45% of the total contract fee for any one (1) year. The parties will negotiate this adjustment to reflect actual cost data submitted by EMC, to the extent that such data are available and can be traced to the flow and loadings changes.

The Town and EMC agree if during any twelve month period the average flow and/or loadings decrease by 10% or more, the Town at its option shall be entitled to renegotiate the terms of the contract. The Town and EMC agreed to negotiate any changes to the contract in good faith.

**Compensation.** During the first twelve months, the Town shall pay EMC, as compensation for the services to be performed as described in this Agreement, the sum of \$62,291.42 per month (\$747,497 annually) with adjustments as specified hereinafter. Monthly payments are due the 10th of each month for which services will be rendered, upon presentation of invoices by EMC. Late payments shall accrue interest at the then current prime rate plus one percent per annum on the unpaid balance.

Of this annual compensation amount, \$634,277 (which excludes electricity) shall be adjusted on August 1, 1996, and on every subsequent August 1 date of the Agreement term. The adjustment will be based upon the percentage change in the CPI-North Central Class D for the entire period preceding each adjustment date. Annual compensation adjustments will be cumulative.

**Example:**

The following is an example of the CPI calculation based on a start date of August 1, 1995.

1. For the months of July, 1995, and July, 1996, the CPI figures are as follows:

CPI	<u>July, 1995</u>	<u>July, 1996</u>
	100	105

2. The monthly compensation is \$100,000 and is adjusted by the following calculations:

$$105-100/100 = .05$$
$$\$100,000 \times 1.05 = \$105,000$$

The new monthly compensation starting in August, 1996, is \$105,000.

3. For the months of July, 1996 and July, 1997, the CPI figures are as follows:

CPI	<u>July, 1996</u>	<u>July, 1997</u>
	105	110

4. The monthly compensation as of August, 1996, is \$105,000 and is adjusted by the following calculations:

$$110-105/105 = .048$$
$$\$105,000 \times 1.048 = \$110,040$$

The new monthly compensation starting in August, 1997, is \$110,040.

**The above calculation is an example only and does not predict the actual monthly compensation for future years of this contract.**

**EMC's Guarantee of Service Excellence.** EMC is dedicated to customer service excellence and communication to the extent that we are willing to risk part of our fee. Our Guarantee of Service Excellence is simple. If at anytime the Town Board feels that EMC's performance is unsatisfactory, they will have the contractual right to withhold up to \$3,000 per quarter of our fee. The Town is the final arbiter in the decision.

**Staffing.** EMC's compensation amount above includes assumption of the Town staff for water/wastewater treatment plant, sewer maintenance, water distribution, and utility billing systems in place at the commencement of this Agreement. These Town employees transferring from the Town payroll to the EMC payroll will continue employment with EMC throughout the life of this Agreement unless the individual voluntarily severs the employment relationship or just cause exists for the individuals employment to terminate.

All employees will be provided with a pay rate and employment benefit package comparable to the level of pay and benefits provided by the Town. Appendix D to this Agreement details a comparison of single/dependent major medical insurance coverage between the Town plan and the EMC plan available to employees at the commencement of this Agreement. During the period of August 1, 1995 through July 31, 1998, any employee who can demonstrate that one's out-of-pocket major medical expenses were higher under the EMC plan as compared to the Town current plan will be reimbursed the difference in full by EMC.

EMC agrees to pay employees on a weekly basis throughout the duration of this Agreement. All employees will be protected from losing accrued leave benefits. Additionally, EMC agrees to advance vacation pay of up to the length of vacation to all employees taking vacation when proper notice of said vacation is given to EMC.

**Electricity Adjustment.** Included in the initial compensation to be paid EMC by the Town is an annual electricity amount of \$113,220, which includes electricity for all facilities referenced in Appendix B, as well as 2/3 of electricity charges for the Town Hall. This amount will be adjusted, with a corresponding adjustment to EMC compensation, whenever there is a change in electricity rates, retroactive to the date of the change. During any contract year, twenty-five percent (25%) of amounts expended by EMC which aggregate to a total less than the benchmark for electricity, will be returned to the Town within 60 days of the end of the contract year. Any amounts over the threshold will be borne by EMC.

**Chemicals Adjustment.** Included in the initial compensation to be paid EMC by the Town is an annual chemical amount of \$34,795. This threshold will be adjusted annually using the same CPI change as used in overall compensation adjustments. During any contract year, twenty-five percent (25%) of amounts expended by EMC which aggregate to a total less than the benchmark for chemicals will be returned to the Town within 60 days of the end of the contract year. Any amounts over the threshold will be borne by EMC.

**Annual Maintenance and Repair Costs.** EMC shall pay all individual repair parts, maintenance materials and maintenance services items under \$2,000, excluding EMC labor, during the term of this Agreement. Any maintenance or repair item which costs in excess of \$2,000 shall be approved in advance by the appropriate Town representative and paid directly by the Town.

Included in the maintenance and repair budget will be appropriate preventive and corrective maintenance on all Town fire hydrants. EMC shall not, however, be responsible for the

transfer between Town funds of amounts stemming from fire hydrant maintenance as has been past Town practice.

For the first year of this contract, the annual budget for maintenance and repair items under \$2,000 individually is established at \$63,000. This threshold will be adjusted annually using the same CPI change as used in overall compensation adjustments. Any amount less than the established threshold not expended by EMC for maintenance during a given contract year will be returned to the Town in full within 90 days of the end of the contract year. During any contract year amounts expended by EMC which aggregate to a total greater than the benchmark for maintenance and repair items will be the responsibility of EMC.

**Capital Expenditure.** For the purpose of this Agreement, a capital item will be defined as any item of equipment or repair which represents a non-routine type of purchase or repair and costs more than \$2,000. All capital replacements which are to be paid for directly by the Town and charged against the Town's capital expenditure fund, shall be submitted to the Town for approval prior to proceeding with the replacement, except in cases of an emergency where EMC may purchase the item and rebill the Town. Each request will identify cause for repairs, estimated costs for repairs, cost for replacement, justification and degree of urgency for replacement.

**Sales Tax/Corporate Tax.** As has been past Town administration practice, EMC will include required sales tax amounts on all water billing invoices. Upon collection of this sales tax by EMC, EMC will deposit said funds in the Town's designated Bank account. As appropriate, EMC will remit said collected taxes to the appropriate taxing authorities. Upon said remittance, EMC will invoice the Town of Sellersburg for the identical amount, said refund due EMC by the Town within 10 days of receipt of invoice. EMC will also be responsible for paying the quarterly corporate tax. Upon said remittance, EMC will invoice the Town of Sellersburg for the identical amount, said refund due EMC by the Town within 10 days of receipt of invoice.

## V. MISCELLANEOUS

**Term.** Services shall be retroactive to on August 1, 1995, and end on July 31, 1998, unless the Agreement is extended or terminated as hereinafter provided.

**Termination.** Either party to this Agreement may terminate this Agreement upon material breach by the other party providing such terminating party first provides written notice of such breach to the other party, and assuming that such breach of performance issue is not corrected within 90 days. In this event, EMC shall continue to provide the operations staff for a period of at least 90 days beyond the date of termination at cost plus 12%.

The Town shall have the right to cancel without cause after the expiration of three (3) years.

**Extension.** The Town, at its option, may extend the Agreement for two (2) one (1) year periods under the same terms and conditions as stated herein. The first extensions shall

cover the period of August 1, 1998 through July 31, 1999, the second option for an extension shall cover the period of August 1, 1999 through July 31, 2000. The exercise of either option must be completed in writing within one hundred twenty (120) days prior to the expiration of the initial Agreement or expiration of any renewal periods.

**Representative.** The Town will inform EMC in writing at the inception of this contract, the name and title of the Town's authorized representative.

**Warranties and Guarantees.** EMC shall assist the Town with enforcement of existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the Agreement is executed. The Town shall cooperate with EMC on any existing guarantees and warranties for the mutual benefit of the Town and EMC.

**Noncollusion.** EMC certifies, under the penalties for perjury, by the signature of the duly authorized corporate representative below, that it has neither given nor received anything of value other than the consideration set forth herein, to secure this Agreement with the Town of Sellersburg, Indiana. It further certifies, that EMC has not promised anything of value to any agent, employee, or officer of the Town of Sellersburg, Indiana nor colluded with them to obtain this Agreement.

**Scheduled Meetings.** EMC shall meet with the designated Town representative at the Town's convenience, at least on a monthly basis. The purpose of these meetings will be to discuss the operations at the Facilities with special emphasis placed on items which are unique, or are funded by the Town's capital expenditure fund.

**Existing Laws.** EMC shall comply with all applicable Local, State, and Federal laws and regulations as they pertain to the Facilities.

**Changes.** In the event that any changes in the scope of the operation of the Facilities shall occur, including but not limited to, changes in governmental regulations or reporting requirements, effluent standards, pretreatment programs and testing, collection system cleaning requirements, sludge disposal restrictions, or changes in scope of services in Article II of this Agreement, which increase the cost of operating the Facilities, EMC shall be entitled to additional compensation which shall be retroactive to the date of the change and negotiated by the parties within 90 days.

Any changes in scope of services which decrease the cost of operating the Facilities shall entitle the Town to a reasonable amount of reduction in the operation and maintenance budget, also retroactive to the date of change.

**Hold Harmless.** EMC agrees to and shall hold the Town, its elected and appointed officers, and its employees, harmless from any liabilities for claims or damages for personal injury or property damage which is caused by, or arises from the negligence of EMC. Such indemnification shall include, but not be limited to, indirect consequential and pollution damage. In turn, the Town agrees to and shall hold EMC, its officers and its employees,

## APPENDIX A: EFFLUENT/ WATER QUALITY GUARANTEE

EMC will operate and maintain the Water/Wastewater Treatment Plants so that the effluent discharged will meet the requirements of the Clean Water Act and the NPDES permit respectively.

### Wastewater:

EMC will be responsible for meeting the effluent quality requirements of the NPDES permits unless one or more of the following occurs:

1. The influent to the treatment plant does not contain adequate nutrients to support operation of biological processes and/or contains toxic substances which can not be removed by existing process and facilities (see Definitions below).
2. Toxic discharges into the sewer system in volumes which would make compliance with discharge limits substantially impossible.
3. The flow, influent BOD, influent TSS, influent Ammonia, and/or influent TKN is greater than the plant design parameters, which are the following:

Average Flow	1.5 MGD
Peak Flow	3.8 MGD
Influent BOD	2,189 lbs.
Influent TSS	2,502 lbs.
Influent Ammonia	375 lbs.

4. If the Treatment Plant can operate only at a reduced capacity due to the construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond EMC's control.

### Water:

EMC will be responsible for meeting the finished water quality requirements of the Clean Water Act unless one or more of the following occurs:

1. The raw water to the treatment plant contains toxic substances which can not be removed by existing process and facilities (see Definitions below).
2. Toxic discharges into the water supply system in volumes which would make compliance with water quality limits substantially impossible.

3. The average demand, peak demand, influent turbidity, influent iron, and influent manganese is greater than the plant design parameters, which are the following:

Average Demand	4.0 MGD (Per Clark Henson)
Peak Demand	4.3 MGD (Per Clark Henson)
Influent Turbidity	Not Required

4. If the Treatment Plant can operate only at a reduced capacity due to the construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond EMC's control.
5. In the event that influent Lead, and Copper concentrations become excessive when compared to current raw water levels from the existing surface water supply.

Definitions:

Toxic: Any substance or combination of substances contained in the influent to the Treatment Plant in sufficiently high concentrations so as to interfere with the treatment processes necessary for the removal of organic and chemical constituents of the wastewater required to meet the discharge requirements of the NPDES permit.

## APPENDIX B: FACILITIES DESCRIPTION

### *Wastewater Plant*

- 1 Bar Screen
- 1 Shredder
- 1 Pista Grit Removal System
- 2 United Oxidation Ditches
- 2 Aerobic Digesters
- 2 Chlorine Contact Tanks
- 2 Chlorine Disinfection Systems
- 1 Post Aeration System
- 1 Sulfur Dioxide Dechlorinator
- 6 Sludge Drying Beds

### *Water Plant*

- 5 Wells
  - ▶ No. 1 well pumps 668 gpm
  - ▶ No. 2 well pumps 329 gpm
  - ▶ No. 3 well is not in service
  - ▶ No. 4 well is not in service
  - ▶ No. 5 well pumps 800 gpm
- 1 Aeration Tank
- 3 Rapid Sand Filters
- 1 Clear Well
- 1 Chlorine Disinfection System
- 2 Backwash Filter Lagoons

### *Water Distribution System*

- 50 Miles of Water Main
- 1 Seller's Avenue Water Tank
- 1 Holman's Lane Water Tank
- 1 Highway 60 Water Tank

### *Wastewater Collection System*

- 18 Lift Stations
- 3 Flood/Effluent Pump Stations (three by-passes)
- 158,400 Feet of Sewers (30 miles)
- SSO's - N/A



Vehicles and Equipment

YEAR	MODEL	CONDITION	COMMENTS	DEPT.
1986	Chevrolet 1/2 Ton Pickup	Poor	Uses oil & transmission fluid	WTP
1990	Ford F350 Utility Truck	Good		WTP
1992	Ford F150 Svc. Truck	Good	New transmission	WTP
1988	Dodge Ram Charger	Good	300 Mi. on motor	WTP
1994	Chevrolet 1 Ton Dump	Good	4 WD w/snowplow	WTP
1993	Case 360 Backhoe	Good	8 yrs. payments remaining	WTP
1985	Case 480 Backhoe	Good		WTP
1968	Low Boy Trailer	Good	Transport backhoes	WTP
1986	Chevrolet Custom Dix	Fair	72,2421 mi., tires poor	WWT
1993	For F250 XL	Good	Battery needs tested	WWT
1992	Ford F350 Utility Truck	Good		WWT
1993	Ford F250 XL 4X4	Good	Gas gauge faulty —warranty	WWT
1987	Ford F700 Dump Truck	Good		WWT
	4" Marlow Pump	Good	Trailer mounted	WWT
	175 Air Compressor	Good	151 hrs.	WWT
1992	Sreco Sewer Flusher	Good	285 hrs., repair hose end	WWT
1991	Portable Generator	Unknown	70 hrs., won't start	WWT
1991	Portable Generator	Good	69 hrs.	WWT
	Portable Generator	Unknown	45 hrs., won't start	WWT
	Floater	Unknown	199 mi., won't pump	WWT

## APPENDIX C: Capital Expenditure Estimate

### Software (\$10,590)

- TAABS - \$4,970
- Side Arm - \$2,000
- Operations PAC - \$1,545
- Word Perfect - \$500
- WorkSafe - \$400
- Lotus - \$500
- Paradox - \$125
- Miscellaneous - \$550

### Hardware (\$10,000)

- Fax - \$500
- Printers (Plant & Office) - \$1500
- WWTP computer - \$3,000
- 2-person network for office \$5,000

**TOTAL - \$20,590**

## APPENDIX D: BENEFITS COMPARISON

### Single Person:

#### The Town of Sellersburg:

• Premium Contribution (\$6.83 x 52)	\$355.16
• Annual Co-Pays (estimated)	<u>50.00</u>
	<u>\$405.16</u>

#### Environmental Management Corporation:

• Premium Contribution	\$ 0.00
• Annual Deductible	100.00 <sup>(B)</sup>
• Annual Co-Pays	0.00
• Medical Expenses of \$2,500.00 <sup>(A)</sup>	<u>500.00<sup>(B)</sup></u>
	<u>\$ 600.00</u>

### Dependent Coverage:

#### The Town of Sellersburg:

• Premium Contribution (\$59.38 x 52)	\$3,087.76
• Annual Co-Pay (estimated)	<u>100.00</u>
	<u>\$3,187.76</u>

#### Environmental Management Corporation:

• Premium Contribution (\$100.00 x 12)	\$ 1,200.00
• Annual Deductible	300.00 <sup>(B)</sup>
• Annual Co-Pays	0.00
• Medical Expenses of \$5,000.00 <sup>(A)</sup>	<u>1,000.00<sup>(B)</sup></u>
	<u>\$2,500.00</u>

<sup>(A)</sup> Assumes out-of-network services. Use of the P.P.O. will provide even more cost effective medical services.

<sup>(B)</sup> This expense assumes the maximum out-of-pocket medical expenses are incurred by the employee during the reporting period. In a year with zero medical expenses, this entire amount will be retained by the employee.

Attorney McCall Addressed Council/Amendments To EMC Contract

Motion made by President Tucker to approve the amendments to the contract retroactive to August 1, 1995 and seconded by Council Member Eddings.

Vote 4-0

Adjournment

Motion made by President Tucker to adjourn this meeting and seconded by Council Member Eddings.

Vote 4-0

With no further business, this meeting was adjourned by President Tucker at 7:18 a.m.

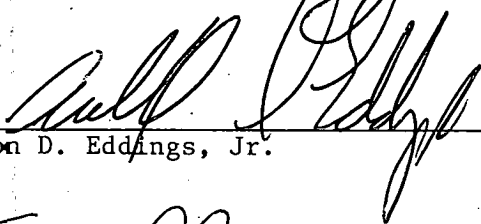
  
\_\_\_\_\_

David Broady

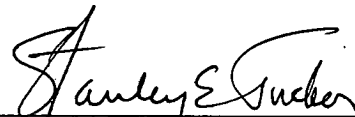
Absent

\_\_\_\_\_

Karl Truman

  
\_\_\_\_\_

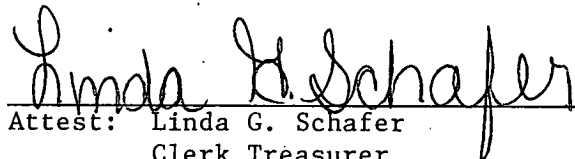
Aulton D. Eddings, Jr.

  
\_\_\_\_\_

Stanley E. Tucker

  
\_\_\_\_\_

Kenneth Alexander

  
\_\_\_\_\_

Attest: Linda G. Schafer  
Clerk Treasurer

Sellersburg Town Council

August 21, 1995

Public Hearing

An Public Hearing of the Sellersburg Town Council was held at the Sellersburg Library at 6:30 p.m. to discuss the 1996 Budget for the Town of Sellersburg and Tax Rate for the Town of Sellersburg. Those present were: David Broady, Council Member; Ken Alexander, Council Member; Karl Truman, Council Member; Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney; with Stanley E. Tucker, Council President and Aulton D. Eddings, Jr., Vice President; being absent from this meeting.

Called To Order

Council Member Broady called the public hearing to order at 6:40 p.m.

Citizens Present

Chief David Kinder  
Cheryl Dean

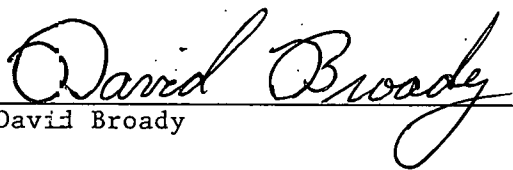
Town of Sellersburg 1996 Budget And Tax Rate

Council Member Broady read the 1996 estimated budget, 1996 Salary, Holiday and Longevity Ordinance and presented the estimated 1996 tax rate for the Town of Sellersburg.

Adjournment

Motion made by Council Member Truman to adjourn the public hearing and seconded by Council Member Alexander.


With no further business this meeting was adjourned at 7:05 p.m.


  
\_\_\_\_\_  
David Broady

\_\_\_\_\_  
Karl Truman

Absent  
\_\_\_\_\_  
Aulton D. Eddings, Jr.

Absent  
\_\_\_\_\_  
Stanley E. Tucker

  
\_\_\_\_\_  
Kenneth Alexander

  
\_\_\_\_\_  
Attest: Linda G. Schafer  
Clerk Treasurer

Sellersburg Town Council

August 25, 1995

Public Hearing

An Public Hearing of the Sellersburg Town Council was held at the Sellersburg Library at 5:30 p.m. to discuss the 1996 Budget for the Town of Sellersburg and Tax Rate for the Town of Sellersburg. Those present were Stanley E. Tucker, Council President; Karl Truman, Council Member; Kenneth Alexander, Council Member; David Broady, Council Member; Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney; with Aulton D. Eddings, Jr., Council Member, being absent.

Called To Order

President Tucker called the public hearing to order at 6:36 p.m.

Citizens Present

Chief David Kinder

President Tucker Presents The 1996 Budget Estimate And Tax Rate

President Tucker presented the 1996 budget estimate and tax rate for the Town of Sellersburg and requested a motion to approve this on the first reading.

Motion made by Council Member Broady to approve the 1996 budget estimate and tax rate and seconded by Council Member Alexander.

Council Member Truman asked that the motion be amended to allowing the police commissioner's to be paid on a monthly basis for meetings they attend.

Council Member Broady amended his motion, seconded by Council Member Alexander.

Vote 4-0


Adjournment

Motion made by President Tucker to adjourn the public hearing and seconded by Council Member Broady.

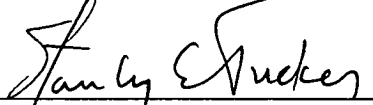
With no further business this meeting was adjourned at 6:55 p.m.

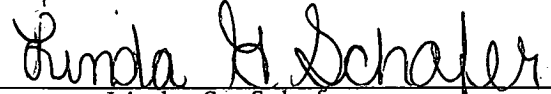
  
\_\_\_\_\_  
David Broady

Absent  
\_\_\_\_\_  
Aulton D. Eddings, Jr.

  
\_\_\_\_\_  
Kenneth Alexander

  
\_\_\_\_\_  
Karl Truman

  
\_\_\_\_\_  
Stanley E. Tucker

  
\_\_\_\_\_  
Attest: Linda G. Schafer  
Clerk Treasurer

SELLERSBURG TOWN COUNCIL

August 28, 1995

A regular meeting of the Sellersburg Town Council was held at the Sellersburg Library at 6:30 p.m. this meeting was also a public hearing for the 1996 Budget for the Town of Sellersburg. Those present were: Stanley E. Tucker, Council President; Doug Eddings, Jr, Council Vice President; Ken Alexander, Council Member; Dave Broady, Council Member; Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney; with Karl Truman, Council Member arriving at 6:36 p.m.

Called To Order

President Tucker called the meeting to order at 6:30 p.m.

Prayer

Reverend Gary Fenner offered the prayer for this meeting.

Minutes

President Tucker presented the minutes from meetings on August 14, August 16, August 21 and August 25 and requested a motion to approve the minutes as presented.

Motion to approve the minutes as presented made by Council Member Broady and seconded by Council Member Alexander.

Vote 4-0

EMC-Tom Edwards Addresses Council

Mr. Edwards stated just briefly on the utilities that EMC operates, the water and waste water continues to operate quite well. There have been no real problems. The billing office revenue over the last two weeks was \$81,962.51. I do have a more detailed report for the month of July to present at this time.

Mr. Edwards stated we have also set up a sewer adjustment policy as far as water usage. If it's on the home owner's property, if he can show documentation where it has been repaired or a faulty meter or faulty meter reading, we will certainly adjust, if not and he can't show this and he still feels he has an adjustment, our recommendation is he come before the board for your consideration. Each one of you has a copy of this, any comments.

Council Member Eddings stated you need to get a copy of, also, we adopted a policy about two years or three years ago for people in low income situations that have fallen behind a way for them to catch up. We kind of put together a package that we could give these people. A policy exists for that. If you want to look at it and amend it or think it needs to be amended or changed, just bring it back to the next meeting.

Sellersburg Town Council  
Regular Meeting  
August 28, 1995  
Page 2.

EMC-Tom Edward Addresses Council

President Tucker stated what I'd like to do is adopt that incoordination with what we have in place, if we need to alter that in some way or add to it, if we can get that together by the next meeting which is the 2nd Monday in September, maybe we can adopt it at that point in time.

Ms. Schafer stated did the policy include leaky toilets because normally in the past that was policy also, not to include leaky toilets.

Mr. Edwards stated we feel that the leakage would still go through the sewers, so you have not added that.

Public Hearing On 1996 Budget & Tax Rate/Resolution 1995-30

President Tucker stated the budget in the General Fund for 1996 is:

General	1,333,603.
LRS	122,764.
MVH	96,968.
Parks	144,540.
CCI	30,000.
CCD	44,300.
MPP	72,076.

President Tucker stated there is a decrease in the general fund of 0.138, the tax rate that we need to adopt tonight is 3.56 and that is slightly below what it was last year, dollar wise about \$14,000.00 less so there still has not been a tax increase in the last almost four years and I would entertain a motion to approve the budget as presented and the new tax rate of 3.56%.

Motion to approve Resolution 1995-30, the 1996 budget for the Town of Sellersburg as presented made by Council Member Broady and seconded by Council Member Eddings.

Vote 5-0

President Tucker Presents Ord. 95-629 1996 Salary, Holiday & Longevity Ordinance

President Tucker presented Ordinance 95-629 for approval on the first reading as follows:

ORDINANCE NO. 95-629

1996 SALARY, HOLIDAY AND LONGEVITY PAY

WHEREAS, the Town of Sellersburg desires to pass the herein Ordinance in order to establish and clarify the salary, holiday and longevity pay of employees of the town; and

WHERE, said Ordinance is necessary for the efficient administration of the Town.

NOW, THEREFORE, BE IT ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by the Town Council of the Town of Sellersburg, that:

The following annual/weekly/hourly wage, holiday and longevity pay, as indicated, shall be paid to the following employees, from the funds as indicated, effective January 1, 1996:



President Tucker Presents Ord. 95-629 1996 Salary, Holiday & Longevity Pay

GENERAL FUND

TOWN COUNCIL MEMBER	4,725.00 per year	
TOWN COUNCIL MEMBER	4,725.00 per year	
TOWN COUNCIL MEMBER	4,725.00 per year	
TOWN COUNCIL MEMBER	4,725.00 per year	
TOWN COUNCIL MEMBER	4,725.00 per year	
TOWN ATTORNEY	28,000.00 per year	
CLERK TREASURER	25,995.06 per year	
TOWN MANAGER	30,000.36 per year	
CHIEF DEPUTY CLERK	376.08 per week	9.40 per hour
TOWN HALL CLERK	14,768.00 per year	7.10 per hour
POLICE COMMISSIONER	500.00 per year	
POLICE COMMISSIONER	500.00 per year	
POLICE COMMISSIONER	500.00 per year	
POLICE COMMISSIONER	500.00 per year	

STREET AND SANITATION

SUPERINTENDENT	601.86 per week	
TRUCK DRIVER	348.40 per week	8.71 per hour
LABORER	321.20 per week	8.03 per hour
LABORER	321.20 per week	8.03 per hour
LABORER	321.20 per week	8.03 per hour
LABORER	321.20 per week	8.03 per hour
LABORER	321.20 per week	8.03 per hour
LABORER	321.20 per week	8.03 per hour

POLICE DEPARTMENT

DISPATCHER	315.60 per week	7.89 per hour
DISPATCHER	315.60 per week	7.89 per hour
DISPATCHER	315.60 per week	7.89 per hour
DISPATCHER	315.60 per week	7.89 per hour
DISPATCHER	315.60 per week	7.89 per hour
PART TIME DISPATCHER		5.65 per hour

Holiday pay for Dispatchers will be determined on 3 persons for 9 holidays which will be 27 days x 8 hours which equals 216 hours.

CHIEF OF POLICE SALARY	37,685.44 per year	724.72 per week
CHIEF OF POLICE INSURANCE	1,617.24 per year	134.99 Monthly
CHIEF OF POLICE HOLIDAY 18.11x72	1,303.92	
CHIEF OF POLICE LONGEVITY	735.78	
CHIEF OF POLICE PERF	5,665.88	1,416.47 per Quarter

	<u>Salary</u>	<u>Holiday</u>	<u>Longevity</u>
ASSISTANT Chief	603.80 (15.09)	1,086.48	981.04
DETECTIVE/CAPT.	514.92 (12.87)	926.64	2,452.60
SERGEANT	493.88 (12.34)	888.48	2,329.97
SERGEANT	493.88 (12.34)	888.48	1,226.30
PATROLMAN	471.69 (11.79)	848.88	1,471.56
PATROLMAN	471.69 (11.79)	848.88	367.89
PATROLMAN	471.69 (11.79)	848.88	858.41
PATROLMAN	471.69 (11.79)	848.88	1,348.93
PATROLMAN	471.69 (11.79)	848.88	367.89
NEW PATROLMAN	423.10 (10.57)	761.04	0
NEW PATROLMAN	423.10 (10.57)	761.04	0

Patrolman hired in 1995 will receive an increase in pay on their one year anniversary date to equal a 1st class Patrolman's pay, Holiday pay will also be adjusted to equal that of a 1st class Patrolman.

The Salary ordinance is subject to change due to section 03.2- vacations in the policies and procedures manual adopted by the Sellersburg Town Council 05/11/92.

President Tucker Presents Ord. 95-629 1996 Salary, Holiday & Longevity Pay

Motion made by Council Member Eddings to pass Ordinance 95-629 on the first reading and seconded by Council Member Alexander.

Council Member Truman stated do we need to change that on the police commissioners.

President Tucker stated we have changed that, I have it in the minutes, I'm sorry, we need to add or amend that on the first reading that from now on the police commissioner's will be paid 1/12 of the \$500.00 annual fee, I think it's \$41.67 for just the specific meetings that they attend, if they do not attend they will not be paid.

Council Member Truman stated the way I suggested phrasing it was that it would be the \$41.00 per meeting up to a maximum of 12 meetings per year.

Motion amended by Council Member Eddings to agree to the adjustment for the police commissioner's based on a per meeting not to exceed 12 meetings and seconded by Council Member Alexander.

Vote 5-0

President Tucker Presents Ord. 95-629 1996 Salary, Holiday & Longevity Pay

President Tucker presented Ordinance 95-629 to the Council for approval.

Motion made by Council Member Eddings to pass Ordinance 95-629, the 1996 Salary, Holiday & Longevity Pay and seconded by Council Member Alexander.

Vote 5-0

President Tucker Presents Claim For Building Commissioner, Stephen Prather

President Tucker presented the claim for the building commissioner in the amount of \$1,138.50 from July 11, 1995 thru August 28, 1995 and requested a motion to pay the claim as presented.

Motion made by Council Member Eddings to pay the claim as presented and seconded by Council Member Truman.

Vote 4-0

Council Member Eddings Addresses Council/Draft For Rehire Of Town Employees

Council Member Eddings stated I have the final draft for rehiring the water and sewer associated back to the town should we end our contract with EMC. What I'd like to do is give a copy to EMC for review and let them go ahead and make copies of it and let the individuals sign it and bring it back to the next meeting.

Council Member Eddings Addresses Council/Draft For Rehire Of Town Employees

Council Member Truman stated I haven't seen the final draft. This doesn't provide if the town were to contract with another management company. The way this reads if the town does not renew with EMC but renew's with another person we would still be obligated to hire the employees back. It says if we terminate the contractual relationship and contract with another company.

President Tucker asked what would be the answer.

Council Member Truman stated the way this is written we would have to hire them back.

President Tucker stated let me try it another way, what do you all think it should say.

Council Member Truman stated well it would have to make a reference that if the town were to reassume operations of the utilities.

President Tucker stated well we basically have 3 options, either they are rehired by the town, they are hired by the new company or they don't have a position.

Council Member Truman stated but that's not what it says.

President Tucker stated what do you all feel it should say.

Council Member Eddings stated if we take the utilities back they come back to us.

Council Member Truman stated I agree if the town takes back the operation, I don't see any problem with those employees coming back to the town but that's not what that says.

Council Member Eddings stated okay, we will redo it again.

Council Member Truman stated why don't you put a copy in all of our boxes then we can iron it out before the next meeting.

Council Member Eddings Presents Claim/Irish Park Inc.

Council Member Eddings presented the claim from Irish Park Inc. in the amount of \$48,488.00.

John Toombs stated that his suggestion would be for the board to approve payment of this claim subject to his inspection. He had received a call that they had finished and he didn't know they were doing it and Clark had suggested that part of it may not be low enough.

Motion made by Council Member Eddings to approve the claim subject to John Toombs making an inspection of the work and his approval and seconded by Council Member Truman.

Council Member Broady asked if this was for the work on Holman's Lane.

Council Member Eddings stated yes.

Vote 4-0

Council Member Eddings Addresses Council/Leveling Floor In New Town Hall Meeting Room

Council Member Eddings stated the last think I have is on the town hall. We have in the meeting room where all the concrete was ripped out, the support wall and the old restroom facility that was in the old town hall, when they knocked out all of the walls and got down to the floor level, the floor has alot of places where the rock walls penetrated into the concrete floor and what Koetter is suggesting, it wasn't part of their bid package, is to go back in and finish or create a smooth finish for the floor because anything they put down, carpet, tile or whatever, is going to have alot of rolls, it would look pretty bad, they are suggesting we have this done before it is tiled or carpeted. The adder would be for \$1950.00 to do this. This is only the second adder to the town hall, the first one was the security window, it was how much, \$895.00.

Ms. Schafer stated no I think it was \$580.00, something like that.

Council Member Eddings stated this is not to bad on a project of this size.

President Tucker stated would you like to make that in the form of a motion.

Motion made by Council Member Eddings that we adopt this adder of \$1950.00 for resurfacing of the new meeting room floor and seconded by Council Member Truman.

Council Member Alexander stated what was the reason for not forseeing this problem.

Council Member Eddings stated they didn't really think that the concrete structural wall and both of the walls in the mechanical room were in concrete as well, they supported what was overhead, they were buried inside the concrete surface of the floor. They thought it would be even with the floor and they'd go in and grind it down, when they got into it they were actually buried and there are some real low places that need to be resurfaced. You might as well if you're going to do that for \$1950.00 go ahead and resurface the whole thing so you can put tile down if you want.

Council Member Alexander stated did they feel like they were responsible at all.

Council Member Eddings stated on a project of this size, this is just the second adder.

Council Member Alexander stated right but with the normal percentage of what a contractor makes on a project of this size, \$1900.00, I would think they could afford some.

Council Member Eddings stated the first price was \$2200.00 something. Gilbert Campbell got it down to \$1950.00. I realize what you're saying but at the same time anybody that's ever built a structure or even a home we are talking about a facility here and before that home is done you've spent more money on this and that.

Council Member Truman stated you talking about a \$350,000.00 project.

Council Member Eddings stated a \$500.00 window and a \$1900.00 resurfacing job. They didn't miss it by much.

President Tucker stated do we know when we are going to be able to get in.

Council Member Eddings stated they are saying the end of September they had better have more that one guy up there a day if they are going to get it done by the end of September.

Sellersburg Town Council  
Regular Meeting  
August 28, 1995  
Page 7.

Council Member Broady Addresses Council/Billing Manager For Utilities-Tom Edwards

Council Member Broady stated a recommendation by the State Board of Accounts, we need to make someone a billing manager. It would be my recommendation to make Tom Edwards the billing manager for the utilities.

Motion made by Council Member Broady to appoint Tom Edwards the billing manager for the utilities and seconded by Council Member Eddings.

Council Member Broady stated this was a recommendation by the State Board of Accounts.

Council Member Truman asked does that have to be an individual or could we name EMC.

Council Member Broady stated they wanted an individual.

Council Member Truman stated does that have to be in the form of an ordinance or just a motion of the board.

Council Member Broady stated I believe a motion of the board.

Vote 4-0

Council Member Broady Addresses Council/Sewer Backup Reimbursement-Lisa Ball

Council Member Broady stated just one more thing, back during our flooding problem we had an individual that had water back up because of a problem with our sewer line, they turned it in to their homeowners, she did have renters insurance, they wouldn't pay. We turned it in to our insurance, they refused to pay it. She has a list of items and some prices and says any consideration would be appreciated. They were her winter clothes. The estimated loss is from \$650.00 to \$505.00. I'd like to make a recommendation that we reimburse her \$525.00 for her loss.

Motion made by Council Member Broady to reimburse Lisa Ball \$525.00 for her loss due to a sewer back up and seconded by Council Member Truman.

Council Member Broady asked Mr. Edwards his opinion of what happened.

Mr. Edwards stated in this particular situation part of the line was stopped up. I felt our insurance should of paid it.

Vote 4-0

Council Member Truman Addresses Council/Payment To Citizen Members On Committees

Council Member Truman stated we've talked in the past off and on about starting next year we could make some minimal payment to people on other boards. I'd just like to present that in the form of a motion tonight that the town adopt an ordinance beginning January, 1996. I think the only committees that we have like that is the Planning Commission, Board of Zoning Appeals, and Parks Board. I think that covers all of the committees but for them to be paid \$25.00 per meeting to a maximum of 12 meetings per year for those meetings, of course the council members would not be eligible for that but for the citizen members on those boards to receive that beginning January 1996.

Council Member Truman Addresses Council/Payment To Citizen Members On Committees

Council Member Truman stated and that we put that in the form of an ordinance. I'd like to direct the town attorney to put that in the form of an ordinance.

Ms. Schafer stated does that include the Housing Authority.

Council Member Truman stated they are not really part of the town are they.

Ms. Schafer stated well didn't the council appoint these people.

Council Member Truman stated if they are part of the town. I didn't include them because I didn't think they were actually part of the town, I mean, if they are I don't have any problem with that.

Ms. Dean asked aren't they paid.

President Tucker stated the lady is but the board members are not. Karl would like to have an ordinance made up by Perry to pay \$25.00 a meeting up to \$300.00 a year which is 12 meetings for attendance only for people on the Planning Commission, Board of Zoning appeals, Parks Department and the Housing Authority if they are part of the town's organization.

Motion made by Council Member Truman to have the town attorney put this in ordinance form and seconded by Council Member Eddings.

Vote 4-0

President Tucker stated the job of the president or someone on the board after the first of the year will be to appoint people to these committees or reappoint and they supposedly like to have 1/2 democrats and 1/2 republican members. A list does exist of those members and you're going to have to re-up those people or get some more people to set on those committees.

Council Member Alexander Addresses Council/Request To Hire Robert Hayes, II

Council Member Alexander stated tonight I have an application I'd like to get approved with the termination of Mr. Baker to fill the vacancy. It's Robert Hayes, II, basically I'll summarize why he says he wants the job. He is willing to perform any job requirement, in top physical and mental condition, has a background in tools, concrete and asphalt, social skills, quick to learn jobs if not known and able to work hard for employer. I've lived in this town all of my life and I'd like to have a chance to work here. He sounds like a go getter, Mark gave him a high recommendation. He has a positive outlook. The name on it is Robert Hayes, II. He will start out at \$6.98 an hour.

Motion made by Council Member Alexander to approve the hiring of Robert Hayes, II at the starting salary of \$6.98 an hour and seconded by Council Member Eddings.

Vote 4-0

Council Member Alexander Presents Ord. 95-630 Amending Ord. 95-619 Yard Waste

Council Member Alexander stated phase two of the yard waste is ready to begin and basically the residents have been outstanding through the whole beginning process. We are wanting to reward them by listening to what they had to say over the last 6 months. We want to amend Ordinance 95-619 as follows:

ORDINANCE NO. 95 - 630

AN ORDINANCE AMENDING ORDINANCE NO. 95-619  
FOR THE COLLECTION OF YARD WASTE, LEAVES, BRANCHES,  
AND OTHER VEGETATIVE MATERIALS,  
WITHIN THE TOWN OF SELLERSBURG

WHEREAS, the Town Council for the Town of Sellersburg, Indiana, did on the 28 day of August, 1995, adopt an ordinance for the collection of yard waste, leaves, branches, and other vegetative materials within the Town of Sellersburg, Clark County, Indiana; and

WHEREAS, the Town Council for the Town of Sellersburg, Indiana, has determined that it is necessary to make changes to Ordinance No. 95-619 for the efficient and effective collection of yard waste, leaves, branches, and other vegetative materials within the Town of Sellersburg; and

WHEREAS, this matter was presented at a public meeting and open for discussion at which time the owners and occupants of property served by the municipal refuse and garbage collection service were provided an opportunity to be heard and voice their opinions concerning the changes to Ordinance No. 95-619;

BE IT THEREFORE ORDAINED by the Town Council for the Town of Sellersburg, Indiana, that Ordinance No. 95-619 shall be amended as follows:

1. Paragraph two (2) shall be amended to read as follows: Each owner and occupant within the Town served by the Town of Sellersburg Municipal Refuse and Garbage Collection Service shall be entitled to dispose of three (3) bags of yard waste per pickup, or in the alternative, one (1) thirty-two (32) gallon container which has been clearly marked for yard waste. All yard waste not otherwise in a clearly marked thirty-two (32) gallon container shall be in a recyclable bag no larger than thirty (30) gallons. Each owner and occupant shall be entitled to dispose of six (6) thirty (30) gallon bags per month, or two (2) thirty-two (32) gallon containers per month, whichever the occupant shall elect.
2. That the owner and occupant will provide their own paper receptacle and/or thirty-two (32) gallon container receptacle for the pickup of yard waste.
3. Failure of the owner or occupant of the property to use paper bag receptacles or tied bundles of limbs and branches in the manner set forth above, or clearly mark their thirty-two (32) gallon container, will result in the refusal of the municipal refuse and garbage collection service to pick up said bags, containers and/or branches and leaves.
4. That all other provisions of Ordinance No. 95-619 shall remain in full force and effect without modification.

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Council Member Alexander Presents Ord. 95-630 Amending Ord. 95-619 Yard Waste

Motion made by Council Member Alexander to approve Ordinance 95-630 and seconded by Council Member Eddings.

Vote 5-0

Council Member Alexander stated we are looking at the leaves that will be falling in a couple of months, any resident that has suggestions, now is the time to make a suggestion. Some of the thoughts and ideas. We will probably go to a weekly service through October and November. We will also look at having a one site disposal like we did with the summer clean up for leaves. If they have any suggestions please don't call, put them in writing, send them in with your water bill or drop them off at the town hall and we will be reviewing the process and hopefully have something before they come down to the ground.

President Tucker stated I have a question someone wrote in about the dumpster at the town hall, it was taken away during the construction, is it going to come back.

Council Member Alexander stated it might, the only thing is, that dumpster in that location only serves that area and when we looked at it there will be a parking lot there now and it will have to be put somewhere else, it can't sit in the middle of the parking lot.

Council Member Eddings stated what about the Police Station.

Council Member Alexander stated the only thing bad is...

President Tucker stated is that because Dave isn't here.

Council Member Eddings stated the chief said it was okay.

Council Member Alexander stated Clark County Solid Waste is doing a good job. We have a recycling program. I know they lack in some areas as far as cardboard and other such but because of the size of the town, one dumpster does not even come close to serving everybody so if there's room on the parking lot and we can work something out maybe but if we want to do something like that we really need to have alternative places through the town not just serving 1/2 or 1/4 or 1/8.

President Tucker stated well can I ask that you maybe come up with some kind of thoughts or talk to Mark or make a recommendation.

Council Member Alexander stated everything that was in that dumpster was picked up by the curbside except the cardboard and with what I hear cardboard is worth people need to go down and cash it in themselves, but we are working on it.

Clerk Treasurer Schafer Addresses Council/Previous Service Compensation

Ms. Schafer stated our insurance agent checked into what it would cost to pay up the people with previous service with the AUL Pension. It might be to the towns benefit to go on and pay this up rather than to stretch it over a period of so many years so I've circled what it would cost on each employee rather than to pay the \$19.90 that the council previously discussed for previous service, we could pay that one certain amount.



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Clerk Treasurer Schafer Addresses Council/Previous Service Compensation

Mr. Edwards stated we also have a problem. I talked to Craig Mundle on this because this is not coming from the pension fund there's no way to put in our plan.

President Tucker stated because it's qualified versus non-qualified.

Mr. Edwards stated so we are kind of stuck here where we can't put it in their pension fund.

Ms. Schafer stated I could issue a monthly check but for two dollars and something, the check is probably worth more than that to print it.

Council Member Eddings stated what is the lump sum figure.

Council Member Truman stated is this the total lump sum.

Ms. Schafer stated no, it's about \$1500.00 total. The amount circled is for each employee.

AUG-17-95 THU 01:29 PM LOTICH INSURANCE AGENCY 1 912 945 9416 P.01

**LI**  
**LOTICH**  
INSURANCE AGENCY  
INSURANCE &  
FINANCIAL SERVICES  
3610 ROCK RIVER WAY  
NEW ALBANY, IN 47150  
TEL (812) 844-4803  
FAX (812) 846-8418

TOWN OF SELLERSBURG

ATTENTION TOWN COUNCIL MEMBERS:

DEAR STRS:

RE: PREVIOUS SERVICE COMPENSATION

THE PRESENT VALUE OF A CERTAIN DOLLAR AMOUNT IN THE FUTURE IS CALCULATED BY USING THE RULE OF 72 IN REVERSE. THE PRESENT VALUE FOR THE FOUR EMPLOYEES IN QUESTION IS AS FOLLOWS:

USING THE CURRENT 6% PENSION RETURN IT WOULD TAKE 12 YEARS FOR A PRESENT DOLLAR TO DOUBLE IN VALUE. THEREFORE EACH YEAR IS WORTH .08 IN VALUE.

RONNIE BLANKENBAKER \$845.50

$\$11.57 \times 12MO. \times 19 YRS. = \$2,637.96$

$\$845.50 \times 2 = \$1,691.00 \times 1.56 = \$2,637.96$

EARL BLEVINS \$148.87

$\$2.03 \times 12MO. \times 22YRS. = \$538.92$

$\$148.07 \times 2 = \$297.74 \times 1.8 = \$535.93$

JAMES BLINCUE \$249.84

$\$3.47 \times 12MO. \times 24YRS = \$999.36$

$\$249.04 \times 2 = \$498.08 \times 2 = \$999.36$

ROBIN SAMPLER \$203.76

$\$2.83 \times 12MO. \times 24YRS. = \$815.04$

$\$203.76 \times 2 = \$407.52 \times 2 = \$815.04$

Danny L. Lotich  
LUTCF

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Clerk Treasurer Schafer Addresses Council/Previous Service Compensation

Council Member Truman stated that will clear it out for the town.

Ms. Schafer stated yes.

Motion made by Council Member Truman to pay the lump sum figure to each employee and seconded by Council Member Eddings.

President Tucker stated may I suggest that, only because I've dealt with this alot, we need to have Danny Lotich kind of help them with this because this isn't really qualified money. It either needs to be put into an IRA account or given to them and they would have a tax liability.

Mr. Edwards stated I talked to each one of them and they do understand that if they receive a lump sum payoff they would be responsible for the taxes.

Council Member Truman stated can't we deposit this into their pension fund.

President Tucker stated that's the problem, this isn't really as I understand it, it's not clearly pension money.

Ms. Schafer stated I should not have to match medicare and social security tax, it should be paid in a lump sum. They would be liable for the tax anyway.

President Tucker stated what I'm suggesting is if you call Danny and say we have approved the lump sum, now what should they do with it.

Vote 4-0

President Tucker Presents Ord. 95-631/Transfer of Appropriations

President Tucker stated we have Ordinance 95-631, which is transferring appropriations from the general fund police auto's to the general fund medical exams. it's \$300.00 for the chief.

ORDINANCE 95-631

AN ORDINANCE PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE TOWN OF SELLERSBURG, INDIANA, FOR THE YEAR 1995, AS REQUESTED BY THE CLERK TREASURER, AND FORWARDED TO THE TOWN COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC 6-1.1-18-6.

WHEREAS, certain extraordinary conditions have developed since the adoption of the existing annual budget for the year of 1995 and it is now necessary to transfer appropriations into different categories than was appropriated in the annual budget for the various functions of the several departments to meet the emergencies.

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SELLERSBURG, INDIANA, that for the expenses of the Town Government, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the transferred unless otherwise stipulated by law.

SECTION 2. Where it has been shown that certain existing appropriations have unobligated balances which will be available for transferring as follows:

ACCT. #, NAME & AMOUNT

TO ACCT. #, NAME, & AMOUNT

GENERAL FUND

GENERAL FUND

PD-415 POLICE AUTOS 300.00

PD-313 MEDICAL EXAMS 300.00

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President Tucker Presents Ord. 95-631/Transfer Of Appropriations

Motion made by Council Member Eddings to approve Ordinance 95-631 on the first reading and seconded by Council Member Truman.

Vote 5-0

President Tucker Presents Ordinance 95-631/Tranfer Of Appropriations

President Tucker presented Ordinance 95-631 to the council for approval.

Motion made by Council Member Eddings to approve Ordinance 95-631 and seconded by Council Member Broady.

Vote 5-0

Clerk Treasurer Schafer Presents Claim/Koetter Construction

Ms. Schafer stated I'd like to present the claims for Koetter Construction, the escrow amount retainage in relation to payment #6 is \$419.95 and I have their payment #6 of \$7,979.05.

President Tucker asked is this the final payment.

Ms. Schafer stated no, the final payment will be the escrow payment and we are a long way from that.

Motion made to pay the claims to Koetter Construction made by Council Member Eddings and seconded by Council Member Truman.

Council Member Broady asked what percentage are we holding out.

Ms. Schafer stated that's sort of technical because when it gets up to a certain amount, it's reduced.

Council Member Eddings stated you can't hold more than 5%.

Vote 4-0

Clerk Treasurer Schafer Presents Claims For The Civil, Water And Sewer Departments.

Ms. Schafer presented the claims for the civil, water and sewer departments for the last two week period and requested a motion to pay the claims as presented.

Motion made by Council Member Eddings to approve the claims as presented and seconded by Council Member Alexander.

Vote 4-0

**AGREEMENT FOR**  
**CONTRACT OPERATIONS, MAINTENANCE AND MANAGEMENT**  
**OF THE**  
**TOWN OF SELLERSBURG WATER, WASTEWATER AND UTILITY**  
**BILLING/COLLECTION SYSTEMS**

This AGREEMENT, made and entered into this 28 day of AUGUST, 1995, by and between:

*The Town of Sellersburg, a municipal corporation in the County of Clark, State of Indiana, (hereinafter "Town") acting through its Town Council; and Environmental Management Corporation (hereinafter "EMC") a Missouri corporation with its principal place of business at 689 Craig Road, St. Louis, Missouri, agree to the following:*

*WHEREAS: Town owns, leases and contracts for the operation and maintenance of certain land, buildings, and equipment which include but are not limited to, a water, sewer, and trash service billing system, a water treatment facility, a wastewater treatment facility, a water distribution system, water wells, a wastewater collection system, sewage lift stations, (hereinafter "Facilities"); and*

*WHEREAS: Town desires to contract with EMC to provide operation, maintenance and management services for the Facilities, all as more specifically set forth herein below; and*

*WHEREAS: EMC desires to provide the services to the Town, subject to the terms and condition contained herein below; and*

*WHEREAS: Town has authority under the laws of the State of Indiana to enter into a service contract for the operations, maintenance, and management of said Facilities;*

*WHEREAS: The herein agreement supersedes and voids all previous agreements and contracts between the Town and EMC;*

*NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, parties hereto agree as follows:*

I. **PURPOSE**

*Town agrees to engage EMC as an independent contractor to operate, maintain, and manage the Facilities during the term of this Agreement.*

II. **SCOPE OF SERVICES**

*EMC shall provide the following services under the conditions set forth herein:*

**Plant Operation.** *EMC shall operate, maintain, and manage the water and wastewater plants so that the water discharge meets or exceeds the wastewater effluent and finished water quality requirements established by all appropriate federal, state and local regulatory entities depending only upon the conditions set forth in the Effluent/Water Quality paragraph.*

**Wastewater Collection System.** *EMC will operate, maintain, and manage the Wastewater Collection System in such manner as to extend its useful life, to provide maximum capacities, to prevent unnecessary damage to public and private property, to minimize inconveniences by handling interruptions in service, and to prevent public health hazards. EMC will provide 24 hour per day, seven day per week emergency service, and will use its best efforts to maintain uninterrupted service to customers.*

*The Wastewater Collection System will be operated, maintained, and managed so as to:*

- \* Identify sources of problems within the sewer system through inspection, monitoring, and investigation. This includes inspection of all new sewer taps and assisting builders in locating existing sewer mains and taps;*
- \* Clean, maintain, and repair sanitary sewers, combined sewers, force mains, and lift stations, on a daily basis (assuming the proper Town equipment is available) to ensure that wastewaters are transported to wastewater treatment facilities in compliance with NPDES permits;*
- \* Prevent sewage from bypassing to waters of the state and to protect the Collection System from flooding due to high water, in accordance with the Water Pollution Control Acts Amendments, Public Law 92-500, and the Clean Water Acts Amendment;*
- \* Eliminate potential sources of odor;*
- \* Implement a preventive maintenance program to reduce nuisance stoppages;*
- \* Implement a customer service program to inspect all sewer related customer complaints, and respond to the customer on the results of these inspections.*

**Water Distribution System.** EMC will operate, maintain, and manage the Water Distribution System to extend its useful life, to provide maximum capacities, to prevent unnecessary damage to public and private property, to minimize inconveniences by handling interruptions in service, and to prevent public health hazards. EMC will provide 24-hour per day, seven days per week emergency service and will use its best efforts to maintain uninterrupted service to customers.

The Water Distribution System will be operated, maintained and managed so as to:

- \* Identify sources of problems within the system through inspection, monitoring and investigation. This includes inspection of all new distribution taps, and assisting builders in locating existing taps and meter changeouts;
- \* Clean, maintain, and repair system to ensure safe transportation of water throughout the system in compliance with the Clean Water Act Amendment;
- \* Implement a preventative maintenance program;
- \* Implement a customer service program.

**Extensions, Additions, and Appurtenances to Wastewater Collection and Water Distribution Systems.** EMC shall be responsible for the operation and maintenance of any extensions, additions, and appurtenances to the Wastewater Collection System and Water Distribution System added during the term of this Agreement limited to a cumulative increase of 10% of the lineal feet of all lines of the existing systems at no additional compensation. Increases to the systems beyond 10% cumulatively will constitute a change and provide the basis for additional compensation. (See Appendix B for exact footage.)

EMC shall not be responsible for damages caused by any defects or flaws inherent in the Wastewater Collection System or the Water Distribution System as they exist prior to EMC beginning operations. Additionally, EMC shall not be responsible after operations begin once EMC has notified the Town of any defects or flaws in the systems and the Town fails to authorize appropriate corrections. Both EMC and the Town acknowledge that the past practices/procedures for damage claims handling will continue throughout the life of this Agreement. Within six months, EMC will furnish a list to the Town of known major defects. It is understood that this list is not an exhaustive list of all defects.

**Billing of Sewer Fees, Water Service, and Trash Pick-up.** EMC will provide the additional service on behalf of the Town of billing for sewer, water service, and trash pick-up. EMC will read meters, mail bills to customers, collect amounts billed, and report receipts on a daily basis to the clerk/treasurer's office. EMC's monthly reporting cycle will include data on billing and collection efforts.

**Project Management and Staffing.** EMC shall staff the Facilities with employees experienced and qualified in management, administrative and technical areas of water distribution, wastewater collection systems, wastewater treatment, water treatment, process control, water/wastewater laboratory analysis, and maintenance procedures for Facilities and equipment. All Facilities management staff shall have or be working on their Indiana operator licenses.

**Project Support.** EMC shall provide on-call backup expertise in process control, management, and maintenance applications to ensure compliance with this Agreement. This support shall not constitute a claim for additional compensation for EMC.

**Maintenance Management.** EMC shall institute a comprehensive preventive maintenance program for all equipment and Facilities assigned to EMC by the Town through this Agreement. Records maintained by EMC for the Facilities shall include a history of maintenance for each item of equipment, a history of work performed, customer complaint and response history, spare parts inventory, stock inventory of materials and supplies, and a schedule of programmed maintenance.

**Information Systems, Office/Laboratory Equipment, Alarm and Safety Equipment.** EMC will install computer hardware and software proven to be effective in management of scheduled and preventive maintenance, process control, supervisory management, reporting, records documentation, energy and laboratory management, and industrial waste monitoring. EMC staff will be trained in the use of these computer systems and processes. EMC will also purchase office equipment, an alarm system, and safety equipment identified as necessary during the evaluation process to facilitate performance under this Agreement.

The information systems, office equipment, alarm system, safety equipment, and other miscellaneous items either purchased or supplied by EMC will materially take the form and be within the reasonable estimates as outlined in Appendix C. All of these items will become the property of the Town upon purchase or installation. Should the Town, for any reason, terminate the services of EMC prior to a date five years from the initiation of EMC services, the Town shall pay to EMC the unamortized cost of this equipment. The amortization shall be computed on the full cost of this equipment over a five-year period on a straight line basis.

**Effluent/Water Quality.** EMC shall operate and maintain the Facilities in such manner that the effluent/water quality is maintained at all times at a level equal to, or better than, the requirements established by the U. S. Environmental Protection Agency (USEPA), and the Indiana Department of Environmental Management (IDEM). EMC will guarantee effluent/water quality up to design flows and loadings. (See Appendix A.)



**Fines.** EMC shall be responsible and liable for penalties or fines which may be imposed by the USEPA, IDEM, or any other regulatory agency having jurisdiction for any effluent/water quality violations which result due to problems associated with lack of adequate process control or improper operations of the Facilities resulting from EMC's negligence. EMC shall not be liable, however, if it can justify by appropriate documentation and evidence that the effluent/water quality violations occurred as a result of the causes cited in Appendix A.

EMC shall also be responsible for penalties or fines imposed by USEPA or IDEM or any other regulatory agency having jurisdiction for any sewer discharges which result due to improper operation of the Collection System resulting from EMC's negligence. EMC shall not be responsible for fines imposed for discharges or bypasses from sewers or facilities with restricted capacities due to accumulation of sewer solids, prior to EMC's initial scheduled cleaning; nor shall EMC be responsible for fines imposed for discharges or bypasses resulting from inadequate or non-permitted Facilities or flows exceeding design capacities.

EMC shall also be responsible for fines or penalties imposed by USEPA, IDEM, or any other regulatory agency having jurisdiction, for failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc., for reasons resulting from EMC's negligence during the period of this Agreement.

**Corrective Action.** In the event that the effluent/water quality is not in compliance with Federal, State or Local regulations, EMC will submit a report to the Town outlining the proposed corrective action and a schedule thereof.

**Sludge Management and Sludge Disposal.** EMC shall be responsible for handling and disposing of treatment sludge in a manner consistent with existing USEPA and IDEM regulations. EMC will coordinate the treatment sludge disposition using a local landfill, as has been past practice, with the cost of this program incorporated into the compensation to be paid EMC.

**Handling and Disposal of Contaminated Sludge.** If the influent contains abnormal or biologically toxic substances, the sludge from such influent may be deemed contaminated. EMC shall make every effort to isolate such contaminated sludge consistent with current USEPA and IDEM guidelines. The Town shall reimburse EMC for overtime and costs directly related to the disposal of the contaminated sludge plus a 10% administrative fee.

If any sludge from the Facilities is classified as hazardous waste as defined by USEPA, which means that the regulatory agencies require the sludge to be transported to a designated hazardous waste landfill, EMC shall notify the Town and request permission to transport the sludge to a designated landfill. The Town shall reimburse EMC for the cost of overtime, transport, landfill fees, and any other

*out-of-pocket costs associated with the handling and disposal of the sludge plus a 10% administrative fee.*

*Testing. EMC shall sample and perform the appropriate influent, effluent, water, stream, and sludge testing as outlined in the Town's NPDES and water permits. Should the scope or frequency of testing change due to the requirements of these permits or to any regulatory or administrative action, EMC's compensation shall be adjusted upward or downward to reflect the change in its costs.*

*Laboratory Analysis. EMC shall perform the necessary testing and laboratory analyses as required by the Town's current NPDES, and water permits as well as for process control. EMC shall prepare all NPDES, water, and state permit monitoring and operation reports, and submit them to IDEM with monthly copies to the Town.*

*Reporting. EMC and the Town shall develop reporting and communications procedures satisfactory to the Town. EMC will submit monthly reports to the Town and regulatory agencies in accordance with the mutually established communications procedures, including reports on effluent/water quality performance during the month and a log report of all citizens' complaints. On an annual basis, EMC will provide formal reports to the Town on projection of capital needs, and assist the Town with the preparation of annual budgets.*

*Records of Operation. EMC shall maintain necessary and sufficient records of operation and maintenance activities to meet Local, State, and Federal requirements under the NPDES, and water permits. These records will be the property of the Town. EMC will maintain these records at appropriate Facilities sites, available for use by authorized Town personnel.*

*Liaison. EMC will be responsible for representing the Town with the relevant regulatory agencies and the Town will be informed of all meetings, hearings and relevant information and will be entitled to participate in any of the above. The Town will designate a primary contact between EMC and the Town.*

*Safety. EMC shall administer a site-specific safety program to include training, record keeping, and safety meetings, all in conformance with the Town safety program, OSHA regulations, and any requirements of the State of Indiana.*

*Training. EMC shall implement an ongoing training program with classroom and hands-on training for all personnel. Training will include, but not be limited to, safety, computer skills, facilities operations and maintenance, collection system cleaning and maintenance, and laboratory operations and maintenance.*

**Insurance.** EMC shall maintain the following insurance during the term of this Agreement:

- |  |                            |
|--|----------------------------|
| A. Worker's Compensation                       | As Required by Statute     |
| B. Comprehensive General Liability:            |                            |
| I. Bodily Injury & Property Damage             | \$1,000,000 per occurrence |
|  | \$2,000,000 aggregate      |
| ii. Personal Injury Liability                  | \$1,000,000 aggregate      |
| C. Comprehensive Automobile Liability:         |                            |
| I. Bodily Injury & Property Damage<br>Combined | \$1,000,000 per occurrence |
| D. Umbrella Coverage                           | \$10,000,000               |

EMC shall furnish the Town with satisfactory proof of such insurance, and each policy shall require a 30 day notice of cancellation or material change to be given the Town while this Agreement is in effect. These policies will be in effect at the time EMC takes possession of the Facilities. The Town of Sellersburg shall be listed as an additional insured in the Public Liability Policy.

**Odor Control.** EMC shall operate the Facilities in such a manner as to minimize the generation of odors through an ongoing odor control program, and deal in a concerned, professional manner with any individuals or community groups concerned with odors. EMC shall operate the Facilities at a high standard of physical appearance consistent with all EMC-managed locations.

**Grounds Maintenance.** EMC shall be responsible for all grass mowing, trimming, or other grounds maintenance of the Facilities, and pumping stations utilizing the Town's equipment.

**Capital Budget Submission.** EMC shall be knowledgeable about the Town's capital expenditure program for the Facilities. Within 180 days from the commencement of this Agreement, EMC shall submit a recommendation of capital improvements EMC believes necessary to upgrade the Facilities covered under this Agreement, however, implementation of these recommendations by the Town is not a condition of EMC's performance under this Agreement. Annually thereafter, EMC shall submit its recommendations regarding additions to, or deletions from, the Town's scheduled program. EMC will submit a detailed rationale for any changes or additions, and preliminary cost estimates. Review and approval of these capital expenditures shall remain the authority of the Town.

**Inventory.** Within 120 days from the commencement of this Agreement, EMC shall submit an inventory of the equipment, tools, materials, consumables and expendable supplies, and spare parts at the Facilities which are a component to this Agreement. The Town shall have 20 days to verify and accept EMC's list. At the termination of this Agreement, EMC shall pay the Town in the event that the inventory of these items is less at the time of termination than this initial inventory. EMC agrees to maintain an adequate spare parts inventory for proper maintenance and repair of the Facilities.

Any purchase of equipment, tools, materials, supplies, spare parts, or capital improvements shall, upon the purchase thereof, become the sole and absolute property of the Town subject only to the terms of this Agreement. At the termination of this Agreement, all said items shall be turned over to the Town. Only purchases of items by EMC which are outside the scope of this Agreement and are not directly or indirectly reimbursed by the Town, including all EMC sludge equipment, shall be titled in and remain the property of EMC.

### III. RESPONSIBILITIES OF THE TOWN

The Town shall provide for EMC's use all equipment, structures, and vehicles under its ownership presently assigned to the Facilities which are components to this Agreement. The Town will be responsible for the cost of replacing these items, including the vehicles presently assigned to the Facilities as listed on Appendix B.

The Town shall maintain all existing licenses, permits, and agreements which have been granted to the Town as owner of the Facilities, and shall procure all others necessary to operate, maintain and manage the Facilities covered by this Agreement.

The Town will provide office space and all utilities for EMC administrative employees located at the Town Hall building. Office supplies and postage expense for billing and collection efforts will be borne by EMC.

**Town Insurance.** The Town agrees to purchase and maintain property and structures liability insurance and earthquake insurance policies, including extended coverage plus vandalism and malicious mischief to the full insurable value of the Facilities and all Town-owned vehicles.

### IV. COMPENSATION

#### A. Fixed Compensation

**Fixed Compensation.** During the first twelve months, the Town shall pay EMC, as compensation for the services to be performed as described in this Agreement, the sum of \$44,706.83 per month (\$536,482 annually) with CPI adjustments as specified hereinafter (the "Fixed Compensation"). Monthly payments are due the 10th of each month for which services will be rendered, upon presentation of invoices by EMC.

*Late payments shall accrue interest at the then current prime rate plus one percent per annum on the unpaid balance.*

*The annual compensation amount shall be adjusted on August 1, 1996, and on every subsequent August 1 date of the Agreement term. The adjustment will be based upon the percentage change in the CPI-North Central Class D for the entire period preceding each adjustment date. Annual compensation adjustments will be cumulative.*

**Example:**

*The following is an example of the CPI calculation based on a start date of August 1, 1995.*

1. *For the months of July, 1995, and July, 1996, the CPI figures are as follows:*

<i>CPI</i>	<i>July, 1995</i>	<i>July, 1996</i>
	<i>100</i>	<i>105</i>

2. *The monthly compensation is \$100,000 and is adjusted by the following calculations:*

$$105-100/100 = .05$$
$$\$100,000 \times 1.05 = \$105,000$$

*The new monthly compensation starting in August, 1996, is \$105,000.*

3. *For the months of July, 1996 and July, 1997, the CPI figures are as follows:*

<i>CPI</i>	<i>July, 1996</i>	<i>July, 1997</i>
	<i>105</i>	<i>110</i>

4. *The monthly compensation as of August, 1996, is \$105,000 and is adjusted by the following calculations:*

$$110-105/105 = .048$$
$$\$105,000 \times 1.048 = \$110,040$$

*The new monthly compensation starting in August, 1997, is \$110,040.*

*The above calculation is an example only and does not predict the actual monthly compensation for future years of this contract.*

**B. Variable Compensation**

**Electricity Adjustment.** *During the first twelve months, the Town shall pay EMC for electrical usage requirements, which includes electricity for all facilities referenced in*

Appendix B, as well as 2/3 of electricity charges for the Town Hall, the sum of \$9,435 per month (\$113,220 annually) (the "Electrical Compensation"). This amount will be adjusted, whenever there is a change in electricity rates, retroactive to the date of the change. During any contract year, twenty-five percent (25%) of amounts expended by EMC which aggregate to a total less than the amount specified herein for electricity, will be returned to the Town within 60 days of the end of the contract year. Any amounts over the amount described in this section will be borne by EMC.

**Chemicals Adjustment.** During the first twelve months, the Town shall pay EMC for chemical usage requirements, the sum of \$2,899.58 per month (\$34,795 annually) with CPI adjustments as specified hereinbefore (the "Chemical Compensation"). During any contract year, twenty-five percent (25%) of amounts expended by EMC which aggregate to a total less than the amount specified herein for chemicals will be returned to the Town within 60 days of the end of the contract year. Any amounts over the amount described in this section will be borne by EMC.

**Maintenance and Repair Adjustment.** During the first twelve months, the Town shall pay EMC for maintenance and repair requirements, for items under \$2,000 individually, the sum of \$5,250 per month (\$63,000 annually) with CPI adjustments as specified hereinbefore (the "Maintenance Compensation"). Any amount less than the amount described herein not expended by EMC for maintenance and repair during a given contract year will be returned to the Town in full within 90 days of the end of the contract year. During any contract year amounts expended by EMC which aggregate to a total greater than the amount described herein for maintenance and repair items will be the responsibility of EMC.

**Water/Wastewater Flows and Loadings.** At the end of the first twelve months of the Agreement, EMC will submit the following data to the Town for the purposes of establishing benchmark flows and loadings for the Facilities:

Water

Average Annual Demand	_____	MGD
Average Annual Daily Turbidity	_____	NTU

Wastewater

Average Annual Daily Flow:	_____	MGD
Average Daily Influent BOD:	_____	lbs.
Average Daily Influent TSS:	_____	lbs.
Average Daily Influent NH <sub>3</sub> -N	_____	lbs.
Average Daily Influent TKN	_____	lbs.

Upon the Town's approval of this data, the above blanks will be filled in with the appropriate figures and will serve as the benchmark data for this Agreement. If during any twelve month period the average flow and/or loadings increase by 10% or more, the Town shall pay to EMC additional compensation to reflect the change. The parties will negotiate the additional compensation to reflect actual cost data submitted

by EMC, to the extent that such data are available and can be traced to the flow and loadings changes (the "Flow and Loading Compensation").

The Town and EMC agree if during any twelve month period the average flow and/or loadings decrease by 10% or more, the Town at its option shall be entitled to renegotiate the terms of the contract. The Town and EMC agreed to negotiate any changes to the contract in good faith.

The Town and EMC agree that the aggregate of any Electrical Compensation, Chemical Compensation, Maintenance Compensation and Flow and Loading Compensation to be paid in any year by the Town to EMC pursuant to this section shall not exceed 90% of the Fixed Compensation for that year as hereinbefore described.

### **C. Other Compensation Terms**

**Expenses.** EMC shall pay all expenses required for the normal operation and maintenance of the Facilities including, but not limited to, personnel costs, fuels, chemicals, utilities (2/3 utilities at Town Hall), services, spare parts, materials, and expendable supplies.

Examples of items not paid for by EMC include, but are not limited to, the following:

- \* Change in scope of services;
- \* Individual maintenance and repairs as defined hereinafter;
- \* Capital expenditures as defined hereinafter;
- \* Any damages which result from an Act of God, the Town, or any third party.

**EMC's Guarantee of Service Excellence.** EMC is dedicated to customer service excellence and communication to the extent that we are willing to risk part of our fee. Our Guarantee of Service Excellence is simple. If at anytime the Town Board feels that EMC's performance is unsatisfactory, they will have the contractual right to withhold up to \$3,000 per quarter of our fee. The Town is the final arbiter in the decision.

**Staffing.** EMC's compensation amount above includes assumption of the Town staff for water/wastewater treatment plant, sewer maintenance, water distribution, and utility billing systems in place at the commencement of this Agreement. These Town employees transferring from the Town payroll to the EMC payroll will continue employment with EMC throughout the life of this Agreement unless the individual voluntarily severs the employment relationship or just cause exists for the individuals employment to terminate.

All employees will be provided with a pay rate and employment benefit package comparable to the level of pay and benefits provided by the Town. Appendix D to this Agreement details a comparison of single/dependent major medical insurance coverage between the Town plan and the EMC plan available to employees at the commencement of this Agreement. During the period of August 1, 1995 through July 31, 1998, any employee who can demonstrate that one's out-of-pocket major medical expenses were higher under the EMC plan as compared to the Town current plan will be reimbursed the difference in full by EMC.

EMC agrees to pay employees on a weekly basis throughout the duration of this Agreement. All employees will be protected from losing accrued leave benefits. Additionally, EMC agrees to advance vacation pay of up to the length of vacation to all employees taking vacation when proper notice of said vacation is given to EMC.

**Annual Maintenance and Repair Costs.** EMC shall pay all individual repair parts, maintenance materials and maintenance services items under \$2,000, excluding EMC labor, during the term of this Agreement. Any maintenance or repair item which costs in excess of \$2,000 shall be approved in advance by the appropriate Town representative and paid directly by the Town.

Included in the maintenance and repair budget will be appropriate preventive and corrective maintenance on all Town fire hydrants. EMC shall not, however, be responsible for the transfer between Town funds of amounts stemming from fire hydrant maintenance as has been past Town practice.

**Capital Expenditure.** For the purpose of this Agreement, a capital item will be defined as any item of equipment or repair which represents a non-routine type of purchase or repair and costs more than \$2,000. All capital replacements which are to be paid for directly by the Town and charged against the Town's capital expenditure fund, shall be submitted to the Town for approval prior to proceeding with the replacement, except in cases of an emergency where EMC may purchase the item and rebill the Town. Each request will identify cause for repairs, estimated costs for repairs, cost for replacement, justification and degree of urgency for replacement.

**Sales Tax/Corporate Tax.** As has been past Town administration practice, EMC will include required sales tax amounts on all water billing invoices. Upon collection of this sales tax by EMC, EMC will deposit said funds in the Town's designated Bank account. As appropriate, EMC will remit said collected taxes to the appropriate taxing authorities. Upon said remittance, EMC will invoice the Town of Sellersburg for the identical amount, said refund due EMC by the Town within 10 days of receipt of invoice. EMC will also be responsible for paying the quarterly corporate tax. Upon said remittance, EMC will invoice the Town of Sellersburg for the identical amount, said refund due EMC by the Town within 10 days of receipt of invoice.



V. MISCELLANEOUS

**Term.** Services shall be retroactive to on August 1, 1995, and end on July 31, 1998, unless the Agreement is extended or terminated as hereinafter provided.

**Termination.** Either party to this Agreement may terminate this Agreement upon material breach by the other party providing such terminating party first provides written notice of such breach to the other party, and assuming that such breach of performance issue is not corrected within 90 days. In this event, EMC shall continue to provide the operations staff for a period of at least 90 days beyond the date of termination at cost plus 12%.

The Town shall have the right to cancel without cause after the expiration of three (3) years.

**Extension.** The Town, at its option, may extend the Agreement for two (2) one (1) year periods under the same terms and conditions as stated herein. The first extensions shall cover the period of August 1, 1998 through July 31, 1999, the second option for an extension shall cover the period of August 1, 1999 through July 31, 2000. The exercise of either option must be completed in writing within one hundred twenty (120) days prior to the expiration of the initial Agreement or expiration of any renewal periods.

**Representative.** The Town will inform EMC in writing at the inception of this contract, the name and title of the Town's authorized representative.

**Warranties and Guarantees.** EMC shall assist the Town with enforcement of existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the Agreement is executed. The Town shall cooperate with EMC on any existing guarantees and warranties for the mutual benefit of the Town and EMC.

**Noncollusion.** EMC certifies, under the penalties for perjury, by the signature of the duly authorized corporate representative below, that it has neither given nor received anything of value other than the consideration set forth herein, to secure this Agreement with the Town of Sellersburg, Indiana. It further certifies, that EMC has not promised anything of value to any agent, employee, or officer of the Town of Sellersburg, Indiana nor colluded with them to obtain this Agreement.

**Scheduled Meetings.** EMC shall meet with the designated Town representative at the Town's convenience, at least on a monthly basis. The purpose of these meetings will be to discuss the operations at the Facilities with special emphasis placed on items which are unique, or are funded by the Town's capital expenditure fund.

**Existing Laws.** EMC shall comply with all applicable Local, State, and Federal laws and regulations as they pertain to the Facilities.

**Changes.** In the event that any changes in the scope of the operation of the Facilities shall occur, including but not limited to, changes in governmental regulations or reporting requirements, effluent standards, pretreatment programs and testing, collection system cleaning requirements, sludge disposal restrictions, or changes in scope of services in Article II of this Agreement, which increase the cost of operating the Facilities, EMC shall be entitled to additional compensation which shall be retroactive to the date of the change and negotiated by the parties within 90 days.

Any changes in scope of services which decrease the cost of operating the Facilities shall entitle the Town to a reasonable amount of reduction in the operation and maintenance budget, also retroactive to the date of change.

**Hold Harmless.** EMC agrees to and shall hold the Town, its elected and appointed officers, and its employees, harmless from any liabilities for claims or damages for personal injury or property damage which is caused by, or arises from the negligence of EMC. Such indemnification shall include, but not be limited to, indirect consequential and pollution damage. In turn, the Town agrees to and shall hold EMC, its officers and its employees, harmless from any liabilities for claims or damages for personal injury or property damage that is caused by, or arises from, the negligence of the Town.

**Comparative Responsibility.** In the event that both EMC and the Town are found by an independent fact finder to be negligent, and the negligence of both is the proximate cause of such claim for damage for personal injury or property damage, then in such an event each party shall be responsible for the portion of the liability equal to such party's comparative share of the total negligence.

**Waiver.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**Assignments.** This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be an affiliate or successor of either party.

**Nondiscrimination.** EMC agrees and shall refrain from unlawful discrimination in employment and undertakes affirmative action to ensure a quality of employment opportunity and eliminate the effects of past discrimination; shall comply with procedures and requirements of the State Human Rights Department's regulations concerning equal employment opportunity and Affirmative Action; and shall provide such information, with respect to its employees and applicants for employment and assistance as the department may reasonably request.

**Relationship.** It is understood that the relationship of EMC to the Town is that of an independent contractor and that none of the employees or agents of EMC shall be considered employees of the Town.

**Force Majeure.** Each party's performance under this Agreement shall be excused if the party is unable to perform because of actions due to causes beyond its reasonable control, including but not limited to, Acts of God, the acts of civil or military authority, floods, epidemics, quarantine restrictions, riots, strikes, and commercial impossibility. In the event of any such force majeure, the party unable to perform shall notify the other party within 24 hours of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

**Authority to Contract.** Each party warrants and represents that it has authority to enter into this Agreement. The Town warrants, represents and certifies that it has appropriate funds available for payments to EMC required by this Agreement. If the Town is unable to provide appropriate funds, EMC shall have the option of terminating this Agreement.

**Access.** EMC agrees to allow Town officials access to the Facilities covered by this Agreement during normal working hours.

**Notices.** All notices shall be in writing and shall be delivered in person or transmitted by certified or registered mail, return receipt requested. Notices required to be given to EMC shall be addressed to:

**Environmental Management Corporation**  
689 Craig Road  
St. Louis, Missouri 63141

**Attention: Mr. Michael S. McKee, President and C.O.O.**

Notices required to be given to the Town shall be addressed to:

**Town of Sellersburg**  
316 East Utica  
Sellersburg, Indiana 47172

**Attention:** \_\_\_\_\_

**APPENDIX A: EFFLUENT/ WATER QUALITY GUARANTEE**

*EMC will operate and maintain the Water/Wastewater Treatment Plants so that the effluent discharged will meet the requirements of the Clean Water Act and the NPDES permit respectively.*

**Wastewater:**

*EMC will be responsible for meeting the effluent quality requirements of the NPDES permits unless one or more of the following occurs:*

- 1. The influent to the treatment plant does not contain adequate nutrients to support operation of biological processes and/or contains toxic substances which can not be removed by existing process and facilities (see Definitions below).*
- 2. Toxic discharges into the sewer system in volumes which would make compliance with discharge limits substantially impossible.*
- 3. The flow, influent BOD, influent TSS, influent Ammonia, and/or influent TKN is greater than the plant design parameters, which are the following:*

<i>Average Flow</i>	<i>1.5 MGD</i>
<i>Peak Flow</i>	<i>3.8 MGD</i>
<i>Influent BOD</i>	<i>2,189 lbs.</i>
<i>Influent TSS</i>	<i>2,502 lbs.</i>
<i>Influent Ammonia</i>	<i>375 lbs.</i>

- 4. If the Treatment Plant can operate only at a reduced capacity due to the construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond EMC's control.*

**Water:**

*EMC will be responsible for meeting the finished water quality requirements of the Clean Water Act unless one or more of the following occurs:*

- 1. The raw water to the treatment plant contains toxic substances which can not be removed by existing process and facilities (see Definitions below).*
- 2. Toxic discharges into the water supply system in volumes which would make compliance with water quality limits substantially impossible.*

3. *The average demand, peak demand, influent turbidity, influent iron, and influent manganese is greater than the plant design parameters, which are the following:*

<i>Average Demand</i>	<i>4.0 MGD (Per Clark Henson)</i>
<i>Peak Demand</i>	<i>4.3 MGD (Per Clark Henson)</i>
<i>Influent Turbidity</i>	<i>Not Required</i>

4. *If the Treatment Plant can operate only at a reduced capacity due to the construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond EMC's control.*

5. *In the event that influent Lead, and Copper concentrations become excessive when compared to current raw water levels from the existing surface water supply.*

*Definitions:*

*Toxic:* *Any substance or combination of substances contained in the influent to the Treatment Plant in sufficiently high concentrations so as to interfere with the treatment processes necessary for the removal of organic and chemical constituents of the wastewater required to meet the discharge requirements of the NPDES permit.*

## **APPENDIX B: FACILITIES DESCRIPTION**

### **Wastewater Plant**

- 1 Bar Screen**
- 1 Shredder**
- 1 Pista Grit Removal System**
- 2 United Oxidation Ditches**
- 2 Aerobic Digesters**
- 2 Chlorine Contact Tanks**
- 2 Chlorine Disinfection Systems**
- 1 Post Aeration System**
- 1 Sulfur Dioxide Dechlorinator**
- 6 Sludge Drying Beds**

### **Water Plant**

#### **5 Wells**

- ▶ **No. 1 well pumps 668 gpm**
- ▶ **No. 2 well pumps 329 gpm**
- ▶ **No. 3 well is not in service**
- ▶ **No. 4 well is not in service**
- ▶ **No. 5 well pumps 800 gpm**

#### **1 Aeration Tank**

#### **3 Rapid Sand Filters**

#### **1 Clear Well**

#### **1 Chlorine Disinfection System**

#### **2 Backwash Filter Lagoons**

### **Water Distribution System**

#### **50 Miles of Water Main**

#### **1 Seller's Avenue Water Tank**

#### **1 Holman's Lane Water Tank**

#### **1 Highway 60 Water Tank**

### **Wastewater Collection System**

#### **18 Lift Stations**

#### **3 Flood/Effluent Pump Stations (three by-passes)**

#### **158,400 Feet of Sewers (30 miles)**

#### **SSO's - N/A**

Vehicles and Equipment

<b>YEAR</b>	<b>MODEL</b>	<b>CONDITION</b>	<b>COMMENTS</b>	<b>DEPT.</b>
1986	<i>Chevrolet 1/2 Ton Pickup</i>	<i>Poor</i>	<i>Uses oil &amp; transmission fluid</i>	<i>WTP</i>
1990	<i>Ford F350 Utility Truck</i>	<i>Good</i>		<i>WTP</i>
1992	<i>Ford F150 Svc. Truck</i>	<i>Good</i>	<i>New transmission</i>	<i>WTP</i>
1988	<i>Dodge Ram Charger</i>	<i>Good</i>	<i>300 Mi. on motor</i>	<i>WTP</i>
1994	<i>Chevrolet 1 Ton Dump</i>	<i>Good</i>	<i>4 WD w/snowplow</i>	<i>WTP</i>
1993	<i>Case 360 Backhoe</i>	<i>Good</i>	<i>8 yrs. payments remaining</i>	<i>WTP</i>
1985	<i>Case 480 Backhoe</i>	<i>Good</i>		<i>WTP</i>
1968	<i>Low Boy Trailer</i>	<i>Good</i>	<i>Transport backhoes</i>	<i>WTP</i>
1986	<i>Chevrolet Custom Dix</i>	<i>Fair</i>	<i>72,2421 mi., tires poor</i>	<i>WWT</i>
1993	<i>For F250 XL</i>	<i>Good</i>	<i>Battery needs tested</i>	<i>WWT</i>
1992	<i>Ford F350 Utility Truck</i>	<i>Good</i>		<i>WWT</i>
1993	<i>Ford F250 XL 4X4</i>	<i>Good</i>	<i>Gas gauge faulty —warranty</i>	<i>WWT</i>
1987	<i>Ford F700 Dump Truck</i>	<i>Good</i>		<i>WWT</i>
	<i>4" Marlow Pump</i>	<i>Good</i>	<i>Trailer mounted</i>	<i>WWT</i>
	<i>175 Air Compressor</i>	<i>Good</i>	<i>151 hrs.</i>	<i>WWT</i>
1992	<i>Sreco Sewer Flusher</i>	<i>Good</i>	<i>285 hrs., repair hose end</i>	<i>WWT</i>
1991	<i>Portable Generator</i>	<i>Unknown</i>	<i>70 hrs., won't start</i>	<i>WWT</i>
1991	<i>Portable Generator</i>	<i>Good</i>	<i>69 hrs.</i>	<i>WWT</i>
	<i>Portable Generator</i>	<i>Unknown</i>	<i>45 hrs., won't start</i>	<i>WWT</i>
	<i>Floater</i>	<i>Unknown</i>	<i>199 mi., won't pump</i>	<i>WWT</i>

**APPENDIX C: Capital Expenditure Estimate**

**Software (\$10,590)**

- TAABS - \$4,970
- Side Arm - \$2,000
- Operations PAC - \$1,545
- Word Perfect - \$500
- WorkSafe - \$400
- Lotus - \$500
- Paradox - \$125
- Miscellaneous - \$550

**Hardware (\$10,000)**

- Fax - \$500
- Printers (Plant & Office) - \$1500
- WWTP computer - \$3,000
- 2-person network for office \$5,000

**TOTAL - \$20,590**



## APPENDIX D: BENEFITS COMPARISON

### Single Person:

#### The Town of Sellersburg:

• Premium Contribution (\$6.83 x 52)	\$355.16
• Annual Co-Pays (estimated)	<u>50.00</u>
	<u>\$405.16</u>

#### Environmental Management Corporation:

• Premium Contribution	\$ 0.00
• Annual Deductible	100.00 <sup>(B)</sup>
• Annual Co-Pays	0.00
• Medical Expenses of \$2,500.00 <sup>(A)</sup>	<u>500.00<sup>(B)</sup></u>
	<u>\$ 600.00</u>

### Dependent Coverage:

#### The Town of Sellersburg:

• Premium Contribution (\$59.38 x 52)	\$3,087.76
• Annual Co-Pay (estimated)	<u>100.00</u>
	<u>\$3,187.76</u>

#### Environmental Management Corporation:

• Premium Contribution (\$100.00 x 12)	\$ 1,200.00
• Annual Deductible	300.00 <sup>(B)</sup>
• Annual Co-Pays	0.00
• Medical Expenses of \$5,000.00 <sup>(A)</sup>	<u>1,000.00<sup>(B)</sup></u>
	<u>\$2,500.00</u>

<sup>(A)</sup> Assumes out-of-network services. Use of the P.P.O. will provide even more cost effective medical services.

<sup>(B)</sup> This expense assumes the maximum out-of-pocket medical expenses are incurred by the employee during the reporting period. In a year with zero medical expenses, this entire amount will be retained by the employee.

**IN WITNESS WHEREOF, the parties sign this Agreement as of the date first above written.**

**WITNESS:**

**TOWN OF SELLERSBURG**

David Broady  
Quellman  
[Signature]

Stanley E. Tucker  
**Town Council President**

**WITNESS:**

**ENVIRONMENTAL MANAGEMENT CORPORATION**

Ronda H. Schaefer <sup>Not This</sup> →

President

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Attorney McCall Addresses Council/Contract With Environmental Management Company

Attorney McCall stated back about 10 days ago we entered into another contract with EMC, that contract was forwarded back to Ice Miller Donadio & Ryan, Bond Council, there needed to be additional changes dealing with fixed compensation and one dealing with variable compensation based upon the consumer price index. The new contract has been changed to do that and the purpose of changing the contract in the first place was to bring us into compliance concerning bond issues. The information contained here does just that. These contracts need to be adopted before the finalization of the bond issued which is September 7th, Thursday. The changes particularly are the fixed compensation is now \$536,482.00 annually, that's based on fixed compensation which any adjustment to that will be based on the consumer price index as indicated in the previous contract. Then what they have done, they've put another section in regarding variable compensation, they give you the electricity adjustment, chemical adjustment and maintenance and repair adjustments. The electric adjustment if you recall in the previous contract, the electric would be the amount they determined was \$113,220.00 that would be the same, same with the chemicals, that amount \$34,735.00 annually remains the same and maintenance and repair adjustments remain the same. The only difference is those three variables, any adjustments to them is based on the consumer price index, there is the same clause in there that 25% of the amount spent, if it totals less than the amount specified the difference would return to the town which is part of the previous contract. The only other change which remains the same is the length of the contract. This contract supercedes and voids all other contracts.

Motion to approve EMC's contract as presented and this contract voids and supercedes all other contracts retro back to August 1st made by Council Member Eddings and seconded by Council Member Truman.

Vote 4-0

(Copy Of Contract Follows)

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Attorney McCall Addresses Council/Silver Creek Swimming Pool Inc.

Attorney McCall stated I wanted to bring you up to date. I've obtained some information on the swimming pool, the financial information. I've got the deed and the corporation, Silver Creek Swimming Pool is no longer in existence. I'm going to take legal action to try and get it in our name, the town, since we are paying on the pool. We can do that based upon the financing.

Attorney McCall Addresses Council/Sewer Rates Outside Town Limits

Attorney McCall stated I don't understand how we come up with a rate that we are going to charge someone out of town. I know that Jeffersonville has this schedule of charges but I'm not sure how they determine that amount.

Council Member Truman stated you can talk to Jim Marra. He's over the billing department for Jeff City.

Council Member Broady stated I have another idea. I'd like to bring before the board probably at the next meeting, a revision of a new tap in fee, raising our tap in fee for the sewer department and I've give it some thought on the sewer rates for out of town residents and I have a problem with it, so being the fact that the sewers were basically thrown in the peoples laps the same as they was by the county. There were mandated. There is alot of elderly people that live outside of town that I don't think can afford higher sewer rates. I think we need to give that some consideration. We do have higher sewer rates than most everybody else in the county and what I would like to see possibly is from now on is raise the tap in fee for those in town and raise the tap in fee substantially for anyone outside of town. One of the reasons that Jeff and Clarksville do it is because they were approached by developers on the outside. We had sewer bills before we got sewers. They helped pay off the old sewer plant. I just think we ought to give it some thought about the older people who live outside of town. This would be a hardship on them. I'd like the board to think about that.

Council Member Truman stated we have developments too, Covered Bridge, I mean they are not exactly hurting.

Council Member Broady stated I agree there but it's another consideration that I'd like looked at.

President Tucker stated sounds like, I don't know if this is apples and oranges or not but if Perry is able to put together based on the 1/5% for people outside of the city as sort of option #1 and what I hear, option #2, it's not to affect the people outside the city that we raise our tap in fees in the future to offset that expense, sounds like we have two to choose from.

Council Member Truman stated what about putting some type of waiver for the surcharge if they are above a certain age and meet certain financial criteria.

President Tucker stated that's kind of a administrating nightmare.

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Attorney McCall Addresses Council/Sewer Rates Outside Town Limits

Council Member Eddings stated I am requesting, I would like for you to give us some type of time allotment for the Clerk Treasurer, Deputy Clerk Treasurer and Clerk on municipal, waste water and water treatment work, on bonds and those type things that you have to do in your office that can't be done by EMC. The work has to be done by the Clerk Treasurer or Deputy Clerk, since we've got the salary ordinance locked in, if you could give us how much like 5% of your time of 10%, some value. We could bounce it against the salary ordinance and know what the taxpayers are paying for as opposed to the people who are getting the service and not paying for it.

Ms. Schafer stated the taxpayers are getting their 40 hours from us.

Council Member Eddings stated right, but there are people outside the town that are not paying taxes, they have water and sewer and you all are doing work for them and they are not paying any taxes.

Ms. Schafer stated that's probably where the extra hours I work come in.

Council Member Eddings stated if you could come up with some type of percentage, you spend this much time working on utilities and we can bounce that against the salary ordinance.

Council Member Alexander stated we've still got fire hydrant rentals.

Ms. Schafer stated well that's in the budget, that's like issuing a check to Tom is all that is. I don't do the payroll anymore.

Council Member Eddings stated but you deal with bond issues.

Ms. Schafer stated there again I give the taxpayers 40 hours a week so anything I work over you can take that into consideration for utilities.

President Tucker stated but he needs to know what that is, he needs to get a percentage.

Ms. Schafer stated I come in anywhere from 6 to 7 a.m.

President Tucker stated like an hour a day.

Ms. Schafer stated but see 40 hours, I feel is a work week.

Council Member Eddings stated what we are after is we want to be able to tie a dollar figure so if we choose any of these options we can legitimately say look the taxpayers are paying this and the people outside of the city that are getting the same service are not paying this that's why we want to raise tap in fees higher outside the city, raise the rate or as Karl suggested come up with...

Ms. Schafer stated I really don't do anything for the utilities anymore other than what I'm required by law to do and that is my civil duty.

President Tucker stated can you two work it out.

Council Member Eddings stated yes.

President Tucker Addresses Council/Margaret Dreyer Property

President Tucker stated Linda and I went out and saw Margaret Dreyer back on June 28th and basically talked to her about selling land next to the sewer treatment plant to build a retaining basin sometime in the future for the water over flow and we basically have a 90 day commitment from June which runs through September 28th, give or take a day and I really think, I've talked to John, talked to Dave, talked to Doug, and I don't know Ken if you and I have talked about it or not and Karl, I'm not for sure but I really think we ought to go ahead and exercise this option and get this land. It's basically \$10,000.00 an acre, which is exactly what we paid for the sewer treatment plant land and what the airport paid for the airport land so it's not like we are having to pay anymore than anybody else did. We may not have the money to do this next year but we are still going to need the land sometime in the future so I would like to entertain a motion to approve the purchase of the land and Perry and John will have to get together to get the right description. We want to buy the right piece of land.

Motion to proceed with the purchase of land from Margaret Dreyer made by Council Member Broady and seconded by Council Member Eddings.

Vote 4-0

President Tucker Addresses Council/Cleaning Service For New Town Hall

President Tucker stated as you know the town hall is twice, maybe three times as big as it was before with the public areas and the rest rooms. It will be the town meeting area and so forth and Linda would like to contract someone to come in and clean the public areas and the meeting room. We do this now at the library, we assist in the clean up.

Council Member Truman stated we do need a cleaning service.

Motion made by Council Member Truman to approve a cleaning service and to get two or three bids from local companies to do this and seconded by Council Member Alexander.

Vote 4-0

President Tucker Addresses Council/Mileage Reimbursement

President Tucker stated Robert Campbell, who is the secretary for the Metro Police Pension had to make a trip up to Indianapolis to learn about some changes that have been made. It is 212 miles and I think we ought to reimburse Mr. Campbell for making that trip. We have on occasion reimbursed mileage in other situations.

Motion made to approve reimbursement for mileage to Mr. Campbell made by Council Member Truman and seconded by Council Member Eddings.

Ms. Schafer stated the reason I prepared that letter, there was no signed ordinance on that and originally it said 8¢ per mile so by not having a signed ordinance I went back and looked through the minutes back whenever it was passed and it did document that the ordinance passed at that time but was not signed.

President Tucker Addresses Council/Mileage Reimbursement

Council Member Truman amended his motion to pay at the state rate and this motion was seconded by Council Member Eddings.

President Tucker stated to Attorney McCall you may want to draft an ordinance that complies.

Council Member Truman stated I would suggest that the ordinance, so we don't have to change it read that it would be paid at the state mileage rate because the state sets that.

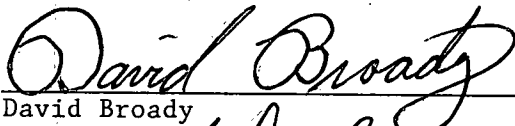
Vote 4-0

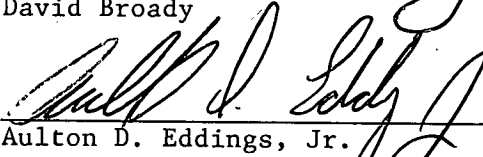
Adjournment

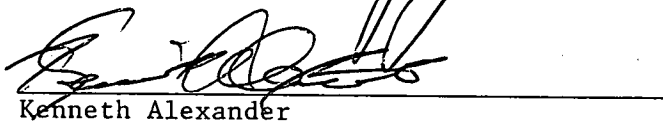
Motion made by Council Member Eddings to adjourn this meeting and seconded by Council Member Broady.

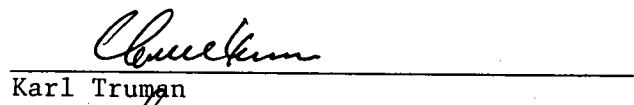
Vote 4-0

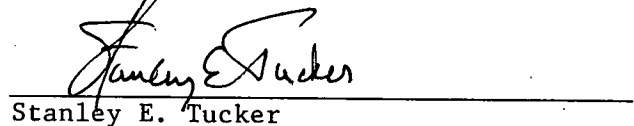
With no further business this meeting was adjourned by President Tucker at 7:37 p.m.

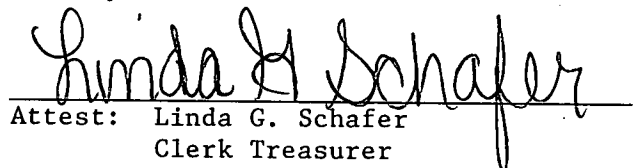
  
\_\_\_\_\_  
David Broady

  
\_\_\_\_\_  
Aulton D. Eddings, Jr.

  
\_\_\_\_\_  
Kenneth Alexander

  
\_\_\_\_\_  
Karl Truman

  
\_\_\_\_\_  
Stanley E. Tucker

  
\_\_\_\_\_  
Attest: Linda G. Schafer  
Clerk Treasurer

SELLERSBURG TOWN COUNCIL

September 11, 1995

EXECUTIVE SESSION

An Executive Session of the Sellersburg Town Council was held at the Sellersburg Library at 6:00 p.m. to discuss pending litigation and personnel matters. Those present were: Stanley E. Tucker, Council President; Doug Eddings, Council Vice-President; Ken Alexander, Council Member; Dave Broady, Council Member; Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney arriving at 6:07 p.m. and Karl Truman, Council Member arriving at 6:10 p.m.

Called To Order

President Tucker called the executive session to order at 6:00 p.m.

Topics of Discussion

Bean Road Lift Station  
McDonald's Lift Station  
Camp Chelan Lift Station  
Police Station Sewer  
Villa Drive Sewer  
Villa Drive, Fern St & US 31  
Old Waste Water Treatment Plant  
Lisa Ave. Sewers  
Adkins Court Sewers  
Retention Basin  
Waterline at Holman's Lane  
Ohio Ave/Waterline McDonald's to Hill N Dale  
Claims From Jacobi, Toombs & Lanz  
Sewer Bond Issue  
Covered Bridge  
Schmidt Property/Elevation Studies  
Sewer Rates/Out Of Town Residents  
Remonstrance  
Storm Sewer Easements  
Animal Control

Adjournment

With no further business, President Tucker adjourned the executive session at 6:29 p.m.



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Regular Meeting

A regular meeting of the Sellersburg Town Council was held at the Sellersburg Library at 6:30 p.m. Those present were: Stanley E. Tucker, Council President; Doug Eddings, Council Vice-President; Ken Alexander, Council Member; Karl Truman, Council Member; Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney; Dave Broady, Council Member.

Called To Order

President Tucker called the regular meeting to order at 6:37 p.m.

Prayer

Reverend Tim Weddell offered the prayer for this meeting.

Pledge

The Pledge of Allegiance to the flag was recited.

Minutes of the Last Meeting

President Tucker dispensed with the reading of the minutes from the last meeting and requested a motion to approve the minutes as presented.

Motion made by Council Member Eddings to approve the minutes as presented and seconded by Council Member Alexander.

Vote 4-0

William Paro Addresses Council/Water Bill Adjustment

Mr. Paro stated I just moved into 623 Allen Road in June and we had a broken water pipe that we didn't know about. Our water bill was \$113.00. We haven't got our last bill yet and I'd like to ask the board for an adjustment.

President Tucker asked if the leak has been repaired.

Mr. Paro stated yes sir, I fixed it myself.

President Tucker stated with Sellersburg Lumber parts, if you have the receipts from that, it would be sufficient.

Council Member Truman asked do we know what that adjustment would be.

Mr. Edwards stated it will be hard to estimate how much it should be due to not having records to go by since he just moved in. I will check it out and make the adjustment on the sewer portion.

Sellersburg Town Council  
Regular Meeting  
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Page 3.

William Paro Addresses Council/Water Bill Adjustment

President Tucker stated he will have to look at the history of the previous owner.

Mr. Paro stated it will be different because they had two living there and I have five.

Council Member Truman stated do we need to vote on approving that now or the next meeting when he comes back with the adjustment or is it up to Tom's discretion.

President Tucker stated the policy is being presented to the board and we hear it.

Mr. Edwards stated the policy is being presented to the board and if he doesn't agree with the adjustment, he then can appeal to the board.

Amanda Baird Addresses Council/Water Bill Adjustment

Ms. Baird stated I have a question about my water bill. I moved into 31 Maple Street in November and I had water leaks, alot of water leaks and the people that lived there before me, they had alot of water leaks. I received one of their bills. Right when I moved in I had the water department turn my water on and there was a leak and we fixed the pipe and thught it was fixed, then my water bill in November was \$50.00. I just received a bill for \$526.00 and I can't pay this. My land lady wrote a letter and said it had busted.

President Tucker stated so you rent the property.

Ms. Baird stated yes sir.

President Tucker stated the land lady fixed the pipe.

Ms. Baird stated I fixed them myself.

President Tucker stated but you are still continuing to have leaks.

Ms. Baird stated as far as I know I have no leaks.

President Tucker stated these are old bills.

Ms. Baird stated I paid the bills but for three months they've been outrageous.

President Tucker asked are they carry over bills.

Ms. Baird stated no, sometimes I was late on the bill and I'd pay the late charge.

President Tucker stated I guess I'm confused.

Ms. Baird stated I think they are all fixed. I've tried to get her to help me and she won't. I'm not paying my rent until this is straight.

Mr. Edwards stated he has checked and there was a major leak and explained the information that he had on her account.

President Tucker asked do you have the receipts.

Amanda Baird Addresses Council/Water Bill Adjustment

Ms. Baird stated I have receipts from Sellersburg Lumber. We've always fixed the leaks ourselves. She's had one plumber out there. I asked her for the bill and she can't find it, as far as I know all of the leaks are fixed but I don't know.

President Tucker stated well you are averaging about 16 or 17 thousand gallons until the month of July where it jumped to about 50,000 gallons.

Ms. Baird stated the leak was under the ground and I didn't know it until it saturated the ground.

President Tucker stated well I believe this can fall into an adjustment, can't it Tom.

Mr. Edwards stated it looks like the only one we can adjust is where it shows a usage of 48,000 gallons.

President Tucker stated so that's not going to solve all of the problem.

Mr. Edwards stated also you are talking sewer adjustment and not water.

President Tucker stated sounds like you need to get the land lady back out there with a plumber.

Ms. Baird stated I've tried, it's useless, I guess I ought to move but you know. I mean the sewer is what makes the bill so high anyway.

President Tucker stated well Tom will look into it so if you'll bring your receipts in and he will take care of it.

Ms. Dean stated but her water will not be shut off in the mean time.

President Tucker stated her water will not be shut off.

Tom Edwards Addresses Council/EMC

Mr. Edwards stated at the waste water plant we have experienced some problems with the chlorination mixers. We had one go out and the second one went out within 10 days of each other. We did have two ecoli violations. We have talked to the state, they understand the problem. It should be back to normal soon. The compliance inspections for the January violations we had, there should be no problem with those. On the water side, the Holman Lane project has been completed and a project is currently going on at Allison Lane, which should be tied in tonight. Revenue for the billing office was \$57,209.81. I also have a August expenditure booklet and the claims. This expenditure booklet also takes in some of July's bills that came in late.

Council Member Eddings Addresses Council/Claim From Jacobi, Toombs & Lanz, Inc.

Council Member Eddings presented two claims from Jacobi, Toombs & Lanz, Inc. in the amount of \$260.00 and \$47.50 for Job #8823-A.

Motion made by Council Member Eddings to approve the claims as submitted and seconded by Council Member Truman.

Vote 4-0

Council Member Eddings Addresses Council/Former Employees Re-employment With Town

Council Member Eddings stated I'd like to present the letter of agreement between the town associates and the town. The letter has been revised and if no one has a problem with it I'd like to vote on this agreement tonight.

Motion made by Council Member Eddings to approve the agreement between the former town employees and the town and seconded by Council Member Truman.

Vote 4-0 (see attached agreement)

This letter Agreement is given to you in the event:

- 1) The Town of Sellersburg ("Town") terminates its contractual relationship with Environmental Management Corporation (EMC) and reassumes management of its wastewater treatment facility, water service and utilities billing collections; and
- 2) On the date of said contractual relationship termination, you are an active employee of EMC; and
- 3) No such act has been committed by you which would provide just cause for your dismissal of employment by either EMC or the Town;

In such event, the Town will offer employment to you in your same position category at a wage and benefit package comparable to your level as an employee with EMC. Said employment will be without loss of any accrued or vested employee benefits...

<u>Ray Eddy</u>	<u>9/11/95</u>
Town Council	Date
<u>David Broadway</u>	<u>9/11/95</u>
Town Council	Date
<u>Stanley Tucker</u>	<u>9/11/95</u>
Town Council	Date
<u>Wesley</u>	<u>9-11-95</u>
Town Council	Date
<u>[Signature]</u>	<u>9-11-95</u>
Town Council	Date

Attest: Kimberly Schaefer 9-11-95  
Date  
\_\_\_\_\_  
Individual Date

Sellersburg Town Council  
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Page 6.

Council Member Broady Addresses Council/Claim From Jacobi, Toombs & Lanz, Inc.

Council Member Broady presented a claim from Jacobi, Toombs & Lanz, Inc. in the amount of \$510.00 for Job #8915-A.

Motion made by Council Member Broady to pay the claim as presented and seconded by Council Member Truman.

Vote 4-0

Council Member Broady Presents Res. 1995-31 Intent To Purchase Property

Council Member Broady stated I'd like the board to approve a resolution to proceed with the purchase of the property adjacent to the sewer plant for retention basin.

RESOLUTION NO 1995-31

A RESOLUTION OF THE TOWN OF SELLERSBURG TOWN COUNCIL  
INDICATING INTENT TO PURCHASE A SPECIFIED TRACT OF REAL PROPERTY.

WHEREAS, the Town Council for the Town of Sellersburg, Indiana, has determined there is a need to acquire and purchase a tract of real property for the construction of a retention basin for the Town's Waster Water Treatment Facility; and

WHEREAS, the Town Council for the Town of Sellersburg has engaged in preliminary negotiations for the purchase of a tract of real property as more particularly described by the Exhibit attached hereto; and

WHEREAS, the Town Council for the Town of Sellersburg has appointed a purchasing agent to act on behalf of the Town for acquisition of said real property; and

WHEREAS, the purchasing agent shall appoint two appraisers professionally engage in making appraisals or trained as an appraiser and licensed as a broker under I.C. 25-34.1, to appraise the fair market value of said real property;

BE IT THEREFORE, RESOLVED, by the Town Council for the Town of Sellersburg that the Town of Sellersburg through its purchasing agent initiate the purchase of the heretofore described real property under the conditions and requirements of I.C. 36-1-10-5-5.

Council Member Broady Presents Res. 1995-31 Intent To Purchase Property

Motion made by Council Member Broady to approve Resolution 1995-31 and seconded by Council Member Eddings.

President Tucker stated could I suggest that since Linda has been talking with Ms. Dreyer that we make her the purchasing agent and ask her to get the two appraisals.

Council Member Broady stated John Bolly could be one appraiser, I know he does it.

Ms. Schafer stated I know Don Erler, is he a broker, Karen Elliott. I need two, I think Don Erler is her agent.

Council Member Truman stated they need to be licensed appraisers.

Council Member Broady stated I know John is licensed.

Council Member Truman stated that may present a problem, if Virgil is representing Ms. Dreyer.

President Tucker stated they don't have anything to do with each other, John Bolly runs the insurance agency.

Council Member Truman stated I know, I just don't want there to be, they're brothers. I don't have any problem with it. I just don't want there to be a conflict.

Vote 4-0

Council Member Alexander Addresses Council/Animal Control

Council Member Alexander stated we've been working on animal control for about a month. It's been fun. We are basically to the point now where we have two options. We had someone who wanted to contract it out but because of the previous contract it was wanting a little more and in depth. I'm not for sure but I think maybe one of the reasons the last animal control officer left, some of it was rate of pay. The biggest thing that we've discovered in the last month was that the town basically has an ordinance that makes dogs and cats domestic animals and the last animal control officer because of working with DNR and down in Jeffersonville, did pick up some wildlife animals. It was just good communications they shared. Getting a new officer, we found maybe it won't be that way, maybe they'll have good cooperation and maybe they won't so basically what I'm suggesting is that we go ahead and start out with the street department taking over animal control, developing some sort of policy as far as how to handle animal control, once that policy has been established, if they choose to keep it, that's great, if they choose to say okay we've got it under control now this is exactly what we need and they can find a contractor, they may want to opt out to contracting. If we go on to the same situation though, because it will be part of a policy made by the town and we loose the animal control contracted officer at least we will have a back up to handle the calls in the months that it takes to get a contract.

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Council Member Alexander Addresses Council/Animal Control

Council Member Alexander stated rate of pay, rate of pay taking what we were paying the animal control officer before. I'm suggesting that we go ahead and pay a street department employee the four weeks divided in to the \$682.00 came out to about \$157.69 per week, \$156.53, which is 13.5 hours overtime okay, basically that means that he can work up to 13.5 hours a week and they will receive \$156.53. I'm also suggesting that just because they carry the pager that if they only put 6 hours in, they go ahead and be compensated the \$156.53. Also, I would like to see that \$50.00 a week go to Mr. Warren, into his salary for administering this. This would be for him to come up with a policy to oversee what's getting done. I would like to see him become deputized to where he can write the citations instead of always having to call an officer out. If we do contract it out, at least then we have someone who is in control at the town office instead of a board member.

Motion made by Council Member Alexander to approve giving the animal control to the street department, for carrying the pager, the street department employee will make \$156.53 for that week for up to 13.5 hours overtime and that Mr. Warren receive \$50.00 a week for overseeing this operation and seconded by Council Member Truman.

Council Member Truman stated I agree with everything you've said except for swearing Mr. Warren in as a police officer. I don't agree with that.

Council Member Alexander stated it's in the last contract, Mr. Dean was suppose to be deputized to where he could write citations.

President Tucker stated is there a way to authorize him, the person working for the town, the ability to write a ticket when it comes to animal control.

Ms. Dean stated the county does that. The county animal control officer does write tickets for animal control.

Council Member Truman stated it's a citation of an ordinance, it not like a traffic stop.

President Tucker stated that's all we're asking, is the ability to write a ticket for animal control.

Council Member Truman stated I don't think this person should have arrest powers and carry a gun and that type of thing.

President Tucker stated just for the sake of the motion that was just made, this would only give permission to issue fines and citations and not to do any other legal type thing.

Council Member Alexander stated right.

Council Member Eddings stated and the total cost of this is the same amount that it was.

Council Member Alexander stated we are going above by \$113.00 a month. \$21,600.00 is the basic salary for somebody in Jeffersonville and New Albany even though it's a part time job because of the size of the Town of Sellersburg it's a full time job.

President Tucker stated it's about half of what it costs in Jeffersonville and New Albany and we're hoping we can contract someone to do it.

Council Member Eddings stated so is this temporary.

Council Member Alexander Addresses Council/Animal Control

Council Member Alexander stated this is temporary as far as getting the policies and stuff put together but none of the contractor's that came up would even touch it for this. We found out the equipment, unless they work out deals with DNR, the insurance was \$350.00 a year, you have the liability and the hassles because you are a contractor, you really didn't have a town authority creating policy as far as do you go out at 1:00 a.m. because a dog is sleeping on a street and I mean it was quite a hassle. Is that the first animal control officer we had was Mark.

Ms. Schafer stated I believe so.

Council Member Alexander stated it was more of a learning process.

Council Member Eddings stated are we collecting income from that.

Council Member Alexander stated if we could write citations we could make it where the money could fund that certain project.

President Tucker stated we get the money for the licensure and stuff like that but I would assume that this person would have the authority that if the animal didn't have a license or tag there would be a fine for the animal.

Council Member Alexander stated basically what we can do now that it's part of the town is start evaluating, it was something new back then and we are strickly starting out with domestic animals. We will not be going into the other areas until we've at least got the dogs and cats.

Vote 4-0

Chief Kinder stated how do we determine who to call.

President Tucker stated Mark is going to schedule it.

Council Member Alexander stated I think what they will end up doing is sharing a pager, so you would basically get that number off of the pager and hopefully you are going to get someone on the other end or call Mark.

Chief Kinder stated Mark doesn't have a telephone.

Council Member Alexander stated you'd have to page him.

Chief Kinder stated and if he doesn't answer, we've had to send an officer to his home before.

Council Member Alexander stated Sellersburg is a changing world.

President Tucker stated maybe he needs to get a phone.

Chief Kinder stated I think that would be a good idea, I mean this really presents a problem, even when we had high water we couldn't get a hold of him.



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Council Member Alexander Addresses Council/Animal Control

President Tucker stated maybe we should put something in there that the manager should have a telephone. It could certainly help with things.

Council Member Truman stated he could keep it unlisted.

Council Member Alexander Addresses Council/Hardship Cases Regarding Water Bills

Council Member Alexander stated the only other thing I had was me and Tom were talking about the ordinance that we had on hardship cases as far as paying the water bill. I'm going to make a copy and show everybody. The way it was listed was that if a family who was in distressed financial condition, who's water and sewer bill reached \$300.00 and the family had determined that the financial condition was legitimate then we would help them out, well the policy on shutting the water off is if your a month plus twenty days late you water is shut off and the average bill even at the one hundred dollar limit means that their water is going to get shut off even if it is a hardship case because it would never reach \$300.00. I'm going to leave a copy as far as what some recommendations were as far as getting that under control and letting the billing manager have a little authority as far as being able to work it out with the customer because basically the water and sewer is a customer based company that needs to have some abilities to help people instead of just making them show up every two weeks out of the month.

President Tucker stated I'm not trying to change this but it might be better if Dave and Doug look into it.

Council Member Alexander stated I understand.

President Tucker stated I appreciate that you found it but they need to look at it.

Council Member Alexander stated right, I'm not doing any more on it, I'm just passing it on.

Clerk Treasurer Schafer Presents Claims/Environmental Management Corp.

Ms. Schafer presented the claims from Environmental Management Corporation and asked the board for approval of payment.

Motion made by Council Member Truman to pay the claim from EMC in the amount of \$4,256.50 for the water department and \$8,071.57 for the sewer department and seconded by Council Member Eddings.

Vote 4-0

Clerk Treasurer Schafer Presents Claim/Umbaugh & Associates

Ms. Schafer stated I would like to go on and tentatively approve the bills for the refinancing of the 1995 sewer bond issue. The claims that I have aren't exactly correct so if you would like to read these and I can make out new claims to put in your boxes as long as they are tentatively approved.

President Tucker stated these claims were presented by Umbaugh & Associates for refinancing the sewer bond and the expenses are:

Trustee (Liberty)	\$ 4,100
Local Council (McCall)	\$13,500
Financial Advisor (Umbaugh)	\$21,963
Bond Council (Ice Miller)	\$15,500
Printing (Insty Prints)	
Preliminary Official Statements	\$ 1,447
Final Official Statement	\$ 1,864
Bond Printing (Bainbridge)	\$ 1,626
Total Budget	\$60,000

Ms. Schafer stated I have the claims but they are incorrect. I was charged sales tax. I will make some new ones.

Council Member Broady stated so this is costing us \$60,000.00.

President Tucker stated yes, but it's going to save us over \$100,000.

Motion made by Council Member Eddings to approve the claims to Umbaugh & Associates after the claims have been corrected by Ms. Schafer and seconded by Council Member Broady.

Council Member Truman stated this isn't meant as criticism in any way but I was concerned about local council \$13,500.

President Tucker stated well the agreement and if I'm not mistaken we all signed with Perry was anything that he did above and beyond, such as a bond issue, he would be compensated for, that was an agreement that we all agreed to.

Council Member Truman stated I would like to see and again I don't mean any criticism at all but I'm just concerned about what the hourly rate comes out to on that.

Attorney McCall stated it is based on, if I'm not mistaken a percentage.

Council Member Truman stated I think there is a statute that says it's suppose to be on an hourly rate and not just a flat percentage.

Attorney McCall stated as a matter of fact, I didn't present that, it came from Umbaugh & Associates.

Council Member Truman stated I don't want it to sound like any criticism at all but I was concerned.

Attorney McCall stated none taken.

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Clerk Treasurer Schafer Presents Claim/Umbaugh & Associates

President Tucker stated could you provide some sort of itemization.

Council Member Truman stated I think that a prevailing hourly rate would be appropriate but a percentage, I mean \$13,500 on top of a \$28,000 salary.

President Tucker stated when we signed the contract this year, we knew that if another bond issue came up, he didn't generate the bond issue, Umbaugh did. They are the ones that came to us.

Council Member Truman stated I'm not questioning that. I just think that's kind of high.

Vote 4-1, with Council Member Truman voting against.

Motion made by Council Member Truman to have the town attorney provide an itemized statement for the time involved and seconded by Council Member Broady.

Vote 3-1, with Council Member Eddings voting against.

Council Member Broady stated do we know how much we will save on this.

Ms. Schafer stated yes and I called him today on that and the amortization sheet, it looks like \$36,968, it will be reduced January of 96. There was an error on this and I called him today and I didn't get the fax soon enough but I mean he's aware there is, it's on the year. It is going to be slightly less, also the payments are less that what we were paying.

Council Member Broady stated so in essence we are spending \$60,000 to save \$100,000.

Attorney McCall stated it's \$200,000 and something over the period of the bond. You didn't save \$40,000 it's \$101,000 taking the cost of the bond issue.

President Tucker Presents Claims/Civil, Water And Sewer Departments

President Tucker presented the claims for the civil, water and sewer departments for the last two week period and requested a motion for approval.

Motion made by Council Member Eddings to approve the claims as submitted and seconded by Council Member Alexander.

Vote 4-0

Clerk Treasurer Schafer Addresses Council/Quarterly Payment To Animal Shelter

Ms. Schafer stated I would like to let the council know that we checked into the animal shelter fee and the way we understood, we could not take animals to the shelter unless we did pay the fee so we did go on and pay that, the quarterly bill that I had presented. It was worth a try.

President Tucker stated so we had no place to take them if we didn't pay it.

Ms. Schafer stated pretty much.

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Attorney McCall Addresses Council/Itemization Statement RE: Umbaugh & Associates

Attorney McCall stated if I do the itemization which has been asked and it comes out to more than the \$13,500 does the town agree to pay the additional amount.

President Tucker stated Karl.

Attorney McCall stated is he going to pay it because we spent numerous, numerous hours renegotiating the contract with EMC which was part of this particular bond issue, again I want to make it perfectly clear that the fee that was submitted by Umbaugh & Associates was simply a fee based upon the previous bond issue which was \$13,000 which this is \$500. more, it says \$13,500 so there wasn't any criticism taken.

Council Member Truman stated I don't think the EMC contract should be included.

Attorney McCall stated well it was a part of the bond issued in dealing with Ice Miller, Donadio & Ryan on several occasions over the course of a month and a half trying to get the language in the contract satisfactory to make sure that the bond issue could move forward so I mean what was it spent on.

President Tucker Presents Claim/Jacobi, Toombs & Lanz, Inc.

President Tucker presented the claim from Jacobi, Toombs & Lanz, Inc. in the amount of \$340.00 for work on the Schmidt drainage problem and requested a motion to pay the claim as submitted.

Motion made by Council Member Eddings to approve the claim as submitted and seconded by Council Member Truman.

Vote 4-0

President Tucker Presents Claim/Louisville & Indiana Railroad

President Tucker presented a claim for Louisville & Indiana Railroad in the amount of \$500.00. This is the initial permit fee regarding the Sellersburg Storm Drainage Improvement.

Motion made by Council Member Eddings to approve the claim as submitted and seconded by Council Member Broady.

Vote 4-0

Mr. Toombs stated let me know when you have the check ready and I will pick it up to send in with the application.

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President Tucker Presents Ordinance 95-632, Adopting State Of Indiana Mileage Rate

President Tucker presented Ordinance 95-632 to the council for consideration on the first reading as follows:

ORDINANCE NO. 95-632

AN ORDINANCE OF THE TOWN OF SELLERSBURG TOWN COUNCIL  
ESTABLISHING AND ADOPTING THE STATE OF INDIANA  
MILEAGE RATE AS THE MILEAGE RATE FOR THE  
TOWN OF SELLERSBURG, INDIANA

WHEREAS, the Town Council for the Town of Sellersburg has determined the State of Indiana rate for the reimbursement of mileage shall be established and adopted as the mileage rate for the Town of Sellersburg, Indiana, and said mileage rate shall be applied and used by the Town of Sellersburg in all instances where mileage reimbursement claims are submitted for payment; and

WHEREAS, the Town Council for the Town of Sellersburg has determined said Ordinance is necessary for the efficient and effective administration of Town Government; and

WHEREAS, this matter was considered in a public meeting of the Sellersburg Town Council at which the public were invited to attend and participate.

BE IT THEREFORE NOW ORDAINED by the Town Council for the Town of Sellersburg that the State of Indiana rate for reimbursement of mileage shall be established and adopted as the mileage rate for the Town of Sellersburg, Indiana, and that said mileage rate shall be applied and used by the Town of Sellersburg in all instances where mileage reimbursement claims are submitted for payment.

Motion made by Council Member Eddings to consider Ordinance 95-632 on the first reading and seconded by Council Member Broady.

Vote 5-0

Motion made to approve Ordinance 95-632 made by Council Member Eddings and seconded by Council Member Alexander.

Vote 5-0

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President Tucker Presents Ordinance 95-633, Compensation For Members Of Specific Boards

President Tucker presented Ordinance 95-633 to the council for consideration on the first reading as follows:

ORDINANCE NO. 95-633

AN ORDINANCE OF THE TOWN OF SELLERSBURG  
ESTABLISHING RATE OF COMPENSATION  
FOR MEMBERS OF PARKS AND RECREATION BOARD,  
PLANNING COMMISSION, ZONING APPEAL BOARD AND POLICE COMMISSION

WHEREAS, the Town of Sellersburg, Indiana, has previously established various boards and commissions to perform various and necessary administrative functions of Town Government; and

WHEREAS, the Town Council for the Town of Sellersburg has determined members of all such boards and commissions should receive monthly compensation for performance of their duties on such boards and commissions; and

WHEREAS, the Town Council for the Town of Sellersburg has determined that such action is necessary for the efficient and effective administration of Town Government; and

WHEREAS, this matter was presented at an open meeting of the Sellersburg Town Council at which the public were invited to attend and participate in discussion of this matter.

BE IT THEREFORE ORDAINED, by the Town Council for the Town of Sellersburg, Indiana, effective January 1, 1996, each member of the Town's Parks and Recreation Board, Planning Commission and Zoning Appeals Board shall be compensated in the amount of Twenty-five Dollars (\$25.00) for each meeting attended by the member up to a total of Three Hundred Dollars (\$300.00) per year;

BE IT FURTHER ORDAINED, by the Town Council for the Town of Sellersburg, Indiana, effective January 1, 1996, each member of the Town's Police Commission shall be compensated in the amount of Forty-one Dollars and Sixty-seven Cents (\$41.67) for each meeting attended by the member up to a total of Five Hundred Dollars (\$500.00) per year.

Motion made by Council Member Truman to consider Ordinance 95-633 on the first reading and seconded by Council Member Eddings.

Vote 5-0

Motion made by Council Member Truman to approve Ordinance 95-633 and seconded by Council Member Eddings.

Vote 5-0

Chief Kinder Addresses Council/Paving Streets In Sellersburg

Chief Kinder stated I have a question on the paving, what happened on the paving.

Council Member Alexander stated what didn't happen.

Chief Kinder stated everybody is asking.

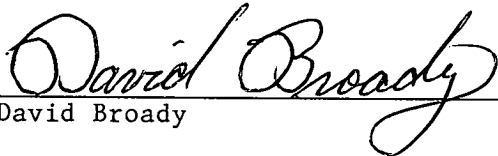
Council Member Alexander stated basically K & I went out on Thursday and the plant had broke down and they got three fourths of the road paved and all of it oiled and the plant changed over for Gohmann Asphalt, I guess they had a big job to do and when they changed over to a bigger size stone they couldn't get back to pave it. The higher up's at K & I didn't realize that they had went out and paved three fourths of the road and had oiled the rest of it. I apologize, if it wasn't done Saturday, it's suppose to be done tomorrow.

Adjournment

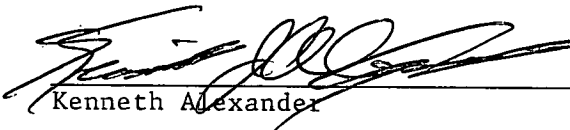
Motion made by Council Member Eddings to adjourn this meeting and seconded by Council Member Truman.

Vote 4-0

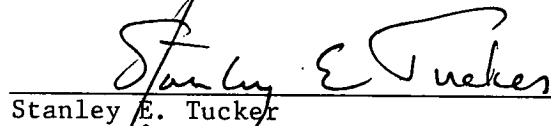
With no further business this meeting was adjourned by President Tucker at 7:24 p.m.

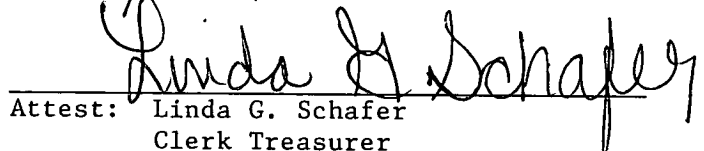
  
\_\_\_\_\_  
David Broady

\_\_\_\_\_  
Aulton D. Eddings, Jr.

  
\_\_\_\_\_  
Kenneth Alexander

  
\_\_\_\_\_  
Karl Truman

  
\_\_\_\_\_  
Stanley E. Tucker

  
\_\_\_\_\_  
Attest: Linda G. Schafer  
Clerk Treasurer

SELLERSBURG TOWN COUNCIL

September 25, 1995

Regular Meeting

A regular meeting of the Sellersburg Town Council was held at the Sellersburg Library at 6:30 p.m. Those present were: Stanley E. Tucker, Council President; Ken Alexander, Council Member; Karl Truman, Council Member; David Broady, Council Member; Linda G. Schafer, Clerk Treasurer, Perry McCall, Town Attorney; with Aulton D. Eddings, Jr., Council Member being absent.

Called To Order

President Tucker called the regular meeting to order at 6:30 p.m.

Prayer

Father Herman Lutz offered the prayer for this meeting.

Pledge

The Pledge of Allegiance to the flag was recited.

Minutes Of The Last Meeting

President Tucker dispensed with the reading of the minutes from the last meeting and requested a motion to approve the minutes as presented.

Motion made by Council Member Alexander to approve the minutes as presented and seconded by Council Member Broady.

Vote 3-0

David Nachand Addresses Council/Water & Sewer Adjustment

Mr. Nachand stated I live at 620 Catalpa here in Sellersburg. I'm here because my wife wants me to be and because that the town board suggested that we appear before you folks. On our August 28, 1995 sewer and water bill, the sewer part of the bill was greatly distorted, in July we found it necessary to sod half of a 2000 square foot area. The total bill was \$231.00 and that included a sewer portion of \$161.00 based upon the previous six months bill the average sewer bill was \$38.00. I'd like to ask for some type of adjustment on this bill.

President Tucker stated we have basically two ways that we handle unusual water consumption. We give swimming pool adjustments if you let us know. When people want to water their yards, we put in a separate meter for a sprinkler system, they put in one. Those are the only two ways we have to make adjustments, not to use this as an excuse but all of us up here have experienced the same type of thing.



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Regular Meeting  
September 25, 1995  
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David Nachand Addresses Council/Water & Sewer Adjustment

President Tucker stated if you have a leak in the john or a leak in a water pipe or what ever the case may be. I can suggest that maybe you can notify us in the future and we can compare the two bills, let's say from July to August, if that's when you did your watering but we really don't have a way and to be perfectly honest I think we would be opening Pandora's box if we made an adjustment for you. I would assume there is an awful lot of people who come in here and ask for adjustments I don't know how large or how small they would be but if they watered their yard they would want an adjustment.

Mr. Nachand stated I'm only here because someone in the town office suggested I come before the board, that was the proper procedure.

President Tucker stated well our proper procedure was basically the two that I mentioned. I'm expressing my feelings here I will be happy to let the other gentlemen speak but I personally feel that, not picking on you, but if we make an adjustment for one that we would be making adjustments continually all summer. My suggestion is that you may want to consider a watering system. That's my feelings, does anybody want to make a comment.

Council Member Broady stated sometimes they've been known to tap a hydrant with a meter so it doesn't run through the sewer and pay for the water.

Roger Bagshaw Addresses Council/Water Drainage East Utica Street

Mr. Bagshaw stated I recently purchased the Collier property at 402 Utica and I understand that there has been problems in years past, the drainage that goes across that and I also understand that the Town of Sellersburg is going to make improvements. My question is what is going to happen to the existing line that goes across the property, will it be left there, will it be moved.

President Tucker stated perhaps Dave can answer that question; I would have to refer it to John Toombs, the town engineer. He's drawing up the plans to do that and I don't know specifically what's going to happen to that piece of property.

Mr. Bagshaw stated I contacted him a month ago and he really didn't know where it was as far as contractors and such.

President Tucker stated well he's drawing the plans as I understand it as to how those storm drains are going to be repaired or put in place so I'm assuming John would have to be the one to answer that question. We know it exists, we know we have to do something about it, but to tell you what's going to happen or exactly when, it's suppose to happen this year in 1995.

Council Member Broady stated I talked to John the other day and it will be bid out in October and construction should begin shortly after that. I know some lines will be rerouted and I'm not exactly sure what he will do on abandoned sewer lines, most of the time they are capped. I would have to get with John to get you an exact answer.

Mr. Bagshaw stated it is interfering with PSI, they don't want to put in underground cables and have to come back and move them.

Council Member Broady stated I'll get with John and try to get you an answer as soon as possible.

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Phyllis Haas Addresses Council

Ms. Haas stated I'd like for Linda to stand up and face me. Linda what have I done to you.

Ms. Schafer stated excuse me.

Ms. Haas stated what have I done to you. I have called and you won't answer my calls. Andrea has been treated mean too. It's terrible what you've done. I had two of your best friends call and tell me how you've put her down, why, why don't you run Tom Edwards down, he's the one that promoted her.

Ms. Schafer stated I think you're totally out of line. Number one, I have not received any calls from you.

Ms. Haas stated yes you did, Patty talked to me.

Ms. Schafer stated the last time I talked to you, I was in a meeting or on the other line.

Ms. Haas stated no, you told Patty Wilkerson to call and I asked if you were going to the ladies meeting.

Ms. Schafer stated and I told you I had made other plans.

President Tucker stated could you do this after the meeting.

Ms. Haas stated no, I just wanted to know why she was treating Andrea like this, she won't talk, she won't even answer her calls when Andrea calls back, she won't look at Andrea. She told her employees back there she would fire them if they talked to Andrea.

Ms. Schafer stated I beg you pardon. I absolutely did not. You probably need to prove that.

President Tucker stated I just don't think this is appropriate right here.

Ms. Haas stated well when is it appropriate. They forced my daughter to work and now they are treating her like a dog.

President Tucker stated no ma'am, we did not force anybody to work.

Ms. Haas stated well she had to go, she didn't have a choice. Linda said she tried to keep her, I don't know. Everything is a mess.

Ms. Schafer stated if I had it to do and I was responsible for making the decision.

Ms. Haas stated but Andrea would treat Cindy like an angel, she wouldn't be treated like that.

Ms. Schafer stated well we'll discuss that later on, as far as abuse to Andrea, I have not said one thing out of the way.

Ms. Haas stated she always liked you Linda and I did too.

Phyllis Haas Addresses Council

Ms. Schafer stated I like her and she is a good girl and I can not help the fact that the council contracted EMC.

President Tucker stated can we do this later ladies.

Ms. Schafer stated have you came by town hall to talk to me.

President Tucker stated excuse me please.

Ms. Haas stated you won't answer my calls.

President Tucker stated Ms. Haas, Ms. Haas.

Ms. Schafer stated have you been up to see me that I have refused to talk to you.

Ms. Haas stated well I'll come down to see you.

Ms. Schafer stated well that will probably be a good idea.

Ms. Haas stated I'll be down to see you Linda but you would not talk to me. You are blaming these people for not hiring your daughter.

President Tucker stated Chief.

Ms. Schafer stated they did hire my daughter, it was her choice to resign.

Chief Kinder Addresses Council/Nuisance Ordinance

Chief Kinder stated right now we are going through a nuisance ordinance, complaints of tree limbs hanging out over the road. By ordinance the police department is required to send letters to abate the nuisance. So far this year we've received 18 of the nuisance's. In the last 8 days we've sent eight of those fifteen letters. Mr. Long cut his trees back himself. The ordinance says any tree limbs hanging over the road that are less than 14 feet high must be trimmed. Mr. Long saw me after he got the letter, they were on the right of way next to his house, it's his property. Mr. Flick down there, his property I thought went to Norman Drive and then we find out through the plat map that 50 feet from that interstate belongs to the town and these trees people got letters to cut trees back and it's not their property. Some of these tree limbs, like in front of Judy Lomax, we didn't send a letter but we stopped and asked her son to tell her to cut the limbs back. Betty Sizemore wants it cut now, today, not tomorrow, not the next day, today, tonight. Well this lady works until 5:00 p.m. and can't climb a tree but it's only one tree limb that sticks out over the street. Ohio Avenue as you go from Enterprise back to the curve, you can't see the traffic because of the bushes hanging over the road, that belongs to the town and it needs to be cut back so people can see. West Clark School System, on their property on Penn. Ave. as you come around the curve and they got a letter from the Sellersburg Police Department saying cut it back and Mr. Smith wrote a letter back saying it had been cut and asked why didn't you call us but the ordinance says send a letter and it was sent.

Chief Kinder Addresses Council/Nuisance Ordinance

Chief Kinder stated there is no time limit, whether to give them an hour or thirty days. It says Sellersburg Police Department will send a letter to abate the nuisance and if they don't abate the nuisance the town board will start fining them. I think the attorney or the council needs to address this and let me tell you I've caught enough cane from these people about this. Maybe we as a town need to look at maybe some tree trimmers to come in and cut down these branches hanging over the road, some of these trees from last year, the town contracted with the county to get them cut and they went down Ohio Ave. I don't know what it takes but it's getting to be a real problem, and some very irate citizens.

Mr. Long stated this shows, this crap here, that the town board signed is fifty foot. These trees that you asked me to trim are on the fifty foot, my property line goes out to that fifty foot. They are not my trees.

Council Member Alexander asked those are town trees? Would it be a problem if the town took them out?

Mr. Long stated I guess, they are on town property, my property line goes out to that fifty feet, there are easements on there that are spelled out and the easements I have no problem with. These trees that you are asking me to trim are on that fifty feet.

Council Member Alexander stated as far as what's on the town's property, we can start trimming, as far as getting a policy in place, it's a little more complicated than just taking a saw out because if we start trimming one and it's small branches, that's great, but if I go down the road and it's all big branches, it's more than we can handle.

Chief Kinder stated more of them are small branches that can be cut down.

President Tucker stated let me make a suggestion, why don't we have Mark go out and survey, since he's the head of the street department, where these problems are.

Chief Kinder stated he's been surveying.

Mr. Long stated he's the one who's been turning names in.

President Tucker stated where ever those trees are, if he doesn't have the manpower to do it, then someone could contract to do it.

Mr. Long stated you can contract me and I'll do it.

Ms. Schafer stated now if we hire someone, does the resident that the tree belongs to, they get the bill without knowing that they are going to receive a bill, that's the purpose of the abatement but I feel thirty days is much to long, expecially in emergencies because...

President Tucker stated let me try it another way, let's solve the problem that exists right now and then well ask Perry to create some kind of ordinance that will not make it thirty days. What I understood started this, school buses were having problems and apparently some of the kids were almost hit becuae some of the trees were so over shadowing, if you will, if it was dark they might of been hit. Common sense tells me we need to get something done.

Chief Kinder Addresses Council/Nuisance Ordinance

A resident stated that's fine but someone needs to do their homework, when a resident gets a letter and it's not their tree you're going to have some irate homeowners.

Council Member Alexander stated we don't really have anything that tells us, apparently we don't know that's our property. Step one was making sure that it was who's property.

Ms. Schafer stated we did, we checked with the utilities and the person on the utility is who we attached the name.

Mr. Long stated you need a legal description of the property.

Ms. Schafer stated we don't carry that, the court house has that type of information.

President Tucker stated well maybe if we rewrote the letter so it wouldn't be quite so offensive and asked for your help, maybe you could come back and say it's not my property.

Council Member Alexander stated if it's the town's property, which we didn't know, if he'd of known it was town property we would of taken care of it. You understand the problem, if someone complains, we have to do something. I know it's not fair to start with the people who do complain and not do the whole town but if we don't do something for the ones that are complaining, it's just the same as doing something to you by ignoring that.

Council Member Broady stated we could just write a letter to the property owner and say we've got a complaint and we need to do something whether it's yours or ours or whatever. It would be alot better.

President Tucker stated do you have the letter Dave that you send out.

Chief Kinder stated yes, it say's what you've violated, even if it's a speeding violation, nobody likes it.

Council Member Alexander stated do you think by having the extra letter going out from the street department asking before it goes to the police.

Chief Kinder stated if they get the complaint, Mark goes out and looks at it and just a knock on the door or leaving a note on the door that we've had a complaint about your trees, they need to be trimmed, any questions call.

Council Member Broady stated would it be possible to check and see if it's his tree.

Chief Kinder stated what we are running into is rental property and we get the name looked up and go out to abate the property and they state this isn't my property.

President Tucker stated Ken will you draft a letter, a softer letter and if we get to the hard part we will call you.

Council Member Alexander stated yes, we'll do.

Tom Edwards-EMC Addresses Council

Mr. Edwards stated Irish Park moved the water line and we inadvertently had a communication problem with notifying the users that the water would be shut off, it was out of our control. The boil water advisory, anytime the distribution lines drop below 20 psi, a boil water advisory must be put in effect. EMC and myself except full responsibility for the failure to notify the customers. The billing office revenue was \$96,540.34. We've had customers complain about the night drop box and alot of customers have been placing their bills in the crack around the door.

Council Member Alexander stated the town hall will be finished in two weeks.

Ms. Schafer stated he's already purchased a new drop box and I feel now with the locks changed even though there are no window's above the door, it won't be to much longer for that.

Mr. Edwards stated we had a call from Crothersville asking us if they could possibly use one of our generators for 72 hours or a few days, whatever the case may be. We do have a policy already made out that if anybody borrow's anything they take full responsibility. I'd like the boards approval. The generators are brand new practically.

Motion made by Council Member Broady to allow Crothersville to use the generator and seconded by Council Member Truman.

Council Member Truman asked will they come and get it and bring it back, there won't be any manpower of ours used.

Mr. Edwards stated it will be at no cost to the town.

Vote 3-0

Council Member Alexander Addresses Council/Yard Waste

Council Member Alexander stated starting October 30 through the first of the year, yard waste will be picked up on a weekly basis also we are looking at towards the end of November having a central pick up like we did for the summer clean up. That will be in December sometime and the last part of November or December, that is still pending, when we feel like the leaves are at their best on the ground, we will have a couple of weeks where it will be unlimited number of bags you can set out to help alleviate the change of season.

Council Member Alexander Addresses Council/New Garbage Packer

Council Member Alexander stated the new packer has arrived. The lease agreement looks okay to me. I need a motion to approve the signing by Mr. Tucker and to release the first year payment.

Motion made by Council Member Alexander to approve President Tucker signing the lease agreement and making the first payment and seconded by Council Member Truman.

Vote 3-0

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Council Member Alexander Addresses Council/Animal Control

Council Member Alexander stated we just received a copy of the policy manual from the Jeffersonville Animal Control, they've been very helpful. We've also sent for a book on how to be a better Animal Control Officer. Some of the questions they had were about going on private property. Could you kind of put something together for them. Also, we would like to ask the police department, basically what I've told Mark, as soon as they get started, if they run into a problem to where a resident is frustrated, that they do not get into a confrontation that if they really have a problem where they feel like they are being threatened or just not being able to do it to contact your office and someone will come out and help them, that they are not to be police or anything. If a person gets angry and says get off my land, that's when they get off and they contact the police department and it gets handled from there.

Chief Kinder stated we've got a problem with private property, Indian Oaks is saying they are not.

Attorney McCall stated I've addressed the situation with Indian Oaks with John Bolly on a couple of occasions. I was the last party to correspond, because of the set up being different than the town itself, they should themselves have a collection process inside the trailer park, a drop off site where we can pick up those animals. We will not be entering trailers and that type of thing. That was done in letter form.

Council Member Alexander stated we've talked about it and we would be helpful. If they need traps and things, but as far as the collection.

Attorney McCall stated at one point they said we pay taxes and we are town residents, yes, but it is a different set up and they understood that.

Council Member Alexander stated when we get everything together we will contact them and be as helpful as we can and as far as the transportation, we don't have a problem with that at all and if they need a trap, that's no problem, we will have a policy where they can borrow traps. Mark Dean has four cat traps that he's willing to sell to the Sellersburg Animal Control, he paid \$42.00 for them and he's willing to sell them for \$30.00 a piece.

Motion made by Council Member Alexander to purchase the traps from Mark Dean for \$30.00 each and seconded by Council Member Truman.

Vote 3-0

Council Member Alexander Addresses Council/Hill N Dale Project

Council Member Alexander stated the Hill N Dale Project, for about two years now we've had water standing at the end of Nevada and Georgian. We finally know what we are going to do. We are going to put a gutter across Georgian that will alleviate where the asphalt has built up over the years. In the winter it's a sheet of ice through the intersection, since the intersection comes to a "T" there have been several accidents so we are going to put a gutter in. We had three different contractors give estimates, Estes, Hecker and K&I for the asphalt.

Council Member Alexander Addresses Council/Hill N Dale Project

Motion made by Council Member Alexander to approve the installation of the gutter at the intersection of Nevada and Georgian and seconded by Council Member Truman.

Vote 3-0

Council Member Alexander Presents Ordinance 95-634/Transfer Of Appropriations

Council Member Alexander presented Ordinance 95-634 to the council for consideration on the first reading as follows:

ORDINANCE 95-634

AN ORDINANCE PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE TOWN OF SELLERSBURG, INDIANA, FOR THE YEAR 1995, AS REQUESTED BY THE CLERK TREASURER AND FORWARDED TO THE TOWN COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC6-1.1-18-6.

WHEREAS, certain extraordinary conditions have developed since the adoption of the existing annual budget for the year of 1995 and it is now necessary to transfer appropriations into different categories than was appropriated in the annual budget for the various functions of the several departments to meet the emergencies.

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SELLERSBURG, INDIANA, that for the expenses of the Town Government, the following appropriations are transferred unless otherwise stipulated by law.

SECTION 2. Where it has been shown that certain existing appropriations have unobligated balances which will be available for transferring as follows:

<u>GENERAL FUND</u>		<u>GENERAL FUND</u>	
ACCT.#, NAME, & AMOUNT		TO ACCT.#, NAME, & AMOUNT	
SS-365 MAINT. PACKER	1500.00	SS-367 SIGNAGE	1500.00
SS-365 MAINT. PACKER	2500.00	SS-431 STORM DRAIN/MATCH	2500.00
SS-234 FUEL FOR PACKER	1500.00	SS-431 STORM DRAIN/MATCH	1500.00
SS-224 TIRES & TUBES	500.00	SS-431 STORM DRAIN/MATCH	500.00
TC-311 CONSULTING SER.	1000.00	TC-401 TOWN HALL BLDG.	1000.00
TC-341 INS. OTHER	14000.00	TC-401 TOWN HALL BLDG.	14000.00
TC-395 JUDGEMENTS/SET.	1000.00	TC-401 TOWN HALL BLDG.	1000.00

Motion made by Council Member Alexander to consider Ordinance 95-634 on the first reading and seconded by Council Member Truman.

Vote 4-0



Council Member Alexander Addresses Council/Purchasing Equipment For Street Department

Council Member Alexander stated the next few weeks, from the 1995 budget, which I wasn't here, there was money set aside to purchase equipment for the street department, roughly \$60,000.00. I think Roy visioned back then as far as basically what they needed was a snow plow so I don't want to come in and say I want to buy a \$60,000.00 snow plow. Mark is putting together a list of what he needs, we are going to look at making sure we are not blowing the money but for the next couple of months we are going to make alot of purchases for the street department. The money is in the budget.

Council Member Alexander Addresses Council/Blood Borne Pathogen

Council Member Alexander stated I have two new employees on the street department, Steve's not here but they need the blood borne pathogen course.

Ms. Schafer stated we also have new employees at the police department, have they had the blood borne pathogen class. I have sent a letter to Steve but I haven't received a response.

President Tucker stated I'll call Steve.

Clerk Treasurer Schafer Presents Claims/Civil, Water & Sewer Departments

Ms. Schafer presented the claims from the civil, water and sewer departments for the last two week period and requested a motion to approve payments.

Motion made by Council Member Alexander to approve the claims as presented and seconded by Council Member Broady.

Council Member Broady stated the water and sewer departments still pay for uniforms.

Ms. Schafer stated yes, on that we pay for uniforms for the street and sanitation department. We always have, as some salaries, simply because we didn't have a budget for it when EMC took over.

Vote 3-0

Clerk Treasurer Schafer Addresses Council/1995 Sewage Revenue Bond Issue

Ms. Schafer stated there's a couple of corrections on the fees for the 1995 sewage revenue bond, the trustee which was Liberty National Bank, who agreed to be paying agent, presented their bill of \$4,100.00. When I received the actual bill in my hand they had added \$350.00 for an advanced refunding fee. I did check with Umbaugh and Associates and I called the agent for Liberty or Bank One now and they said that was nothing abnormal, that was a fee that had to be paid. I'm requesting a correction from the council instead of the \$4,100.00 to Liberty National Bank, it would be \$4,450.00. I haven't received a bill from Ice Miller, which was the bond council yet but the Insty Prints and Bainbridge Bond Printing, the fee on here, it had asterisk's with it, there was a change on there.

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Clerk Treasurer Schafer Addresses Council/1995 Sewage Revenue Bond Issue

Motion made by Council Member Broady to correct the numbers on the bond issue and seconded by Council Member Alexander.

Vote 3-1, with Council Member Truman voting against.

Clerk Treasurer Schafer Addresses Council/Maintenance Agreement-Duplicator Sales

Ms. Schafer stated I received a bill for preventative maintenance from Duplicator Sales on the new copy machine that we've had for about four months and the first bid I received the offer was for \$432.00 so I called them and told them I felt that was extremely high and because of our old piece of equipment that they were out two to three times a month cleaning and repairing was a little over \$300.00 so I received a different offer of \$350.00 for a maintenance agreement for one year and I would like the council to approve the maintenance agreement to be split between the civil, sewer and water since I do use that for all of the records.

Motion made by President Tucker to approve the maintenance agreement and to split the cost between the civil, sewer and water departments and seconded by Council Member Alexander.

Vote 4-0

Clerk Treasurer Schafer Addresses Council/Appraisals on Dreyer Property

Ms. Schafer stated I've received the first appraisal that the council had requested at the last meeting and I would like this bill approved to John Bolly, who is the first appraiser and the second is David Francke, which he had a problem with the legal description and I notified the attorney. I don't have the second one yet but since I have this one completed I would like the permission to go ahead and pay the \$150.00 and David Francke said that was really cheap but he would match this also so I have the total of the two appraisals for \$300.00 so that was a real good deal that I got. I would just like the approval. It was \$50,000.00 on this one and I have no idea on the other.

Motion made by President Tucker to pay the \$300.00 for the appraisals on the Dreyer Property and seconded by Council Member Broady.

Vote 4-0

Ms. Schafer asked will we be able to close the deal or not close the deal if both appraisals, if this one comes in lower. I'll get with you on that if I have a problem at this point if they both come in about the same or the other one is higher should I just consult you or go on.

Attorney McCall stated just get with me when you have both of them.

Attorney McCall Addresses Council/Dixon Racing Supply

Attorney McCall stated Virgil Bolly contacted me regarding Dixon Racing Supply and he is willing to meet with the town council, myself, himself and Mr. Dixon and hope to allievate the problem, to do that he would need to talk about possibly changing the zoning.

Chief Kinder Addresses Council/Diesel Tank At Town Hall

Chief Kinder stated the diesel tank at the town hall has been replaced due to a leak in the old one. It was suggested that a dike be built around the tank since this was going to be a public parking lot to protect the tank.

Mr. Edwards suggested that the tank be removed from the parking lot, that the street department could use the tank at the waste water treatment plant if it was keyed like the gas tank at the town hall was keyed so they would know which department used what amount of gas.

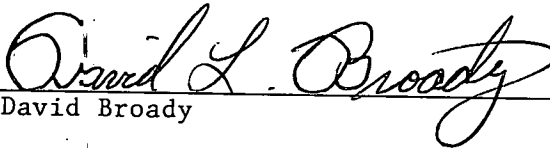
Council Member Alexander stated he would get with Tom to discuss getting rid of the tank at the town hall altogether.


Adjournment

Motichn made by Council Member Broady to adjourn this meeting and seconded by Council Member Alexander.

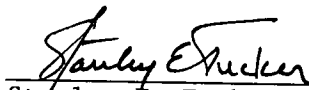
Vote 3-0


With no further business this meeting was adjourned by President Tucker at 7:40 p.m.

  
\_\_\_\_\_  
David Broady

  
\_\_\_\_\_  
Karl Truman

Absent  
\_\_\_\_\_  
Aulton D. Eddings, Jr.

  
\_\_\_\_\_  
Stanley E. Tucker

  
\_\_\_\_\_  
Kenneth Alexander

\_\_\_\_\_  
Attest: Linda G. Schafer

SELLERSBURG TOWN COUNCIL

October 9, 1995

EXECUTIVE SESSION

An Executive Session of the Sellersburg Town Council was held at the Sellersburg Library at 6:00 p.m. to discuss pending litigation and personnel matters. Those present were: Stanley E. Tucker, Council President; Kenneth Alexander, Council Member; Dave Broady, Council Member; Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney; with Karl Truman, Council Member arriving at 6:17 p.m.; and Doug Eddings, Jr., Council Vice-President arriving at 6:30 p.m.

Called To Order

President Tucker called the Executive Session to order at 6:00 p.m.

Topics of Discussion

Margaret Dreyer Property  
Town of Sellersburg vs Dixon  
Indiana Oaks/Animal Control  
Louisville/Indiana Railroad Easement  
Steve Voelker's Request For Fire Claims  
Remonstrance  
Itemization of Attorney McCall's Hours/Bond Issue  
Liability/Animal Control  
Animal Control/Private Property  
Storm Sewer Project Bids  
Specifications/Town Hall Parking Lot  
Town Hall Parking Lot/Bids  
Sewer Rate Ordinance

Adjournment

With no further business, President Tucker adjourned the Executive Session at 6:31 p.m.

Regular Meeting

A Regular Meeting of the Sellersburg Town Council was held at the Sellersburg Library at 6:30 p.m. Those present were: Stanley E. Tucker, Council President; Doug Eddings, Jr., Council Vice-President; Kenneth Alexander, Council Member; Karl Truman, Council Member; Dave Broady, Council Member; Linda G. Schafer, Clerk Treasurer; Perry McCall, Town Attorney.

Called To Order

President Tucker called the Regular Meeting to order at 6:37 p.m.

Prayer

Reverend Bob Hauselman offered the prayer for this meeting.

Pledge

The Pledge of Allegiance to the flag was recited.

Minutes

President Tucker dispensed with the reading of the minutes of the last meeting and requested a motion to approve the minutes as presented.

Motion made by Council Member Alexander to approve the minutes as presented and seconded by Council Member Broady.

Vote 4-0

President Tucker Presented Ordinance 95-634 Transfer of Appropriations-General Fund

President Tucker presented ordinance 95-634 as follows:

ORDINANCE 95634

\*AN ORDINANCE PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE TOWN OF SELLERSBURG, INDIANA, FOR THE YEAR 1995, AS REQUESTED BY THE CLERK TREASURER AND FORWARDED TO THE TOWN COUNCIL FOR THEIR ACTION AND PASSAGE PURSUANT TO IC6-1.1-18-6.

WHEREAS, certain extraordinary conditions have developed since the adoption of the existing annual budget for the year of 1995 and it is now necessary to transfer appropriations into different categories than was appropriated in the annual budget for the various functions of the several departments to meet the emergencies.

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SELLERSBURG, INDIANA, that for the expenses of the Town Government, the following appropriations are transferred unless otherwise stipulated by law.

SECTION 2. Where it has been shown that certain existing appropriations have unobligated balances which will be available for transferring as follows:

<u>GENERAL FUND</u>		<u>GENERAL FUND</u>	
ACCT.#, NAME, & AMOUNT		TO ACCT.#, NAME, & AMOUNT	
SS-365 MAINT. PACKER	1500.00	SS-367 SIGNAGE	1500.00
SS-365 MAINT. PACKER	2500.00	SS-431 STORM DRAIN/MATCH	2500.00
SS-234 FUEL FOR PACKER	1500.00	SS-431 STORM DRAIN/MATCH	1500.00
SS-224 TIRES & TUBES	500.00	SS-431 STORM DRAIN/MATCH	500.00
TC-311 CONSULTING SER.	1000.00	TC-401 TOWN HALL BLDG.	1000.00
TC-341 INS. OTHER	14000.00	TC-401 TOWN HALL BLDG.	14000.00
TC-395 JUDGEMENTS/SET.	1000.00	TC-401 TOWN HALL BLDG.	1000.00

Sellersburg Town Council  
Regular Meeting  
October 9, 1995  
Page 3.

President Tucker Presented Ordinance 95-634 Transfer of Appropriations-General Fund

Motion made by Council Member Alexander to approve Ordinance 95-634 as presented and seconded by Council Member Broady.

Vote 5-0

Chief Kinder Addresses Council/Nuisance Ordinance

Chief Kinder stated on this ordinance that's going to be determined, the nuisance ordinance. I've checked with Jeffersonville and Clarksville and some of the other's and asked them how they handle you know limbs and bushes and water problems and all of that kind of stuff and their's goes to the building commissioner and the street department. They never involve the police unless someone is just so flagrant about it and won't abide the abatement and then the police get involved just due to the fact they have arrest powers and I would like for this council to set up the same type deal on tree limbs, bushes and shrubs and that kind of stuff. We have junk cars, we get the first dog calls and everything else.

Attorney McCall stated you're saying let the building inspector or street department go out and check it and see if it is a nuisance and let them issue a citation.

Chief Kinder stated let them issue a citation or get them to either cut them or get them cut then if it really gets flagrant then the police department will step in because they are violating an ordinance.

President Tucker stated I think if you read this ordinance it's not that difficult to kind of change the wording because it includes the street department in that same paragraph. It's just a question of do they use the police department first and the street department second. If you just flip flop that it could say the street department first with the help of the police department and I think that would accommodate that.

Chief Kinder Addresses Council/Weight Limit On Town Streets

Chief Kinder stated another thing and I'm glad Mr. Eddings is here too because this effects him. We have an ordinance here in town about the weight ordinance on streets when we have local deliveries and so forth. K & I Asphalt and Sellersburg Stone and all of those, Ran Paige and those companies use the back streets, they don't come through the middle of town. The two big deliveries we have is out at Mr. Gilbert's. I was wondering, because at the corner of 31 and Utica Street the semi can't make the turn without all of the people on Utica Street backing up so they can make the corner, so if you've got three or four cars that semi has to block the street and he's in the wrong lane to make a turn. I'd like for the council to consider and again I say consider that they use Bean Road and come out that way.

Council Member Truman stated are you talking about coming up Utica to turn onto 31.

Chief Kinder stated no, well that way too but I'm mainly talking about when they come off the interstate and come up 31 and want to make a right turn on Utica. They need to use Bean Road. We are getting a stoplight at Bean Road. The highway department is putting up a stoplight. I know it is a little extra mileage, not much, I didn't go out and measure. I'd like for the council to consider it.

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Chief Kinder Addresses Council/Weight Limit On Town Streets

President Tucker stated I think it would be a good idea to ask Larry to ask the drivers to use Bean Road instead of coming through town.

Council Member Eddings stated the only problem is the railroad tracks at Bean Road. The garbage trucks and dump trucks are short base trucks and they can make the railroad tracks forward and back without dropping their load but my 50 foot trailer or semi, I have a 40 foot trailer behind it, it would be a problem negotiating the railroad tracks.

John Toombs stated I was told they were going to raise the road. I was told there was a project to raise Greenwood and Bean Road and bring it up to the level of the railroad tracks.

Council Member Eddings stated when that's done Larry and I fully intend to use that access to 65, once that's done you won't have any reason for drivers to use other roads except for the ones going to Speed.

Council Member Alexander stated I don't think they've decided how that railroad track is going to go yet. They don't know what they are going to do because with the level that they've got to raise that then that means they are going to have to raise the level all of the way back to I65. That's at the exit where they are trying to cut me off. They are coming down to take care of the I9 area over there. They aren't going to do anything to Bean Road unless they bring the I65 ramp off.

John Toombs stated I was told that there was a project where they are simply going to raise Greenwood and Bean Road higher and they were going to put a stoplight there.

Council Member Alexander stated I know the residents are concerned like Charlie's Alignment because if they go raising it, then I'm sure they are going to take care of all of the drainage. I haven't heard anything.

Tom Edwards-EMC Addresses Council

Mr. Edwards stated just briefly, the water facility in the past two weeks has ran extremely well. We will be flushing hydrants starting October 15th through Friday, 6:00 a.m. October 20. The waste water treatment plant operated extremely well. We did have right under 3 inches of rain this past week, had no problems, no customer complaints, no backups of any type. The billing office revenue was \$80,299.28 for the past two weeks. I also have a water expense claim to submit for the month of September.

Clerk Treasurer Schafer Presents Claim From EMC

Ms. Schafer stated we have the bill here for the water department expenses for September, meter deposit refunds, NSF checks, sales tax on water for August in the amount of \$3,283.34.

Motion made by Council Member Truman to approve the claim as presented and seconded by Council Member Eddings.

Vote 4-0

Building Commissioner, Stephen Prather Presents Claim

Building Commissioner, Stephen Prather presented his claim in the amount of \$2,740.50 for permits and inspections from August 29, 1995 through October 9, 1995.

Motion made by Council Member Truman to approve the claim as presented and seconded by Council Member Eddings.

Vote 4-0

Council Member Alexander Addresses Council/Abatements

Council Member Alexander stated on tree limbs and such, comparing us to them. Mark's department is no where near evolved to them as far as having someone in the office to keep the notes, there's none. He does all of that. All I'm asking for is six months of the old way because right now he's got dog catching going on. This is the first year for picking up leaves. There's a numerous amount of record keeping that he's just now trying to under take, just not to be hit with everything at one time, give him until May to get everything else under control and then May of next year he'll be at a better level to come up with a proper way. If it's just a real nice letter that's been formatted for him so when a complaint comes in he can just sign it off and mail it out so he can get some kind of procedure. I mean I expect him to work very well with you all as far as getting something done. I'd just like to get everything we've got started and we've started alot, under control and once we are under control there it's all downhill.

Chief Kinder stated I appreciate what you are saying but our job stops once we've sent this letter and then it becomes a town board issue, you know say the street department goes out and trims or do whatever and send the bill to the people. The trees will shed their leaves and the limbs will go back up, it's no problem right now.

Council Member Alexander stated as far as sending out a soft letter, I'll take the responsibility when a complaint comes in to call the people, it's just right now where Mark's at. I'm not going to put anymore on him. He's going to get dog catching down, that's first okay, once he's got that down okay, he's got a bunch of other stuff that I helped start for him over the last year and he doesn't have a secretary, he does it all himself and I'm not saying he needs one, I'm just saying that he is starting to document alot of things and he always has documented alot of things to show what his department is doing and I wanted to make sure that he doesn't have a bunch of loose ends.

Council Member Truman stated we really can't put that on the building inspector because there's no way to....

Attorney McCall stated are you talking about to abate the nuisance.

Council Member Alexander stated yeah, just draft a letter, that's all that needs to be sent out, ultimately it's going to come down to your department anyway.



Council Member Alexander Addresses Council/Fall Leaf Collection

Council Member Alexander stated I had a question asked last week on why we waited until October 30th to start doing our leaf collection on the multi basis and the answer is, over the next three weeks while the leaves are falling quite rapidly is the time to learn how to deal with the multitude in a different way, alot of it, the way we were told was the leaves won't fall in abundance until about October 30th and instead of trying to keep up with them like we did in the past by raking them as they fell, take your lawn mower and just keep on a regular basis and leave them lay. You'll have three mowings by the time the bulk of them start coming down and especially with the summer that we had the nutrients need to be kept on the ground to get that grass back out and kill some of the crab grass, that's why.

Council Member Alexander Addresses Council/Snow Removal

Council Member Alexander stated the next thing that I have, we are trying to come up with a way to solve the street and sanitation department as far as snow removal. We do have cash budgeted to \$60,000.00, in no way does it come close to buying what we need. The sewer department does have a 700 series truck. It was designed to haul rock, it was never designed to push a plow, basically since we've used it to push a plow it has damaged most of the front end parts, it doesn't have the suspension for it. I need some suggestions either from the sewer department or whatever as far as either "a" transferring the truck over to the street department and let them go through the expenditure of fixing the truck up for it's purpose or "b", leaving it where it is at and someone beefing it up and getting it where they can push snow, either/or, it doesn't matter but as far as going out and buying another 700 series truck and setting it up for snow plowing, I don't have the money left in the budget so that's food for thought.

Clerk Treasurer Schafer Presents Claim/EMC Management Fee

Ms. Schafer stated I would like to present the claim from EMC for \$37,374.85 for the sewer department and \$26,916.57 for the water and after discussing this with Kenny Alexander and what he is saying that the receipts and expenses are about 50/50, instead of the way that Doug and I had originally calculated, I think it was like 65/45 or something like that, so I just needed an opinion from the council to continue as it is or 50/50.

Council Member Eddings stated let's go 50/50.

Ms. Schafer stated okay so I may have to adjust this but also these bills, I'm actually running into a slight cash flow problem paying them and I would like to request that EMC give us until the 15th which all of our bills are due the 15th of the month to get this paid. That way I know all of the bills are in.

Kendall Coleman stated just give us a date that you can work with.

Attorney McCall stated do we need to amend the contract to reflect that.

Ms. Schafer stated it's only on the statement.

Attorney McCall stated what does the contract indicate as the payment date.

Clerk Treasurer Schafer Presents Claim/EMC Management Fee

Kendall Coleman stated I don't see why we should Perry, unless you see a legal problem with it, just give us a date that's convenient for you.

Ms. Schafer stated just after the 15th, anytime is convenient for me it's just the cash, it should be in there by the 15th. We may have a few that are delinquent but not a whole lot so I would say...

Council Member Broady stated just set a date and go ahead and put it in the minutes.

Ms. Schafer stated the 17th for sure, everybody will have them in by then.

Council Member Broady stated let's make it the 20th.

Ms. Schafer stated okay that would really help.

Council Member Broady stated so it will be due the 20th of each month after we receive the bill.

Motion made to approve the claim for EMC for the water department in the amount of \$37,374.85 and \$26,916.57 for the sewer department, to split the bill 50/50 between the sewer and water department and to change the payment due date to the 20th of the month made by Council Member Broady and seconded by Council Member Truman.

Council Member Alexander stated as far as the 50/50, we need to look at it as it goes to the end of the year I mean just with the information that came in it was just a one month you know look at. I really do think the information needs to keep coming in so we can stay on top of it.

Vote 4-0

Clerk Treasurer Schafer Presents Claim/Koetter Construction

Ms. Schafer stated I have a bill I'd like to present on behalf of Koetter Construction for their payment #7. The work to date completed comes to \$22,843.70 and the escrow deposit would be \$1,202.30, so these are two separate vouchers.

Council Member Eddings asked are we still retaining 10%.

Ms. Schafer stated yes, that's the escrow payment so I still have the 10% I'm holding.

Council Member Broady stated don't we have a date that this was to be done.

Council Member Eddings stated yes, September 28.

Ms. Schafer stated they are laying the floors, they are coming along at a rapid pace, they are coming back and reviewing the mold on the wall and some other problems. They replaced the floor once and it cracked and they had to take it back up so they have had a couple of problems but they are working on the building daily.

Clerk Treasurer Schafer Presents Claim/Koetter Construction

Council Member Alexander stated I just think when they get done they get paid.

Council Member Eddings stated we've got 10% of their money.

Council Member Alexander stated I mean they went two weeks with two people being up there and I'm sorry, I wouldn't pay them until they get it done maybe they'll have four people up there.

President Tucker stated we still have \$52,000.00 of their money.

Council Member Eddings stated the \$52,000.00 isn't even the 10% so we've got \$52,000.00 plus 10% of their money, that should make them hustle.

President Tucker stated let's do this, I haven't made a motion on this part yet so if they don't have it ready by Halloween then we'll do something.

Attorney McCall stated do we have a copy of the contract.

President Tucker stated Linda do you have a copy of the contract.

Ms. Schafer stated yes.

Motion made by Council Member Eddings to approve the claim for Koetter Construction as presented and seconded by Council Member Broady.

Vote 3-1, with Council Member Alexander voting against.

Clerk Treasurer Schafer Presents Claim/Hecker Construction

Ms. Schafer stated I have a bill for Hecker Construction that I would like to have approved and they did do a wonderful job on the Nevada, Georgian corner where we were having the problem for \$2,080.00 for the work they did there.

Council Member Alexander stated it works too.

Motion made by Council Member Alexander to approve the claim as presented and seconded by Council Member Truman.

Vote 4-0

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Clerk Treasurer Schafer Addresses Council/Additional Office Space At New Town Hall

Ms. Schafer stated we have a room which was originally designated for a work area for the various department in the back and it has been tiled which it's really not useful to us and we do need additional office space and I would like permission, which I did talk to Dick Gilmet with Koetter and he had no problem since the project that they're working on is prevailing wage and I feel that I can get the job done a whole lot cheaper with checking into utilizing part of that space which the building commissioner and I looked at it today and all of the duct work has been ran to add two additional offices, one for the building commissioner and also the other may be for the housing authority in that room which would still leave a drop off area and a hallway. I thought I'd ask if I could check into it and see how much it would cost to run petitions and a couple of electrical plugs back there, it is really unused space and we could use the additional office space.

Council Member Broady stated we may want to wait until Koetter gets finished.

President Tucker stated Dave made a comment which I think is a good idea, we may want to wait until Koetter gets finished.

Ms. Schafer stated that's a good idea. I did ask Dick and he didn't have a problem with it at all.

President Tucker Presents Claims For The Civil, Water And Sewer Departments

President Tucker presented the claims for the civil, water and sewer departments for the last two week period and requested a motion to approve the claims as presented.

Motion made by Council Member Broady to approve the claims as presented and seconded by Council Member Alexander.

Council Member Broady stated on this copy machine reimbursement from the water and sewer.

Ms. Schafer stated yes, we had paid the whole thing out of civil, it was a maintenance agreement that I had presented at the last meeting.

Ms. Dean stated what happened I wasn't at the last meeting and you all made the motion to split the bill and I paid the bill before I listened to the tape. I paid it out of civil and the tape said split the bill between the three departments and I had already typed the check and sent it so that was reimbursement from the sewer and water.

Council Member Eddings stated for a maintenance contract.

Ms. Schafer stated that's what you had approved at the last meeting.

Council Member Broady stated doesn't EMC have their own copy machine.

Mr. Edwards stated yes, we do have our own copy machine.

Ms. Schafer stated well that's why I presented it at the last meeting and everyone agreed that I still do civil, water and sewer copies.

Council Member Broady stated is this a month.

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President Tucker Presents Claims For The Civil, Water and Sewer Departments

Ms. Schafer stated it's a year.

Council Member Eddings stated there's still stuff that has to go across that copy machine.

Ms. Schafer stated oh yeah, I do it as we speak.

Vote 4-0

Attorney McCall Addresses Council/NSF Checks

Attorney McCall stated one thing briefly regarding non sufficient fund checks and I just had a question, is there a collection process for nsf checks, I mean it obviously hasn't been paid is that correct.

Mr. Edwards stated most generally we give them a notice and they do come straight in and pay it. We get the check and we deposit it and it comes back bad and we go pick up the check and make it good and then we bill the city back. The city is actually getting a \$20.00 reimbursement for the bad check.

Council Member Eddings stated when you're submitting that receipt, you've already received the money in.

Mr. Edwards stated that's right.

Attorney McCall stated let's say they are refusing to pay one of those checks, who's responsible for the collection.

Mr. Edwards stated we do go out and tag the door and give them notice to come in and pay and if they don't there water service is shut off and they come in and pay.

Attorney McCall stated okay but what if we ever get to the point where they don't, is it the town's responsibility or what.

Mr. Edwards stated well the city can file a lien on that property for non payment, they would have a lien on the property.

Attorney McCall stated so it would be by the town.

President Tucker Addresses Council/Louisville-Indiana Railroad Easement

President Tucker stated the Louisville-Indiana Railroad, we paid a \$6,000.00 easement fee to them and it turns out that the easement fee should of been \$12,000.00. I'd like a motion to be made to pay the additional \$6,000.00 to Louisville-Indiana Railroad and this will pay for this easement forever and ever.

Motion made by Council Member Broady to pay the remaining \$6,000.00 to Louisville-Indiana Railroad and seconded by Council Member Alexander.

Sellersburg Town Council  
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October 9, 1995  
Page 11.

President Tucker Addresses Council/Louisville-Indiana Railroad Easement

Council Member Truman stated how does that come out of the fund.

Ms. Schafer stated \$3,000.00 water and \$3,000.00 sewer.

President Tucker stated these are water and sewer easements.

Council Member Broady stated actually you are paying \$6,000.00 out of one and \$6,000.00 out of the other.

Ms. Schafer stated that's correct.

Council Member Broady stated is this a one time shot or \$300.00 a year.

Attorney McCall stated it's \$300.00 times 20 years if you pay it, it's over with. These are the only two easements out there that have not been paid.

John Toombs stated all of the others have been paid as we went, all of the others were a one time fee.

Vote 4-0

President Tucker Addresses Council/Itemization Of Attorney McCall's Hours-Bond Issue

President Tucker stated I would make a motion, when Karl a few meetings ago had asked Perry to itemize his fees that were in essence accumulated with the bond issue, that Karl asked him to itemize that and Perry brought it up a little while ago in the first meeting and I would make the motion that we not make Perry itemize that under the agreement of Perry's contract we knew that he was going to have certain fees for preparing documents.

Motion made by President Tucker to not have Attorney McCall itemize hours spent on the bond issue and seconded by Council Member Eddings.

Council Member Truman stated I'd like to clarify that, it wasn't just me bringing it up, I made a motion and the majority of the board approved the motion so it wasn't just me. I just feel in the interest of the town that \$13,500.00 a percentage of the bond even at a rate of \$100.00 an hour would be 135 hours probably three weeks, over three weeks of full time work at a rate of \$100.00 an hour and I was just looking out for the taxpayers on that issue rather than being a windfall. The bond council in Indianapolis is the one that actually does the bond and that's why I raised that question and the majority of the board approved making that request.

President Tucker stated I'm in essence making a motion that we not require him to itemize.

Council Member Alexander stated I was one of them that was a majority but and I agree in theory okay but it should of been specified in the beginning, it makes it kind of hard if he wasn't told in the beginning hey document this, now to have him go back and actually document it, in theory you're correct and as far as saying hey you did this, now we want you to go back and tell me what you did at 5:00 p.m. on Tuesday, April the 6th.

President Tucker Addresses Council/Itemization Of Attorney McCall's Hours-Bond Issue

Council Member Truman stated you're right the fees should of been specified but that's not our responsibility, it's our attorney's responsibility.

Council Member Alexander stated you're right but as a lesson in the future.

Attorney McCall stated as far as fees being specified I mean Umbaugh and Associates didn't specify and they haven't been asked to itemize. I was involved in the process from June until right up until last week. It's easy now since you've asked me to keep up with the telephone calls and the meetings that we've had.

Council Member Truman stated I don't have a problem with having them all itemize, I don't have a problem with that.

Attorney McCall stated but initially it was not asked, it was directed to me and to go back to June it's going to be difficult. You know as well as I do to itemize something like that is next to impossible. If you start from the beginning, I've itemized for the welfare dept. for years on a day to day basis, keep track of those hours, write them down, keep them on the computer, it's easy to do if you're instructed to do that, I don't want to bring you something, it's going to be a guesstimate and if you want a guesstimate I can do that. I'm not going to get everyday, every minute.


Vote 4-1, with Council Member Truman voting against.

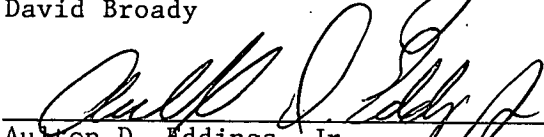
Adjournment

Motion made by Council Member Eddings to adjourn this meeting and seconded by Council Member Alexander.

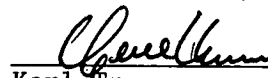
Vote 4-0

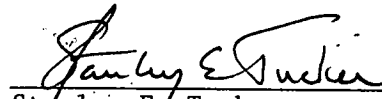
With no further business this meeting was adjourned by President Tucker at 7:17 p.m.

  
\_\_\_\_\_  
David Broady

  
\_\_\_\_\_  
Aulton D. Eddings, Jr.

  
\_\_\_\_\_  
Kenneth Alexander

  
\_\_\_\_\_  
Karl Truman

  
\_\_\_\_\_  
Stanley E. Tucker

  
\_\_\_\_\_  
Attest: Linda G. Schafer  
Clerk Treasurer