

**SELLERSBURG TOWN COUNCIL MEETING MINUTES
316 E UTICA STREET | SELLERSBURG, IN 47172
MAY 13, 2024**

CALL TO ORDER

President Brad Amos called the meeting to order at 6:04 p.m.

ROLL CALL OF MEMBERS:

Present: President Brad Amos, Vice President Terry Langford, Member Randy Mobley, Member Matt Czarnecki, Town Manager Charlie Smith, Town Attorney Jacob Elder and Clerk Treasurer Michelle Miller.

Absent: Second Vice-President Scott McVoy

PRAYER AND PLEDGE OF ALLEGIENCE

MOTION TO ADOPT THE AGENDA AS PRESENTED:

M|S|V: Czarnecki | Mobley | 4-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

M|S|V: Mobley | Czarnecki | 4-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE CLAIMS:

M|S|V: Czarnecki | Mobley | 4-aye, 0-nay, motion approved.

APPROVAL OF APRIL PAYROLL ALLOWANCE DOCKET:

M|S|V: Czarnecki | Mobley | 4-aye, 0-nay, motion approved.

NEW BUSINESS:

1. ERS WIRELESS AGREEMENT APPROVAL | \$8,460.00 ANNUALLY:

M|S|V: Czarnecki | Langford | 4-aye, 0-nay, motion approved.

2. BOYCE/KEYFUND AGREEMENT | \$4,865.00 AND ANNUAL AUTO-RENEWAL:

M|S|V: Czarnecki | Mobley | 4-aye, 0-nay, motion approved.

RECEIPT OF STAFF REPORTS:

TOWN MANAGER, CHARLIE SMITH: Gives various updates/information.

Discusses removal or sale of old water tank on Holman's Lane in Jeffersonville.

TOWN ENGINEER, JACOBI, TOOMBS & LANZ: Mike Harris presents project status report

ADJOURNMENT:

MSV: Czarnecki | Mobley | 4-aye, 0-nay, motion approved.

Time adjourned: 6:34 p.m.

SELLERSBURG TOWN COUNCIL MEETING MINUTES
316 E UTICA STREET | SELLERSBURG, IN 47172
MAY 13, 2024

Minutes approved this 28th day of MAY, 2024

Brad J. Amos, Council Member

Matt Czarnecki, Council Member

Scott McVoy, Council Member

Terry Langford, Council Member

Randall Mobley, Council Member

Attest: Michelle D. Miller, Clerk Treasurer

TOWN OF SELLERSBURG
REGULAR TOWN COUNCIL MEETING
316 E. UTICA STREET SELLERSBURG, INDIANA 47172

Agenda

May 13, 2024

As Noticed; Immediately Succeeding the Executive Session

CALL TO ORDER AND ROLL CALL OF MEMBERS:

PRAYER:

PLEDGE OF ALLEGIENCE: All Present.

MOTION TO AMEND/ADOPT THE AGENDA AS PRESENTED:

APPROVAL OF MINUTES:

Approval of minutes as submitted by the Clerk-Treasurer.

APPROVAL OF ALLOWANCE CLAIMS:

APPROVAL OF PAYROLL ALLOWANCE DOCKET:

COMMENTS FROM PUBLIC ON AGENDA ITEMS (time limit of 5 minutes per person):

ORDINANCES AND RESOLUTIONS:

UNFINISHED BUSINESS:

NEW BUSINESS:

1. ERS Wireless Agreement
2. Boyce/KeyFund Agreement

GENERAL COMMENTS FROM THE PUBLIC (limited to 15 minutes total):

RECEIPT OF STAFF REPORTS:

Charlie Smith, Town Manager
Chief Russ Whelan
Mike Harris (Jacobi, Toombs, & Lanz)
Jacob "Jake" Elder, Town Attorney

COMMENTS FROM COUNCIL MEMBERSHIP (Good of the order):

Randall Mobley, District 2
Terry Langford, District 4
Brad J. Amos, District 3
Scott McVoy, District 1
Matthew Czarnecki, At-Large
Michelle Miller, Clerk-Treasurer

ADJOURN:



P.O. Box 110, Ligonier, IN 46767
 Phone: 260-894-4145
 Fax: 260-894-7581
 www.erswireless.com

Date:	May 10, 2024
ERS Rep:	Christopher Morgan
ERS Location:	Louisville
Proposal#:	

Select options by using "X" - If both "X" both fields

TRBOSelect (CDR)	X
WAVESelect (WV)	

New Contract	
Addendum	

ERS WIRELESS TRBOSelect (CDR)/WAVESelect (WV) Contract:

1) Customer Legal Name:

Town of Sellersburg

2) Contact Name and Title:

Charlie Smith, Town Manager

3) Billing Address:

PO Box 175, Sellersburg, IN 47172

4) Physical Address if different from Billing Address:

316 E Utica St, Sellersburg, IN 47172

5) Phone Number:

812-246-3821 ext 9

6) Email Address:

csmith@sellersburg.org

7) Initial Contract Term: Minimum of 24 Months - Enter # of Months

12 Months

8) Contract Start Date:

4/1/24 - 3/31/25

9) Payment Options - Select options by using "X"

Monthly	
Annual	X

10) General Description of Project and how System should be set up:

Contract pricing for 2024

TRBOSelect PROGRAM PRICING

11) MONTHLY RECURRING FEES - Add amount in Quoted Rate Column if different from Standard Rate

Qty	Services/Device Options	Standard Monthly per Unit	Quoted Monthly per Unit	Monthly Extended	Annual
TRBOConnect Portables with Monthly Airtime					
	R7 Enabled Non Display Portable - Select Antenna Option Below - LCP/Cap Max Only	\$ 69.00	\$ -	\$ -	\$ -
	R7 Enabled Display Portable - Select Antenna Option Below - LCP/Cap Max Only	\$ 72.00	\$ -	\$ -	\$ -
	R7 UHF Short Whip Antenna 6CM	NC			
	R7 UHF Short Stubby Antenna 9CM	NC			
25	XPR7350e Non Display Portable - Select Antenna Option Below	\$ 66.00	\$ 26.20	\$ 655.00	\$ 7,860.00
	XPR7550e Full Keypad w/ Color Display Portable-Select Antenna Option Below	\$ 69.00	\$ -	\$ -	\$ -
	UHF Stubby Antenna	NC			
	UHF Whip Antenna	NC			
TRBOConnect Mobiles with Monthly Airtime - Ancillary Parts Sold Upfront					
	XPR5350e Mobile UHF 25-40W w/ Numeric Display	\$ 56.00	\$ -	\$ -	\$ -
	XPR5550e Mobile UHF 25-40W w/ Alpha Numeric Display	\$ 62.00	\$ -	\$ -	\$ -
TRBOConnect Control Station with Monthly Airtime - Ancillary Parts Sold Upfront					
	XPR5350e Mobile Control Station - 1-25 Watt Radio	\$ 56.00	\$ -	\$ -	\$ -
	XPR5550e Mobile Control Station - 1-25 Watt Radio	\$ 62.00	\$ -	\$ -	\$ -
Linked Capacity Plus Portables with Monthly Airtime - Not compatible with TRBOConnect System					
	XPR3300e Non Display Portable - Select Antenna Option Below	\$ 47.00	\$ -	\$ -	\$ -
	XPR3500e Display Model Portable - Select antenna Option Below	\$ 49.00	\$ -	\$ -	\$ -
	UHF Stubby Antenna	NC			
	UHF Whip Antenna	NC			
Linked Capacity Plus Mobiles with Monthly Airtime - Not compatible with TRBOConnect System					
	XPR2500 Mobile 25-40 Watt	\$ 49.00	\$ -	\$ -	\$ -
	XPR2500 Control Station 1-25 Watt	\$ 49.00	\$ -	\$ -	\$ -
Monthly Service Fee for Add-On Features					
# of Units	# Talkgroups				
	Add Additional Talkgroups per Unit	\$ 3.00	\$ -	\$ -	\$ -
	Add Private Call per Unit	\$ 6.00	\$ -	\$ -	\$ -
25	Add Additional Talkgroups	\$ 2.00	\$ -	\$ 50.00	\$ 600.00
	Add Basic Text Messaging per Unit	\$ 3.00	\$ -	\$ -	\$ -
	Add GPS Location (3 Minutes Intervals) per Unit	\$ 11.00	\$ -	\$ -	\$ -

	Monthly	Annual
Recurring Fees:	\$ 705.00	\$ 8,460.00

12) TRBOSelect UPFRONT FEES

Qty	Services/Upfront Fees	Standard Upfront Per Unit	Quoted Upfront	WAIVED - Mark with "X"	Extended
25	TRBOSelect Activation Fee - All radio Models - Per Device	\$ 100.00	\$ -		\$ 2,500.00
	Install at ERS Wireless Location	\$ 180.00	\$ -		\$ -
	Install at Customer Location	\$ 220.00	\$ -		\$ -
	Install of Non-Standard Vehicle - QUOTE ONLY		\$ -		\$ -
0	TRBOSelect Upfront Part Fees as Quoted - Mobile/Control Station Equipment (antennas, connectors, power supplies, accessories), CER Integration Fee - QUOTE ONLY		\$ -		\$ -
Enter anything additional for Upfront Fees that is not represented in the above cell.					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -

Note: All misc. installation materials, accessories, base station power supply & antenna systems sold separately.

Total Upfront Fee:	\$ 2,500.00
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User Initials: *BAA*

WAVEselect PROGRAM PRICING

13) MONTHLY RECURRING FEES - Add amount in Quoted Rate Column if different from Standard Rate

Qty	Services/Device Options	Standard Monthly per Unit	Quote Monthly per Unit	Monthly Extended	Annual
TLK100 Portable - Device Included with Monthly Service					
	WAVE TLK100 Device with 2 Year Contract - Includes TLK100 Device	\$ 39.00	\$ -	\$ -	\$ -
TLK110 Portable - Device Included with Monthly Service					
	WAVE TLK110 Device with 2 Year Contract - Includes TLK100 Device	\$ 43.00	\$ -	\$ -	\$ -
TLK150 Mobile - Device Purchased by Customer with Monthly Service					
	WAVE TLK150 with 2 Year Contract - Requires purchase of TLK150 for \$149.00 - See Upfront Fee Section	\$ 39.00	\$ -	\$ -	\$ -
TLK150 Mobile - Device Included with Monthly Service					
	WAVE TLK150 Device with 2 Year Contract - Include TLK150 Device	\$ 49.00	\$ -	\$ -	\$ -
TLK25 Portable - Device Included with Monthly Service					
	WAVE TLK25 Device with 2 Year Contract - Include TLK25 Device and Charger	\$ 25.00	\$ -	\$ -	\$ -
EVOLV Portable - Device Included with Monthly Service					
	EVOLV Device with 2 Yr Contract - Includes Standard Battery - Includes Mobile PTT	\$ 54.00	\$ -	\$ -	\$ -
	EVOLV Device with 2 Yr Contract - Includes High Capacity Battery - Includes Mobile PTT	\$ 58.00	\$ -	\$ -	\$ -
BYOD Application Monthly Service					
	WAVE PTX Mobile Application for iOS or Android/LEX11 - BYOD Devices	\$ 10.00	\$ -	\$ -	\$ -
Web Based Dispatch for WAVE - Priced per Simultaneous Log-In					
	WAVE PTT Dispatch	\$ 40.00	\$ -	\$ -	\$ -
REQUIRED FOR INTEGRATION TO LMR RADIO SYSTEM					
WAVE LMR Interop is REQUIRED with the base subscription package for TLK100, TLK150, BYOD or Dispatch for all Integrations of WAVE to a customer owned or ERS TRBOConnect Radio System. Customer owned systems require a Multi-Tenant Gateway with Integration Services. See WAVEselect Upfront Fee Section.					
	WAVE PTT LMR Interop - WAVE PTT License Required	\$ 7.50	\$ -	\$ -	\$ -
Streaming Video Options for WAVE PTX and for Dispatch - Requires base package for BYOD Device or Dispatch					
	WAVE Streaming Video - WAVE PTT License Required	\$ 17.00	\$ -	\$ -	\$ -
	WAVE Streaming Video - DISPATCH WAVE PTT Dispatch License Required	\$ 150.00	\$ -	\$ -	\$ -
Comprehensive Maintenance Coverage - Includes repair or replacement of unit for physical or liquid damage - Priced Per Unit Per month					
	TLK100 Portable Comprehensive Maintenance Coverage	\$ 3.50	\$ -	\$ -	\$ -
	TLK110 Portable Comprehensive Maintenance Coverage	\$ 4.50	\$ -	\$ -	\$ -
	TLK150 Mobile Comprehensive Maintenance Coverage	\$ 7.50	\$ -	\$ -	\$ -
	TLK25 Comprehensive Maintenance Coverage	\$ 3.00	\$ -	\$ -	\$ -
	EVOLV Comprehensive Maintenance Coverage	\$ 11.00	\$ -	\$ -	\$ -
SafeGaurd Options					
	SafeGuard Option for all TLK Units and Mobile PTT Application	\$ 7.00	\$ -	\$ -	\$ -
	SafeGuard Option for WAVE Dispatch	\$ 88.00	\$ -	\$ -	\$ -
				Monthly	
Recurring Fees:				\$ -	\$ -

14) WAVEselect UPFRONT FEES

Qty	Services/Upfront Fees	Standard Upfront Per Unit	Quoted Upfront Rate	WAVED - Mark with "X"	Extended
0	WAVE Activation Fee Per Device	\$ 50.00	\$ -		\$ -
0	WAVE PTT Dispatch Activation-Per Position - Software will operate on customer provided computer.	\$ 150.00	\$ -		\$ -
	WAVE LMR Interop/Multi-Tenant Gateway Equipment - QUOTE ONLY		\$ -		\$ -
	WAVE LMR Interop/Gateway Installation - QUOTE ONLY		\$ -		\$ -
0	TLK150 Device Fee	\$ 149.00	\$ -		\$ -
	Mobile Install at ERS Location	\$ 180.00	\$ -		\$ -
	Mobile Install at Customer Location	\$ 220.00	\$ -		\$ -
	Install of Non-Standard Vehicle or Control Stations - QUOTE ONLY		\$ -		\$ -
	WAVEselect Upfront Part Fees as Quoted - Mobile/Control Station Equipment (antennas, connectors, power supplies, accessories), CER Integration Fee - QUOTE ONLY		\$ -		\$ -
Enter anything additional for Upfront Fees that is not represented in the above cell.					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -

Note: All misc. installation materials, accessories, base station power supply & antenna systems sold separately.

Total Upfront Fee:	\$ -
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CONTRACT SUMMARY - Contact Contract Manager for Current Contract Amount if Applicable - 260-894-4145 ext. 2236

Contract #	Contract Details	Monthly Total	Annual
1	Recurring Fees for TRBOConnect and WAVEselect from Above	\$ 705.00	\$ 8,460.00
1	Current Contract Amount, if Applicable	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

	Monthly	Annual
Contract Total Recurring Fees with Addendum:	\$ 705.00	\$ 8,460.00

Total of Upfront Fees:	\$ 2,500.00
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16) TRBOConnect, Linked Capacity Plus and/or WAVE

17) # and Name of Talkgroups

18) Will Private Call be Utilized - Indicate what radios require this feature

19) Will Text Messaging be Utilized - Indicate what radios require this feature

20) If GPS is being added, will all radios be active and what is the interval time required - Standard is 3 minutes

2) Is ERS adding additional site or infrastructure for this customer

22) If installs are required, where will they take place - ERS or Customer Facility - include address

23) If installs are required, will it be during normal business hours - Monday - Friday 8am to 5pm

24) If installs are required, details of the installation, including an alternate contact

25) Customer Responsibilities for the project:

Additional travel or service fees may apply if the customer does not have vehicles or facilities available for the installs at the agreed upon time and place.

26) Additional Information:

ERS Wireless will maintain ownership of the equipment at all times, unless customer has purchased devices. ERS Wireless will maintain the equipment under this agreement for normal usage failures under the rental program. The infrastructure equipment is owned and maintained by ERS Wireless for the wide-area radio system. The standard portable radio package includes a radio, battery, belt clip, antenna and single unit charger. Battery replacements or other accessories(not part of standard package) are not included as a part of this agreement. Physical or liquid damaged repairs, lost/stolen equipment replacements, or Acts of God are the responsibility of the User to repair or replace back into the agreement. There will be a fee of \$200.00 per unit for early termination and all equipment must be returned to ERS Wireless unless it was purchased outright. ERS Wireless will determine if equipment to be returned must be removed by a qualified technician.

27) If control stations present, the products that will be purchased by the customer upfront and installation location:

WAVE MOBILE APPLICATION - For Cellular BYOD Users - User Name, Mobile # and Email are required. For WIFI Users -

28) User Name and Email Only are required

User Name	<input type="text"/>
Cellular or WIFI Only	<input type="text"/>
Mobile #	<input type="text"/>
Email	<input type="text"/>

User Name	<input type="text"/>
Cellular or WIFI Only	<input type="text"/>
Mobile #	<input type="text"/>
Email	<input type="text"/>

See Tab "WAVE Mobile App Date" for additional entries

ERS Wireless TRBOSelect (CDR)/WAVESelect (WV) Contract Terms and Conditions

THIS TRBOSelect/WAVESelect Agreement (the "Agreement") is by and between Emergency Radio Service, LLC, dba ERS Wireless located at 592 W. Perry Road, PO Box 110, Ligonier, IN 46767, an Indiana Corporation (herein "Provider"), and the entity listed above (herein "User").

WHEREAS, the parties hereto desire to enter into an Agreement for the provision of certain services involving communications equipment and a maintenance program of said equipment by the Provider to the User; and

WHEREAS, the terms and conditions of the Agreement shall govern the use of Equipment and the extent of the maintenance of the Equipment between Provider and User;

NOW THEREFORE, IN CONSIDERATION of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. PARTIES; EQUIPMENT; TERM; FEES; AND ACCEPTANCE

A. Use of Equipment. Provider will supply to the User the equipment listed above, together with all replacements, duplicate parts, repairs, additions, devices, and accessories incorporated therein and/or affixed thereto (herein collectively the "Equipment").

B. Maintenance of Equipment. Provider agrees to maintain the Equipment provided to the User as described above.

C. Term & Termination. This Agreement shall have an initial term as listed above, commencing on the date stated above. After the expiration of the initial term either party may terminate this Agreement upon 30 days written notice. In the absence of notice of termination the agreement shall automatically renew for one-year periods.

D. Warranties; Limitation of Liability. The User has selected the Equipment of the type and quantity as set forth in above. Neither Provider nor any of its affiliates shall be liable for, and User waives any claim against provider for; multiple, incidental, special or consequential damages including, but not limited to; damage or loss of other property or products, loss of profit or revenue, loss of use of machinery or parts thereof, inability to perform specific projects, cost of capital, injuries or death of persons or damage to property or claims resulting from contracts and/or agreements between the User, its customers, and/or suppliers, in each case that in any way relates to the Agreement and maintenance of the Equipment.

E. Fees. The User shall pay to the Provider the amount indicated above as Monthly Fee, plus applicable state sales tax, (collectively the "Fees") payable as indicated.

F. Late Charges. None.

G. Taxes and Licenses. If applicable, the User shall pay all taxes, license fees, and assessments levied on the Equipment, or relating to this Agreement, exclusive of franchise taxes and taxes measured by the income of the Provider, if any. The User shall file all returns required therefore and furnish copies thereof to the Provider. The Provider will cooperate with the User and furnish the User with any information available to the Provider in connection with the User's obligations under this paragraph.

H. Credit and Financial Information. The User warrants that any credit and financial information submitted to the Provider prior to, herewith, or at any time during the term of this Agreement (if any) is true, correct, complete, and for inducing the Provider to enter into this Agreement.

2. DELIVERY; ACCEPTANCE; AND OWNERSHIP

A. Delivery. The Equipment shall be delivered as indicated above. The parties agree that the Equipment will be considered delivered and User will accept the risk of loss at the time of possession by User.

B. User's Inspection and Acceptance. The User shall be given a right to inspect the Equipment prior to its receipt thereof. Acceptance of delivery or taking of possession of the same by User acknowledges receipt of the Equipment in good condition and working order and as satisfactory in all respects for the purposes of this Agreement. If User fails to refuse delivery or to not take possession of the same, the Equipment shall be deemed to conform to the terms of the Agreement and User shall be deemed to have accepted the equipment. User expressly waives any rights User may have otherwise had after taking possession of the Equipment to revoke acceptance or claim breach of warranty with respect to any obvious or material defects that should have been discovered upon a casual inspection. No defect or unfitness in any item of Equipment shall relieve the User of the obligation to pay the Fees or any other obligation under this Agreement except as expressly provided herein.

C. Ownership. The Equipment shall at all times remain the property of the Provider and the User shall have no right or property interest therein except the right to use the same under this Agreement. This does not apply if the customer purchased the equipment outright and only obtains licensing for services from ERS Wireless.

D. Personal Property. The Equipment shall remain at all times personal property regardless of the manner affixed to User's realty. The User shall maintain each item so that it may be removed from any building and/or location in which it is placed without damaging such building.

E. Encumbrances. User shall keep the Equipment free and clear of all levies, liens, and encumbrances.

3. RETURN OF EQUIPMENT

A. Return of Equipment. Upon termination of this Agreement for any reason, User shall, at its expense, return the property forthwith to Provider. The Equipment, upon its return, shall be in good, clean condition, working order, and repaired as it was at the beginning of the term, reasonable use and fair wear and tear expected.

B. Holdover. In the event User's use of the Equipment continues beyond the expiration date of this agreement, User's obligations under this agreement, including the obligation to pay the Fee, shall continue at the same monthly rate.

4. USE; LOCATION; INSPECTION AND MAINTENANCE; PAYMENT

A. Use. The Equipment is to be used in a careful, safe and prudent manner. User promises not to abuse the property or use it unlawfully or for any unlawful purpose, nor permit any other person to do so. User promises to comply with all laws, ordinances, regulations, requirements, safety regulations and FCC rules & regulations with respect to the use, and operation of the Equipment.

B. Location. User promises to keep the property within the physical boundaries of the state in which Provider provided delivery or allowed the possession of the same, and not remove it from within the boundaries of said state without Provider's written consent.

C. Inspection. The Provider, upon prior reasonable notice to User, shall have the right to inspect the Equipment during the Provider's normal business hours.

D. Maintenance, Repair, and Service. Provider shall maintain, preserve, and keep the Equipment in good, working order, and repair during the term of the Agreement and in accordance with the services described above. The User shall not make any alterations, additions, or improvements to the Equipment without the prior written consent of the Provider. All repairs, replacements, parts, devices, accessories, and improvements of whatever kind or nature furnished or affixed to the Equipment shall belong to and become part of the property of Provider.

E. Provider's Payment. In the case of the failure of the User to keep the Equipment in good condition and working order as hereafter specified, the Provider shall have the right, but not the obligation to keep the Equipment in good condition and working order, as the case may be. In such event, the cost thereof shall be repayable by the User to the Provider.

5. RISK OF LOSS; INSURANCE; AND INDEMNIFICATION

A. Risk of Loss. The User assumes the entire risk of loss, theft, or damage to the Equipment, whether or not covered by insurance, and no such loss, theft or damage shall relieve the User of its obligations hereunder except as set forth in this Paragraph. In the event of loss, theft or damage to the Equipment in whole or in part, the User shall promptly notify the Provider and, at the Provider's option:

1. Place such Equipment in good or working order; or

2. Replace such Equipment with like Equipment in good condition and working order and furnish the Provider with the necessary documents to vest good and marketable title thereto in the Provider; or

3. If the Provider determines that any item of Equipment is beyond repair, pay to the Provider, within ten (10) days of such notification, the loss value thereof which shall be an amount equal to the sum of a) all Fees and other amounts due and owing under this Agreement thereon at the time of payment, plus b) the sum of the Fees and other amounts to become payable for same during the balance of the Agreement, plus c) the fair market value of such item of Equipment when new (and not as of the date of the start of this Agreement). Upon such payment the Agreement shall terminate, with respect to the item of equipment so paid for and the User shall thereupon become the owner thereof.

B. Insurance. While the Equipment is in the User's possession, User shall, at its expense, obtain and maintain insurance sufficient to protect all interests of the Provider, against all risks of loss, theft or damage from every cause whatsoever for not less than the then current value of the Equipment. In addition, the User shall purchase insurance in an amount reasonable under the circumstances to cover the liability of the Provider for public liability and property damage. The insurance policies and the proceeds there from shall be the sole property of the Provider and the Provider shall be named as an additional insured in all such policies and as sole loss payee there under. Upon demand of Provider, the User shall deliver to the Provider prior to or on the scheduled delivery date of the Equipment, the policies of insurance or duplicates thereof or other evidence satisfactory to the Provider of such insurance coverage.

C. Indemnification. The User agrees to defend, indemnify, and hold Provider harmless from all actual or threatened claims, losses, damages, liability, and expenses, including reasonable attorney Fees, arising from the User's possession, use, operation, care, storage, or maintenance of the Equipment.

6. DEFAULT AND REMEDIES

A. Default. Any of the following events or conditions shall constitute default of the User under this Agreement:

1. User fails to pay when due any installment of the FEE or other payment due Provider, and fails to cure such default within sixty days (60) days after notice;

2. User defaults in the performance of any other obligation under this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of default from Provider;

3. User fails to obtain or maintain insurance as provided in paragraph 5 of this agreement.

B. Remedies. Upon the occurrence of any event of default as set forth in Paragraph 6.01, the Provider may, without notice, terminate this Agreement and shall have the right to do the following without demand or notice of any kind:

1. Declare due, sue for, and receive from the User the sum of all Fees and other amounts due and owing under this Agreement plus the sum of the Fees and other amounts to become payable during the balance of this Agreement plus the replacement cost of the Equipment. Upon such recovery, the Equipment shall become the property of the User.

2. Without notice or prior demand on the User, retake possession of any and all Equipment without court order or other process of law. The User shall be liable for arrears of Fees, if any, the expense of Provider retaking possession, and the removal of the Equipment, court costs and attorney fees, in addition to the balance of the rentals provided for herein, or in any renewal hereof. USER WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPMENT BY THE PROVIDER.

C. Concurrent Remedies. The rights granted to the Provider under this Article shall be cumulative and action on one shall not be deemed to constitute an election or waiver of any other right to which the Provider may be entitled. The User waives trial by jury in any action or proceeding arising hereunder.

7. ASSIGNMENT

Assignment. Upon notice to the User, Provider may assign this Agreement or any rights under it. User may not assign this Agreement or any rights under it, or sublet the Equipment without the Provider's prior written consent.

8. MISCELLANEOUS

A. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties. There are no other promises or conditions in any other agreement, oral, or written. This Agreement may only be modified by a writing, dated subsequent to the date hereof, and duly signed and executed by the parties hereto.

B. Waiver of Default. A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver by the Provider or any provisions hereof shall constitute a waiver of any other matter. All waivers shall be in writing and executed by a corporate officer of the Provider. No failure on the part of the Provider to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

C. Severability. If a court finds any portion of this Agreement to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

D. Exculpation of the Provider. If Provider shall convey title to the Equipment pursuant to a sale or exchange, the Provider shall not be liable to User or any immediate or remote assignee or successor or User as to any act or omission from and after such conveyance.

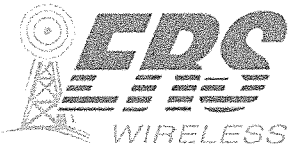
E. Outside Forces; Acts of Nature. Any delay in performance by Provider shall not be considered breach of this agreement, and time required for performance shall be extended for a period equal to the period of such delay, provided such delay is caused by or is the result of any circumstance beyond the party's reasonable control, including but not limited to, death of a party, hurricane, tropical storm, severe weather, crop failure, strike, lockout, or other form of industrial action, riots, civil commotion, curfew, natural calamity, insurrection, acts of war, war, or changes in government regulation affecting the Equipment. If the delay caused by an outside force renders the effective and satisfactory performance of this agreement impossible, Provider shall have the right to withhold its performance upon written notice to User.

Maintenance and Services Provided

Delivery, return, erection, installation, testing, adjustment, servicing, maintenance, and other activities to place and keep the equipment in operation and properly maintained are Provider's responsibility, and at Provider's sole risk and expense. The User shall not have any obligation to install, erect, test, adjust or service the Equipment.

ERS Wireless will maintain ownership of all equipment and infrastructure for the below described system. ERS Wireless will maintain both the equipment and the infrastructure during this contract. This contract does not include battery replacements for portables, cost for physical or liquid damage repairs, lost/stolen equipment replacements, or Acts of God. There will be an early termination fee of \$200.00 per unit and all equipment must be returned to ERS Wireless. ERS Wireless will determine if the equipment needs to be removed by a qualified technician.

By signing below, you are agreeing with all the attached terms and conditions of this contract.



P.O. Box 110, Ligonier, IN 46767
 Phone: 260-894-4145
 Fax: 260-894-7581
 www.erswireless.com

Date:	May 10, 2024
ERS Rep:	Christopher Morgan
ERS Location:	Louisville
Proposal#:	0

Select options by using "X" - If both "X" both fields

TRBOSelect (CDR)	X
WAVESelect (WV)	0

New Contract	0
Addendum	0

ERS WIRELESS TRBOSelect (CDR)/WAVESelect (WV) Contract:

Customer Legal Name:

Town of Sellersburg

Brad J. Amos
 Customer Signature

ERS Wireless Signature

Brad J. Amos / President
 Printed Name/Title

Printed Name/Title

5/13/2024
 Date

Date

Customer PO for Recurring Fees	Customer PO for Upfront Charges

Delivery Method: Customer Number

--	--

Boyce Systems Maintenance Terms and Conditions Agreement

This Boyce Systems Maintenance Terms and Conditions Agreement (the "Maintenance T&C Agreement") is agreed to by and between **A. E. BOYCE COMPANY, INC. d/b/a Boyce Systems - Keystone**, an Indiana corporation, with a principal place of business at 9401 Innovation Drive, Suite 400, Daleville, Indiana 47334-0669 ("Licensor"), and **Town of Sellersburg**, with a principal place of business at **316 East Utica Street, Sellersburg, Indiana 47172** ("Licensee").

1. PURPOSE

The terms and conditions of this Maintenance T&C Agreement cover services to be provided by Licensor to Licensee for the software licensed by Licensor to Licensee pursuant to that Boyce Systems Software License Agreement (the "License Agreement") entered into by the parties contemporaneously with this Maintenance T&C Agreement.

2. DEFINITIONS

2.1 License Agreement Definitions. All terms defined in the License Agreement shall have the same meaning for purposes of this Maintenance T&C Agreement unless specifically provided otherwise.

2.2 Annual Maintenance Acceptance. The "Annual Maintenance Acceptance" is the agreement entered into by and between Licensor and Licensee on the Anniversary Date for support services to be provided during the successive twelve-month period of the Renewal Term. The Annual Maintenance Acceptance shall set forth the fees and charges and include the name and contact information of the individual who is to be the Licensee's representative during the applicable Renewal Term. Each Annual Maintenance Acceptance shall be an addendum to this Maintenance T&C Agreement.

2.3 Defect. A "Defect" is a deviation between the Licensed Software and the Software Documentation furnished by Licensor for such Licensed Software.

2.4 Error. An "Error" is a deviation between the Licensed Software and the Software Documentation furnished by Licensor for such Licensed Software.

2.5 Initial Maintenance Period. The "Initial Maintenance Period" is the period of time commencing on the first day of training and continuing for twelve (12) full months following the month in which training on the Licensed Software first occurred.

2.6 Maintenance Period. A "Maintenance Period" is a period of twelve (12) consecutive months beginning on the Anniversary Date of each year.

2.7 Malfunction. A "Malfunction" is a deviation between the Licensed Software and the Software Documentation furnished by Licensor for such Licensed Software.

2.8 Software Product. A "Software Product" is any program, application, module, interface, and/or series of instructions or statements in machine-readable object code form that can be run on a computer or computer system, and the associated Software Documentation that is licensed by Licensor.

2.9 Support End Date. A "Support End Date" is the date established by Licensor after which Support Service for a specific Software Product is no longer available.

2.10 Support Service. A "Support Service" is a service ordered by Licensee and furnished by Licensor under this Maintenance T&C Agreement for the Software Products as such service is available and constituted from time to time.

2.11 User Not In Good Standing. A "user not in good standing" is a licensee who engages in conduct that interferes with or is contrary to proper use of the Licensed Software which shall include but is not limited to the following: abuse or misuse of the Licensed Software, related materials, Support Services, or Licensor staff and/or representatives; failure to obtain appropriate training for Licensee's staff; ceasing to use the Licensed Software on a regular basis for its intended purposes, or replacing the Licensed Software with products of another computer software licensor. Licensor shall have the sole discretion to declare Licensee a user not in good standing as defined in this Section 2.11.

3. TERM OF SUPPORT SERVICE

3.1 Commencement. The term for Support Service will commence for each Licensed Software on the first day of training for the Licensed Software and continue until the expiration of the Initial Maintenance Period.

3.2 Continuation. On each Anniversary Date, this Maintenance T&C Agreement shall be extended for a successive Maintenance Period unless: (a) Licensee has given written notice of termination of the License Agreement in accordance with Section 3.2 of the License Agreement; or (b) Licensee does not execute the Annual

Maintenance Acceptance for the next following Maintenance Period; or (c) either the License Agreement or the Maintenance T&C Agreement was earlier terminated by Licensor. All terms and conditions of this Maintenance T&C Agreement shall apply during each and every Maintenance Period unless specifically provided otherwise in writing signed by the authorized representative of each Licensor and Licensee.

3.3 Termination by Notice. Either party may terminate this Maintenance T&C Agreement as of the last day of the Initial Maintenance Period or any successive Maintenance Period by giving written notice to the other party. Licensor must give the written notice of termination at least sixty (60) days prior to the last day of the Initial Maintenance Period or any successive Maintenance Period. Licensee must give the written notice of termination as to any specific Software Product on or before the last day of the Initial Maintenance Period or any successive Maintenance Period.

3.4 Termination for Default. Either party may terminate this Maintenance T&C Agreement if the other party defaults in the performance of any obligation under this Maintenance T&C Agreement or the License Agreement, effective after written notification of default and failure to cure the default after ten (10) days. For purposes of this Section 3.4, a default occurs when: (a) there is a breach of any provision of this Maintenance T&C Agreement, including but not limited to, the failure of Licensee timely to pay Licensor fees or charges owed; or (b) there is a breach of any provision of a License Agreement between the parties; (c) Licensee is declared a user not in good standing by Licensor, or (d) proceedings in bankruptcy are commenced against either of the parties, or either party is adjudicated a bankrupt or has a receiver appointed and qualified. In the event of a default by either party, including that Licensor elects to declare Licensee a user not in good standing, then the party declaring the default shall give the other written notice of such declaration. The party receiving a declaration of default shall then have ten (10) days after receipt of such notice to cure the declared default. Failure to cure a default within the ten (10) days period shall give the party not in default the sole right and power to terminate this Maintenance T&C Agreement.

3.5 Termination upon License Termination or Expiration. This Maintenance T&C Agreement shall terminate automatically upon termination or expiration of all Software Licenses.

3.6 Termination on Support End Date. Licensor may terminate services under this Maintenance T&C Agreement on the Support End Date for a Software Product.

4. LICENSOR SUPPORT SERVICES

4.1 Error Correction. Licensor shall attempt to correct documented errors in a Software Product when such errors are reported to Licensor and can be repeated by Licensor on its equipment. If a reported error causes a Software Product to be inoperable or if Licensee's notice to Licensor states that such error is substantial material with respect to Licensee's use of the Software Product, Licensor shall, as expeditiously as possible, use its best efforts to correct such error, or to provide a software patch or bypass around such error. However, under no circumstances does Licensor warrant or represent that all errors can or will be corrected. Licensor shall not be responsible for problems or defects in the Software Product caused by Licensee negligence, operator error, power failure, computer hardware failure, or third-party software failure. Should such factors be involved in a reported error by Licensee, then Licensor reserves the right to charge a fee for any on-site service call or telephone support service call made in response to such reported error; provided, however, if Licensor, in its sole discretion, determines that an error in the Software Product was the reason for the reported error then there shall be no charge for the service call, whether on-site or by telephone. If Licensee reports an error to Licensor, Licensee shall: (a) give Licensor reasonable access to the Software Product, any and all equipment involved in the use of the Software Products, whether provided by Licensor or not, and all relevant documentation and records; and (b) provide such reasonable assistance as Licensor may request, including sample output and other diagnostic information, in order to assist Licensor in providing maintenance service. The failure to provide access and/or assistance may result in Licensee being charged a fee for the service call whether on-site or by telephone.

4.2 Updates. Licensor shall provide Licensee any updates, error corrections, modifications or enhancements (herein collectively called "Updates") for each Software Product covered by this Maintenance T&C Agreement when such Updates are developed or published by Licensor either: (a) at no additional cost when made generally available to other licensees of the Software Product at no additional cost; or (b) at Licensor's then current published rates. All Updates shall become part of the Software Product and Licensor shall continue to have and hold all rights in the Software Product with the Updates, including without limitation the right to license others with respect to the Updates whether provided at no additional cost or at the then current published rates. Determination of whether an Update will be made available at no additional cost or will be made available only for an additional cost is the sole and exclusive right of Licensor.

4.3 Telephone Support. Licensor shall provide Licensee support services via telephone to help Licensee in answering routine questions with respect to use of the Software Product. All common carrier charges incurred

by Licensee and all costs of telephone and terminal equipment incurred by Licensee shall be the responsibility of Licensee.

4.4 Regulatory and Statutory Requirements.

Except for extraordinary changes caused by regulatory or statutory requirements as determined by the Licensor, any changes to the application Software Products necessitated by new or modified regulatory or statutory requirements of federal or state government agencies will be made for a minimal fee or at no additional charge.

4.5 Data Transmittal Programs. Licensor will provide to Licensee, for a minimal fee or at no additional charge in its sole discretion, software programs for electronic reporting of W-2 payroll information to federal and state government agencies. Licensee is responsible for the transmittal of its information.

5. LICENSEE RESPONSIBILITIES

5.1 Interface. Licensee shall be responsible for the interface between Software Products for which Support Service is available and all other software used by Licensee, whether or not such software is licensed to Licensee by Licensor or by others, or has been developed by Licensee.

5.2 Installation and Operation. Except as otherwise provided in Schedule A of this Maintenance T&C Agreement, Licensee is responsible for installing, managing and operating any Support Service provided for the Software Products pursuant to Section 4 of this Maintenance T&C Agreement.

5.3 Software License and Use Limitations. The rights granted to Licensee, the use limitations, and Licensee's responsibilities to prevent unauthorized disclosure and use of the Software Products, all of which are specified in the License Agreement between Licensor and Licensee, shall apply in all respects to any and all Support Services provided pursuant to this Maintenance T&C Agreement, including without limitation, such items as corrective code, enhancements, and updates.

5.4 Modifications by Licensee. In no event shall Licensor have any responsibility to correct any errors or damage resulting from changes to or modification of a Software Product made by Licensee.

5.5 Uninstalled Updates. Licensor shall not be responsible for correcting any alleged error if Licensee fails to incorporate in a Software Product any Update that Licensor has delivered to Licensee under this Maintenance T&C Agreement.

6. FEES AND CHARGES

6.1 Payment. Licensee agrees to pay Licensor the annual maintenance fee set forth on "Schedule A" in this Maintenance T&C Agreement on or before the Anniversary Date. Any payment for separately billed services or products shall be due upon receipt of invoice. Additional services to be provided to Licensee by Licensor will be charged at the current rates at the time the services were provided, which vary depending upon the service provided. A listing of Licensor's current rates will be available upon Licensee's request. No invoice under this Maintenance T&C Agreement shall be subject to credit for any period of non-use by Licensee for any reason, including defects in the Licensed Software.

6.2 Changes. Licensor may change the charges for Support Services on any or all Software Products to be effective following the last day of the Initial Maintenance Period or a successive Maintenance Period. Licensor shall give written notice of a change at least forty-five (45) days prior to the last day of the Initial Maintenance Period or any successive Maintenance Period.

6.3 Taxes. In addition to fees and charges due under this Maintenance T&C Agreement, the Licensee agrees to pay amounts equal to any sales, use, or similar tax, and personal property taxes, if any, resulting from this Maintenance T&C Agreement.

6.4 Liquidated Damages. If Licensee fails to pay any amount owed to Licensor under this Maintenance T&C Agreement or to cure a default, is a user not in good standing, or breaches any provision of this Maintenance T&C Agreement or the License Agreement, resulting in the termination of this Maintenance T&C Agreement, it is agreed that in addition to any other appropriate remedies, Licensor shall retain any payments made by Licensee prior to termination as liquidated damages.

7. DISCLAIMER OF WARRANTIES

LICENSOR MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, EITHER UNDER THESE TERMS AND CONDITIONS, OR UNDER ANY OTHER AGREEMENT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY IMPLIED RIGHTS OF INDEMNITY.

8. LIMITATION OF DAMAGES

8.1 Licensee's Remedy. Licensor's liability for damages under this Maintenance T&C Agreement shall not exceed the annual fee paid, or payable, by Licensee for the Support Service that Licensee claims resulted in Licensee being damaged during the Maintenance Period in which the cause of action accrued.

8.2 LIMITATION OF LIABILITY. LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE LICENSED SOFTWARE OR SUPPORT SERVICES, OR LICENSEE'S USE THEREOF, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, TORT, OR OTHER DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER. IN NO EVENT NOR UNDER ANY CIRCUMSTANCE SHALL LICENSOR BE LIABLE FOR ANY DAMAGES IN AN AMOUNT GREATER THAN THE FEES PAID FOR THE SUPPORT SERVICES OF THE SOFTWARE PRODUCTS INVOLVED DURING THE MAINTENANCE PERIOD IN WHICH THE ALLEGED CLAIM AROSE, WHETHER SUCH DAMAGES SHALL ARISE FROM BREACH OF THIS MAINTENANCE T&C AGREEMENT OR THE LICENSE AGREEMENT, OR IN TORT, BY WAY OF INDEMNITY OR OTHERWISE.

9. FORCE MAJEURE

If Licensor shall be delayed or prevented from performing in accordance with this Maintenance T&C Agreement due to any cause beyond Licensor's reasonable control, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be necessary to enable Licensor to perform after the cause of delay has been removed.

10. GENERAL

10.1 Governing Law. This Maintenance T&C Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Indiana. The exclusive jurisdiction for any legal proceeding regarding this Maintenance T&C Agreement shall be the appropriate federal or state court in the State of Indiana, and each the Licensor and Licensee expressly submits to the jurisdiction of said Indiana courts. Any action arising out of or in any way connected with this Maintenance T&C Agreement shall be brought only in the appropriate federal or state court in the State of Indiana

10.2 Captions. Captions contained in this Maintenance T&C Agreement are for reference purposes only and are not to be used for any other purpose.

10.3 Licensee Forms and Non-Waiver. Any provision of Licensee's order that is in any way inconsistent with or in addition to the terms and conditions of this Maintenance T&C Agreement shall not bind Licensor, and Licensor's failure to object to any such provision shall neither be construed as a waiver of the terms and conditions of this Maintenance T&C Agreement nor as an acceptance of any such provision.

10.4 Severability. In the event that a court of competent jurisdiction should declare any provisions, terms, or conditions of this Maintenance T&C Agreement to be void, unenforceable or illegal, then such provisions, terms or conditions shall be deemed as severed and the remaining provisions, including the remaining default remedies, of this Maintenance T&C Agreement shall be binding on the parties as written.

10.5 Assignments. None of the Software Products or Support Services may be assigned or transferred by the Licensee without the prior written consent of Licensor. Any attempt by Licensee to assign or transfer any of the rights, duties, or obligations of this Maintenance T&C Agreement without Licensor's written consent is void

10.6 Limitation on Actions. Any claim arising out of or related to this Maintenance T&C Agreement must be brought no later than two (2) years after it has accrued.

10.7 Attorneys' Fees. If any action is filed in relation to this Maintenance T&C Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be ordered to pay, a reasonable sum for the successful party's attorney fees.

10.8 Entire Agreement. This Maintenance T&C Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any

conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein and/or in the License Agreement being entered into by the parties contemporaneously herewith. All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Maintenance T&C Agreement and/or the contemporaneous License Agreement herewith. No provision appearing on any form originated by Licensee shall be applicable unless such provision is expressly accepted in writing by Licensor. This Maintenance T&C Agreement may not be modified or altered except in writing by an instrument duly executed by an authorized representative of each party

10.9 Notices. Any notice, request, instruction or other document pertaining to this Maintenance T&C Agreement shall be in writing and delivered personally or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows:

If to Licensor:
Boyce Systems
Attn: Keystone
9401 Innovation Dr., Suite 400
PO Box 669
Daleville, IN 47334-0669

If to Licensee:
Town of Sellersburg
Michelle Miller, 1st Dep. Clerk-Treasurer
316 East Utica Street
PO Box 85
Sellersburg, IN 47172

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. Notwithstanding the foregoing, notice by Licensor of any change in charges pursuant to Section 6 of this Maintenance T&C Agreement shall also be sufficient if sent by electronic mail ("e-mail") to the contact person identified above using the email address most recently provided by Licensee or used by Licensee in correspondence with Licensor.

10.10 Investment Certification. Licensor certifies that it is not engaged in any investment activities in Iran pursuant to Indiana Code § 5-22-16.5-13(b).

10.11 Employment Eligibility Verification. Pursuant to Indiana Code § 22-5-1.7-11, 12 and 13, if Licensee is the state of Indiana or a political subdivision thereof, Licensor affirms under penalty of perjury that it does not knowingly employ an unauthorized alien. Licensor shall enroll in and verify (or has enrolled in and verifies) the work eligibility status of all its newly hired employees through the E-Verify program as defined in Indiana Code

§ 22-5-1.7-3. Licensor is not required to participate should the E-Verify program cease to exist. Additionally, Licensor is not required to participate if it is self-employed and does not employ any employees.

Licensor shall not knowingly employ or contract with an unauthorized alien. Licensor shall not retain an employee or contract with a person Licensor subsequently learns is an unauthorized alien.

Licensor shall require its subcontractors, who perform work under this contract, to certify to them that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Licensor agrees to maintain this certification throughout the duration of the term of a contract with subcontractor.

IN WITNESS WHEREOF, each the Licensor and Licensee has caused this Maintenance T&C Agreement to be executed as an instrument under seal by a duly authorized representative as of the date set forth by said representative's signature as follows:

"Licensee"
Town of Sellersburg
By: Brad J. Amos
Printed Name: Brad J. Amos
Title: Council President
Date: 5/13/2024

"Licensor"
BOYCE SYSTEMS
A. E. Boyce Company, Inc.
By: _____
Michael B. Galliher, President and CEO
Date: April 29, 2015

SCHEDULE A

EFFECTIVE DATE

July 1, 2015

APPLICATION SOFTWARE

COST

KEY-BUDGET
KEY-PAYROLL

2,300.00
2,565.00

TOTAL ANNUAL MAINTENANCE FEES

\$ 4,865.00

PAYABLE BY July 1, 2015 for this Maintenance Period and annually thereafter on the anniversary of that date for all renewal Maintenance Periods

understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein and/or in the License Agreement being entered into by the parties contemporaneously herewith. All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Maintenance T&C Agreement and/or the contemporaneous License Agreement herewith. No provision appearing on any form originated by Licensee shall be applicable unless such provision is expressly accepted in writing by Licensor. This Maintenance T&C Agreement may not be modified or altered except in writing by an instrument duly executed by an authorized representative of each party

10.9 Notices. Any notice, request, instruction or other document pertaining to this Maintenance T&C Agreement shall be in writing and delivered personally or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows:

If to Licensor:
Boyce Systems
Attn: Keystone
9401 Innovation Dr., Suite 400
PO Box 669
Daleville, IN 47334-0669

If to Licensee:
Town of Sellersburg
Michelle Miller, 1st Dep. Clerk-Treasurer
316 East Utica Street
PO Box 85
Sellersburg, IN 47172

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. Notwithstanding the foregoing, notice by Licensor of any change in charges pursuant to Section 6 of this Maintenance T&C Agreement shall also be sufficient if sent by electronic mail ("e-mail") to the contact person identified above using the email address most recently provided by Licensee or used by Licensee in correspondence with Licensor.

10.10 Investment Certification. Licensor certifies that it is not engaged in any investment activities in Iran pursuant to Indiana Code § 5-22-16.5-13(b).

10.11 Employment Eligibility Verification. Pursuant to Indiana Code § 22-5-1.7-11, 12 and 13, if Licensee is the state of Indiana or a political subdivision thereof,

Licensor affirms under penalty of perjury that it does not knowingly employ an unauthorized alien. Licensor shall enroll in and verify (or has enrolled in and verifies) the work eligibility status of all its newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Licensor is not required to participate should the E-Verify program cease to exist. Additionally, Licensor is not required to participate if it is self-employed and does not employ any employees.

Licensor shall not knowingly employ or contract with an unauthorized alien. Licensor shall not retain an employee or contract with a person Licensor subsequently learns is an unauthorized alien.

Licensor shall require its subcontractors, who perform work under this contract, to certify to them that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Licensor agrees to maintain this certification throughout the duration of the term of a contract with subcontractor.

IN WITNESS WHEREOF, each the Licensor and Licensee has caused this Maintenance T&C Agreement to be executed as an instrument under seal by a duly authorized representative as of the date set forth by said representative's signature as follows:

"Licensee"

Town of Sellersburg

By: David L. Kinder
Printed Name: David L. Kinder
Title: Clerk Treasurer
Date: 5/4/2015

"Licensor"

BOYCE SYSTEMS

A. E. Boyce Company, Inc.

By: Michael B. Gallihier
Michael B. Gallihier, President and CEO
Date: April 29, 2015



9401 Innovation Dr #300 | Daleville, IN 47334
info@boycesystems.com | 800.382.5505

November 2, 2023

Sellersburg Municipal Works
103 S New Albany St
Sellersburg, IN 47172

Firstly, and most importantly, thank you for your business! We are grateful for your trust in us and will always work to be an excellent technology partner to you.

As always, we are looking for big and small ways to make your lives easier, and this letter is sent to share one of those small changes we are making on your behalf. It comes because of feedback from various customers and involves us simplifying our annual maintenance renewal process.

We are replacing the current process with an autorenewal structure. In short, your license and maintenance services will automatically renew for successive one-year renewal terms unless the agreement is terminated in advance by either you or Boyce Systems.

For background, Boyce Systems issues your software license under a Software License Agreement. That Software License Agreement requires a current software maintenance agreement to be in place to support the license agreement. In other words, the software license requires you to be actively engaged in a maintenance agreement with us.

Per the current contract terms, you and Boyce Systems must expressly renew these maintenance agreements annually. This renewal happens each year when you sign and return a form that extends the software support services (and license agreement) for an additional one-year period. The new process replaces the current process of having an Annual Maintenance Acceptance document signed and returned yearly.

We provide the enclosed Addendum to your Software License Agreement(s) to facilitate this procedural change, and it describes the new auto-renewal process. **It is worth noting that the Addendum does not change your right to terminate (according to Section 3.3 of your Maintenance T&C Agreement).**

We are making this change to eliminate what is typically a very automatic step for all our customers while still giving you the control not to renew if needed. If you have any questions about the Addendum or the change in the maintenance renewal process, don't hesitate to contact the Finance department at Boyce Systems.

If you have no questions, please execute and return the enclosed Addendum at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Casey Stanley", written over a large, light-colored oval shape.

Casey Stanley
President

Boyce Systems
ADDENDUM 1 TO SOFTWARE LICENSE AGREEMENT(S)

This addendum (the "**Addendum**") is made and entered into by and between A.E. Boyce Company, Inc. d/b/a Boyce Systems ("**Boyce Systems**") and Sellersburg Municipal Works ("**Licensee**") and amends any and all Software License Agreement(s) entered into between Boyce Systems and Licensee that are in effect as of the Addendum Effective Date and including, any exhibits, Maintenance T&C Agreement, schedules, statements of work, amendments, and previously executed addenda entered into in connection therewith (collectively, the "**Master Agreement**"). This Addendum becomes effective upon execution by all parties hereto and the date this Addendum is signed by the last party (as indicated by the date associated with that party's signature) will be the effective date of the Addendum ("**Addendum Effective Date**"). In the event of any inconsistency between the terms and conditions of this Addendum and those of the Master Agreement, the terms and conditions of this Addendum shall control. Unless specifically defined herein, all capitalized terms used in this Addendum shall have the same meaning set forth in the Master Agreement. In consideration of the going business relationship between the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the Master Agreement as follows:

1. The term "**Agreement**" means and includes the Master Agreement and this Addendum.
2. The parties desire to modify the terms of the Master Agreement to simplify the Annual Maintenance Acceptance process such that: (a) it is clear Support Services are provided during the term of any License Agreement entered into between the parties and (b) Annual Maintenance Acceptance no longer requires a separately executed agreement each year, but is instead achieved by neither party providing notice of termination in accordance with the terms set forth below. Further, the terms "Renewal Term" in a License Agreement and "successive Maintenance Period" shall refer to the same time periods.
3. Section 4, LICENSOR SERVICES, of each License Agreement is deleted in its entirety and replaced with the following:

"4. LICENSOR SERVICES

Contemporaneously with the execution of this License Agreement, Licensor and Licensee shall enter into Licensor's standard form of a maintenance terms and conditions agreement (the "Maintenance T&C Agreement"). The Maintenance T&C Agreement shall run co-terminus with the License Agreement and any and all maintenance, support, revisions, or updates of the Licensed Software shall be provided to Licensee during the term. The Maintenance T&C Agreement cannot be terminated independently of the License Agreement. For the avoidance of doubt, the term of the Maintenance T&C Agreement shall continue as long as the License Agreement remains valid and in effect. Termination of the Maintenance T&C Agreement results in concurrent termination of the License Agreement."

4. Section 2.2, Annual Maintenance Acceptance, of the Maintenance T&C Agreement is deleted in its entirety and replaced with the following:

"2.2 Annual Maintenance Acceptance. If neither party provides notice of termination pursuant to Section 3.3 of this Maintenance T&C Agreement, "Annual Maintenance Acceptance" shall be deemed achieved and the term of THIS MAINTENANCE T&C AGREEMENT AND THE LICENSE AGREEMENT WILL AUTOMATICALLY RENEW FOR A SUCCESSIVE RENEWAL TERM. If Licensor does not provide notice of nonrenewal of the License Agreement and Maintenance T&C Agreement as set forth herein, Licensor shall invoice Licensee for all fees due for the next successive Renewal Term prior to the start of such Renewal Term."

5. In all other respects, the Master Agreement remains unmodified and in full force and effect.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ADDENDUM AND AGREE TO BE BOUND BY ITS TERMS.

A.E. Boyce Company Inc. d/b/a Boyce Systems

Licensee

Signature

Printed Name and Title

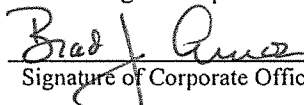
Date

Sellersburg Municipal Works

Signature of Corporate Officer

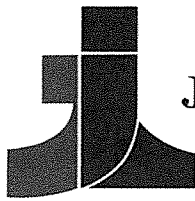
Printed Name and Title

Date



Brad J. Amos, Council President

5/13/2024



Jacobi, Toombs & Lanz, Inc.

Consulting Engineers & Land Surveyors



TOWN OF SELLERSBURG PROJECT STATUS REPORT *(Updates are in bold blue and italics)*

May 13, 2024

GENERAL

- Ziptility launched on 6/28/2023. Follow-up meetings to be scheduled with each department.
 - Ziptility is working well for staff. Can hold additional trainings when needed.
- *JTL is working with the Town as needed.*

WATER

Sunflower Valley Water

- Construction is anticipated to begin in late 2024.
- *Finalizing design.*
- *Preparing easements for acquisition.*
- *Field walked alignment with Town on 5/13/2024.*

Water Service Line Inventory

- Application for Indiana Finance Authority (IFA) Lead Service Line (LSL) Inventory Funding Program received initial approval for \$20,000. Working with IFA to finalize paperwork for funding.
- Met with Water Distribution Manager on 9/6/23 to determine schedule for completion.
- All record drawings provided to JTL have been scanned and returned to Town.
- Obtained countywide database of building construction dates for use in determining likelihood of lead service lines by building code enforcement dates.
- Regularly scheduled meetings are ongoing.
- Survey request to all Sellersburg water customers went out via email. Survey can be found on the Town website under the Water Department page or hard copies are available in the Billing Office.
- Project Types 2 and Type 3 applications for grant funding were submitted on 2/29/2024.
 - *Type 2 application approved, waiting on IFA for executed contract.*
 - *Waiting on Type 3 application review.*
- *Need to schedule meeting with Town to discuss Type 2 project.*

Asset Management Program

- Work Order approved for \$25,000 to access grant funds.
- SharePoint site for electronic data repository set up and all required parties have access.
- Adding information as acquired.
- All information to be added by the Town for Engineer's review by 10/1/2023.
- Met with WWTP Operator to discuss specifics for additions to Ziptility for Asset Management.
- *Assets and associated Preventive Maintenance tasks have been implemented.*

Corporate
1829 E. Spring Street
Suite 201
New Albany, IN 47150
812-945-9585

Kentucky
2307 River Road
Suite 203
Louisville, KY 40206
502-583-5994

Central Indiana
1060 N. Capitol Avenue
Suite E360
Indianapolis, IN 46204
317-829-3474

Southern Indiana
124 Bell Ave
Clarksville, IN 47129
812-288-6646

INDOT 31W Utility Relocation – Water

- Prepared work orders for the Town.
- Submitted draft work plan and construction cost estimate to INDOT design consultant.
 - *Updated INDOT work plan submitted. Updating cost estimate for INDOT and their design consultant.*
- *Beginning production on design.*

WASTEWATER

Ivy Tech Pump Station No. 2 Elimination

- *Selected alignment. Design underway.*
- *Survey to start end of this week.*

INDOT 31W Utility Relocation – Wastewater

- Prepared work order for the Town.
- Submitted draft work plan and construction cost estimate to INDOT design consultant.
 - *Updated INDOT work plan submitted. Updated cost estimate submitted to INDOT and their design consultant.*
- *Beginning design production.*
- *Need to scheduled preliminary design review with Town.*

SR 60 Utility Relocation – Wastewater

- *Work plan approved.*
- *Beginning design production.*

WWTP Construction

- Plantwide Substantial Completion was approved at the August 14th Town Council meeting.
- Meeting weekly with WWTP Operator and staff for operations and warranty updates.
 - BDP has installed the polymer feed pumps and the drainage pan.
 - Failed RAS pump has been replaced.
 - Continuing to work with the Contractor on current warranty claims and repairs.
 - BDP conducted training on the modified polymer system on 3/12 and 3/13.
- Change Order #8 was approved by Council on 2/12/2024 amending Pace Contracting final completion to the end of March. This will allow Pace time to complete the requested change orders and punch list items, including landscaping.
- *Meeting was held with Town Staff on 4/17/2024 to identify final punch list items for contract closeout. Contractor has been made aware these items and is working on final punch list work. Finalizing the closeout of the contract with the Town and Contractor.*

ROAD

CCMG Paving

- Awarded Bids – 2/26/2024 at Council Meeting – Libs awarded as low bidder
- Executed Contract submitted to INDOT – 3/3/2024
- *Pre-Construction Meeting with Libs held on 4/23/2024.*
- *Notice to Proceed issued on 5/13/2024. Contract completion date is 10/10/2024.*
- *Milling and Paving on N Forrest Drive and S Forrest Drive this week.*

SR 60 (State) Portion

- *Project is complete. INDOT working on closeout.*