



JULY 6 2023 TOWN COUNCIL REGULAR MEETING

Thursday, July 06, 2023 at 7:00 PM

Council Chambers – Bristol Municipal Complex and Via Zoom

AGENDA

This meeting can be accessed via Zoom. Virtual attendance for the public is encouraged however, the Bristol Municipal Complex is open for in-person participation.

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/2011667863?pwd=ZkJKGK2ZMcTZGNHBCaW9adUgvdUtYZz09>

Dial in to 312-626-6799 / Meeting ID: 201 166 7863 / Passcode: 1czEDo

Call in any time after 6:30 / meeting will begin at 7:00PM

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. APPROVAL OF INVOICES
6. APPROVAL OF MINUTES
7. PRIVILEGE OF THE FLOOR (AKA Public Comment)
 - a. Please state your name and address
8. PLANNING AND DEVELOPMENT ITEMS

REPORTS

9. TOWN MANAGER
 - a. Lesliefaye Gogins. Business Consultant with Employ Northern Indiana. WorkOne presentation
 - b. BT contract for services related General Obligation Bond
Recommended action: approve contract
 - c. General services contract with JPR. Water project. Reviewed by Alex.
Recommended action: approve General Services contract with JPR
 - d. 2023-1 CCMG change order 1
Replaces thermo-plastic lane markings with paint

Recommended Action - approve change order number 1

e. Letter of support for Next Levels Trail grant application. Town Council is ready to move forward with project and is committing additional \$250,000 toward the match

f. United Task Order #3 Pedestrian bridge, survey, utility coordination, permitting, right of way engineering, project design

g. Contract for services, right of way acquisition appraisals for both water infrastructure project and business route

Quote from **Appraisal Services**: water \$2,500 and bypass \$ 5,500

Quote from **Iverson Grove**: water \$2,000 and bypass \$4,500

Recommended action: Approve utilizing Iverson Grove

h. Toxicity Reduction evaluation proposal - Tim McCandless

Recommended action: Approve proposal

i. Niblock pay application 1 for RR crossing

Recommended action: Approve pay application 1

j. Resolution 07/06/2023-15 purchase equipment through Sourcewell.

10. CLERK-TREASURER

a. Request a motion to approve Ordinance No. 7-6-2023-13 additional appropriation of \$115,773.28 for the purchase of a new trailer vac.

11. TOWN MARSHAL

12. FIRE CHIEF

13. PARK BOARD

14. TOWN ATTORNEY

a. Resolution 7/6/2023-14 Transfer town property to Fire Department

15. NEW BUSINESS

16. UNFINISHED BUSINESS

17. TOWN COUNCIL DISCUSSION ITEMS

a. Doug DeSmith

b. Andrew Medford

- c. Cathy Burke
- d. Gregg Tuholski
- e. Jeff Beachy

NEXT MEETINGS:

July 18 work session : tour Street department building and Wastewater plant

18. MOTION TO ADJOURN

RE: Municipal Advisory Services
Debt Issuance, Arbitrage, and Continuing Disclosure – General Obligation Bonds of 2023

DATE: February 28, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the “Engagement Letter”) between the Town of Bristol (the “Client”) and Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (“BTMA”) will perform the following services:

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a “Project”), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a “Transaction”), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance (“Debt Obligation”).
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)
3. Provide for the Client’s consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.

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4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. Arbitrage Monitoring Services (If Necessary)

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

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Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a) Date of purchase or acquisition;
 - b) Purchase price of investments including any accrued interest;
 - c) Face amount and maturity date;
 - d) Stated rate of interest;
 - e) Interest payment dates;
 - f) Date of sale, transfer, or other disposition;
 - g) Sale or disposition price; and
 - h) Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for notifying BTMA of any additional or subsequent Debt Obligations that would require arbitrage compliance services.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

D. Continuing Disclosure Services (If Necessary)

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, provide continuing disclosure services with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting

BTMA will provide a list of each issue for which the Client requires continuing disclosure services ("Services"). The Client will provide BTMA with a copy of each Continuing Disclosure Undertaking ("CDU") that has been executed for each Debt Obligation, including master and supplemental CDUs if any.

BTMA will:

- Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
- Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU;
- Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements; and
- If not filed at the time of the annual report, file the audit as set forth in the CDU pending timely receipt from the Client.

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

A. At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

- Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period;
- Assess the filings made on EMMA in conjunction with each applicable Debt Obligation;
- Research whether any Debt Obligations with an assigned rating changed during the look-back period, including rating changes for insured Debt Obligations; and
- Determine whether all required notices related to events and filings were made in compliance with the CDUs.

B. Remedying Deficiencies for Outstanding Debt Obligations

If a deficiency is found and the debt obligations remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has occurred.

C. Updating Compliance.

At the time that BTMA conducts services annually under item I, BTMA will update the compliance check completed under 3.A.

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BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

4. Other post issuance services (Upon Request. Hourly rates will apply.)

If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

5. Rating surveillance support (Upon Request. Hourly rates will apply.)

If applicable for rated outstanding Debt Obligations, BTMA will assist with compiling responses to rating agency requests for data and information during the rating surveillance process. BTMA will also participate on rating surveillance calls and provide additional support as needed.

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COMPENSATION AND INVOICING

Fees for services set forth in Paragraphs A & B, will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred with a minimum fee of Forty Thousand Dollars (\$40,000).

Fees for services set forth in Paragraphs C & D, will be acknowledged in separate Engagement Letters.

Standard Hourly Rates by Job Classification
1/1/2023

Partners / Principals / Directors	\$295.00	to	\$525.00
Managers	\$235.00	to	\$340.00
Consultants / Analysts	\$160.00	to	\$235.00
Support / Paraprofessional	\$115.00	to	\$175.00
Interns	\$110.00	to	\$145.00

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

Billing Procedures

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

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In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Heidi L. Amspaugh, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

**TOWN ENGINEER (GENERAL SERVICES) AGREEMENT
FOR
THE TOWN OF BRISTOL
&
JONES PETRIE RAFINSKI CORP.**

This General Services Agreement (the “Agreement”), dated as of the ____ day of _____, 2023, is executed by and between the **TOWN OF BRISTOL** (“TOWN”) and **JONES PETRIE RAFINSKI CORP. (JPR)**

PREAMBLE

WHEREAS, the **TOWN OF BRISTOL** desires to have at its disposal the full services of a multi-disciplined Professional Services firm; to provide consultation and services as described in **Exhibit 'A'**; and

WHEREAS, **JPR** is uniquely qualified and located to provide such services; and

WHEREAS, the **TOWN OF BRISTOL** desires to secure these services for a predetermined period of time while retaining the rights to renew or terminate such an arrangement as it sees fit; and

WHEREAS, **JPR** is willing, ready and able to provide such services under such an arrangement; and

WHEREAS, the **TOWN OF BRISTOL** and **JPR** wish to enter into this Agreement setting forth their respective rights, duties, privileges, and responsibilities pursuant to such an arrangement; and

NOW, THEREFORE, in consideration of the mutual promises and commitments hereinafter described, the **TOWN OF BRISTOL** and **JPR** agree as follows:

ARTICLE I - RESPONSIBILITIES OF JPR

1.01 Commencing on _____, **JPR** agrees to provide without interruption those services as discussed and described in the attached **Exhibit 'A'**.

1.02 **JPR Insurance Coverage Requirements:** **JPR** will provide and maintain at all times during the term of this Agreement the following minimum insurance coverages:

- (a) Workers Compensations Insurance in compliance with the statutes of the State of Indiana which has jurisdiction over **JPR** employees engaged in the performance of services hereunder with a limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000);
- (b) General Liability Insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000), including the broad form property damage endorsement; and
- (c) Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of ONE MILLION DOLLARS (\$1,000,000).

JPR will furnish the **TOWN OF BRISTOL** with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect, and will name the **TOWN OF BRISTOL** as an additional insured to the above policies. Such policies shall provide no less than thirty (30) days advance notice of cancellation, termination, or alteration, and any such notice shall be sent directly to **JPR** and the **TOWN OF BRISTOL**.

ARTICLE II - RESPONSIBILITIES OF THE TOWN OF BRISTOL

2.01 **Basic Responsibilities:** As part of this Agreement, the **TOWN OF BRISTOL** agrees to perform all functions and retain all responsibilities and obligations related to the services described herein that are not expressly assigned to **JPR**.

- (a) The **TOWN OF BRISTOL** shall designate a Council Member or Members, or appointed **TOWN OF BRISTOL** official, to act as liaison(s) with **JPR** in connection with the performance of services by **JPR** under this Agreement. This person shall remain in this position until such time as a change is made by the **TOWN OF BRISTOL**, and **JPR** shall be notified of any such change as soon as its' effective date is determined.

2.02 The **TOWN OF BRISTOL**'s Insurance Coverage Requirements: The **TOWN OF BRISTOL** shall maintain and keep in full force and effect during the term of this Agreement, all existing policies of applicable insurance as would be typically carried by an incorporated municipality in the State of Indiana. The **TOWN OF BRISTOL** shall furnish **JPR** with Certificates of Insurance as evidence that such policies are in full force and effect if requested. **JPR** shall be named as additional insured on any maintained policies that are applicable to its' activities furnished under this agreement. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration be sent directly to **JPR** and the **TOWN OF BRISTOL**.

2.03 Indemnification. The Parties hereto agree as follows:

- (a) To the fullest extent permitted by law, the **TOWN OF BRISTOL** agrees to defend, protect, indemnify, and hold harmless **JPR** and its employees and agents from all claims, actions, charges or demands for any damages, liabilities, losses, costs, including attorney's fees, and expenses as may arise from or are due to the negligent acts or omissions of the **TOWN OF BRISTOL**, its agents or employees.
- (b) To the fullest extent permitted by law, the **JPR** agrees to defend, protect, indemnify, and hold harmless the **TOWN OF BRISTOL** and its employees and agents from all claims, actions, charges or demands for any damages, liabilities, losses, costs, including attorney's fees, and expenses as may arise from or are due to the negligent acts or omissions of **JPR**, its agents or employees.

2.04 Representations and Warranties of **TOWN OF BRISTOL**: The **TOWN OF BRISTOL** represents and warrants to **JPR** that:

- (a) The execution and delivery of this Agreement was duly authorized by all necessary governmental action, none of which action has been rescinded or otherwise modified. This Agreement is a legal, valid and binding obligation of the **TOWN OF BRISTOL**, enforceable against the **TOWN OF BRISTOL** in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, or other similar laws affecting creditors' rights and remedies and subject to the exercise of judicial discretion in accordance with general principles of equity.
- (b) The execution and delivery of this Agreement and any other related document to which the **TOWN OF BRISTOL** is a party, the consummation of the transactions contemplated herein, and the fulfillment of the terms and conditions hereof do not and will not: (i) conflict with or result in a breach of any of the terms or conditions of any restriction, agreement or instrument to which the **TOWN OF BRISTOL** is a party or by which it is bound; or (ii) constitute a default under any of the foregoing, or to the best of the knowledge of the **TOWN OF BRISTOL**, cause it to be in violation of any order, decree, statute, rule or regulation of any court or State or Federal regulatory body having jurisdiction over the **TOWN OF BRISTOL** or its properties.
- (c) The **TOWN OF BRISTOL** is not in default under, and no condition exists that with notice or lapse of time or both would constitute a default under any mortgage, loan agreement, lease, lease purchase, indenture or evidence of indebtedness for borrowed money to which the **TOWN OF BRISTOL** is a party that would materially affect the **TOWN OF BRISTOL**'s entering into, or performance of, this Agreement.
- (d) The facts and representations stated and made by the **TOWN OF BRISTOL** in the information and data provided by it and all other information and documentation submitted to **JPR** by the **TOWN OF BRISTOL** were true and accurate as of the date they were made or submitted and are true and accurate as of the date of this Agreement.

2.05 Survival of Obligations: The obligations set forth under Article II shall survive the expiration or termination of this Agreement.

ARTICLE III - COMPENSATION

3.01 Manner of Payment: As compensation for all services rendered by **JPR** hereunder, the **TOWN OF BRISTOL** shall provide **JPR** with a monthly deadline by which to submit invoices to the Town Manager for approval. (It is assumed that the **Town Manager** will then forward all approved invoices to the **Town Clerk/Treasurer** for issuance of payment)

Assuming timely submittal of the same, the **TOWN OF BRISTOL** will then issue payment to **JPR** in a timely fashion and within compliance with any other accounts payable procedures the **TOWN OF BRISTOL** has in place. The **TOWN OF BRISTOL** will be charged by **JPR** for its' services based on the hourly rates specific to the "Municipal General Services" provided in the attached **Exhibit 'A'**.

ARTICLE IV - TERM OF AGREEMENT

4.01 Term: This Agreement shall remain in full force and effect for 1 year from the Effective Date, unless sooner terminated pursuant to Article V.

At such time that 1 year has passed, this agreement will automatically extended in one-year increments unless or until it has been Terminated pursuant to Article V.

Upon the one year anniversary of this Agreement, and on every annual anniversary thereafter, **JPR** reserves the right to adjust the hourly rates to be charged pursuant to this agreement commensurate with the most recent annual consumer price index, or 'inflation rate,' as determined and published by the US Department of Labor's **Bureau of Labor Statistics**. When such an adjustment has taken place, an updated schedule of hourly rates will be provided to the **TOWN OF BRISTOL** for reference purposes.

ARTICLE V - TERMINATION

5.01 Termination by the TOWN OF BRISTOL: This Agreement may be terminated with or without cause by the **TOWN OF BRISTOL** at such time as the **TOWN OF BRISTOL** believes it is in the best interest of the **TOWN OF BRISTOL** and its' residents to do so.

5.02 Termination by JPR: This Agreement may be terminated upon ninety (90) days prior written notice given by **JPR** to the **TOWN OF BRISTOL** for cause.

“For Cause” shall be defined as a default by the **TOWN OF BRISTOL** under this Agreement. In the event of a default by the **TOWN OF BRISTOL**, this Agreement shall not be terminated if the **TOWN OF BRISTOL** cures the default within such ninety (90) day period. The occurrence of three or more events of default by the **TOWN OF BRISTOL** in any calendar year, whether cured or not, shall be a basis for termination of the Agreement by **JPR** upon thirty (30) days prior written notice to the **TOWN OF BRISTOL**.

JPR may also terminate this Agreement in the event that **JPR** feels, from a Professional and/or Ethical perspective, that it is unable to provide the level of services commensurate with this Agreement and/or the **TOWN OF BRISTOL**'s needs, due to reasons associated with staffing, workload, or other related issues. Even in such a scenario, the ninety (90) day period discussed in the preceding paragraph would still apply.

5.03 Prorated Compensation: Compensation shall be prorated to the Effective Date of Termination.

ARTICLE VI - MISCELLANEOUS

6.01 Assignment: This Agreement may not be assigned by **JPR** without obtaining the prior written consent from the **TOWN OF BRISTOL**.

6.02 Entire Agreement: This Agreement represents the entire agreement of the parties and may only be modified or amended in writing following mutual agreement of the **TOWN OF BRISTOL** and **JPR**.

6.03 Notices: Written notices required to be given under this Agreement shall be deemed given when hand delivered or mailed by first class, certified mail to **JPR** at:

Jones Petrie Rafinski Corp.
325 S. Lafayette Blvd.
South Bend, IN 46601

and to the **TOWN OF BRISTOL** at:

The Town of Bristol
303 E. Vistula
Bristol, IN 46507
Attention: Town Manager

6.04 Claims and Rights: No waiver, discharge, or renunciation of any claim or right arising out of breach of this Agreement by either party shall be effective unless in writing signed by either party and supported by separate consideration.

6.05 Captions: The captions or headings of the various Articles and Sections of this Agreement are for convenience only and they shall be ignored in interpreting this Agreement.

6.06 Governing Law: This Agreement shall be deemed to have been made in Elkhart County, Indiana, and shall be governed by, and construed in accordance with the laws of the State of Indiana.

6.07 Mediation: Prior to the filing of a complaint with any Court, the parties agree that any dispute arising pursuant to this Agreement shall first be submitted to mediation in accordance with the Indiana Rules of Alternative Dispute Resolution.

6.08 Attorney's Fees: In the event of a default under this Agreement, the non-defaulting party shall recover from the defaulting party the reasonable attorney's fees incurred in enforcing this Agreement.

6.09 Authority to Contract: Each party warrants and represents that it has authority to enter into this Agreement.

6.10 Modifications: This Agreement may not be modified or amended except in writing, signed by both parties and which expressly states that it is intended to modify or amend this Agreement.

IN WITNESS WHEREOF, JPR, by its duly authorized Officer, and the **TOWN OF BRISTOL**, by its duly authorized Officer, have executed this Agreement as of the date and year first above written.

The Town of Bristol

Jones Petrie Rafinski Corp

X _____
Jeff Beachy
President - Town Council
Date Signed: _____

X _____
Kenneth Jones, Jr., PS
Chief Financial Officer – JPR Corp.
Date Signed: _____

X _____
Attest
Mike Yoder
Town Manager – Town of Bristol
Date Signed: _____



EXHIBIT 'A'

Consisting of three (3) pages

Under this agreement, **JPR** will be providing the **TOWN OF BRISTOL** with as needed Professional Services on a continuous basis, for the period of 1 calendar year from the effective date of said agreement.

Although it is likely that members of **JPR** staff will likely interact with multiple members of **TOWN OF BRISTOL** staff as well as all **TOWN OF BRISTOL** elected officials from time to time as it relates to the services being provided, it should be understood that all official assignments given to **JPR** as **Town Engineer** must be approved, acknowledged in some way, or issued by the Town Manager in writing, and in whatever format preferred by the **TOWN OF BRISTOL**. (via e-mail is acceptable to **JPR**)

JPR will utilize its' staff of diverse Professionals to address and otherwise respond to the **TOWN OF BRISTOL's** requests and will treat such requests with appropriate priority in every case.

JPR will report directly to the Town Manager, and will be available to attend any/all meetings as requested and/or required by the **TOWN OF BRISTOL**. It is also expected that **JPR** will work directly with the Town Council if and when needed.

JPR will charge for its services based on the special set of hourly rates specific to 'general municipal services,' which are discounted relative to our standard hourly rates. This discounted schedule of rates is provided below.

For some assignments, such as the design of a particular project or the review of the designs or documents of others, the **TOWN OF BRISTOL** a/o **JPR** may decide that the establishment of a specific lump sum or hourly not-to-exceed fee is appropriate. In such a case, an assignment specific proposal or agreement will be created, and those services will be provided under the auspices of the same, wholly separate from this agreement. It should be understood by both the **TOWN OF BRISTOL** and **JPR** that no work or activity on such an assignment will commence until a fully executed agreement is in place. Such assignments may include but are not limited to:

- sanitary sewer extensions
- water main extensions
- street/roadway/sidewalk improvements
- traffic control improvements
- signage and way-finding improvements
- park improvements or maintenance
- improvements or maintenance at **TOWN OF BRISTOL** owned buildings and/or properties
- Engineering and Zoning related review of projects proposed by others either in or near the **TOWN OF BRISTOL** (developers, landowners, other designers, etc.)
- re-writing or providing drafts and examples for those parts of **TOWN OF BRISTOL** ordinance we are qualified to do so on, such as zoning ordinances, street standards, utility standards, etc.
- Any/All other services determined to be needed by the **TOWN OF BRISTOL** that **JPR** is appropriately qualified to provide.

Finally, it should also be noted that because **JPR** will be fulfilling the role of “**Town Engineer**” via this agreement, access to **JPR**’s staff and/or expertise will be available at all times, both during regular business hours as well as nights, weekends, and holidays. This means that in the event that some sort of Emergency situation requires the attention or assistance of any of the various experts and/or Licensed Professionals on **JPR**’s staff, we will be available via phone call to respond and assist as needed. This is not uncommon, given the critical nature of certain functions that the **TOWN OF BRISTOL** performs for its citizens, such as sanitary sewer and potable water services.

This ‘24-7-365’ availability extends to all expertise within **JPR**’s collective knowledge and experience base, as well as our well established and thorough network of service providers, contractors, equipment & technology providers, other specialized experts, etc., that are sometimes called upon to help solve urgent matters in order to maintain the no less than constant nature of those types of critical items.



JPR Corp. - Service Fee Schedule

Effective January 1, 2023

	Standard Hourly Rate	Municipal "General Services" Rate ¹	Adjustment	Activity Code
FIRM Officer	\$212	\$0	(\$212.00)	OFF
Principal Staff	\$185	\$160	(\$25.00)	PPS
Management Staff	\$160	\$140	(\$20.00)	MS
Professional Engineer	\$148	\$133	(\$15.00)	PE
Professional Architect	\$148	\$133	(\$15.00)	RA
Professional Landscape Architect	\$148	\$133	(\$15.00)	PLA
Professional Surveyor	\$148	\$133	(\$15.00)	PS
Professional Geologist	\$148	\$133	(\$15.00)	PG
Certified Planning Professional	\$148	\$133	(\$15.00)	PP
Certified GIS Professional	\$148	\$133	(\$15.00)	GISP
Environmental Professional	\$148	\$133	(\$15.00)	EP
Utility Management I	\$125	\$120	(\$5.00)	UMI
Graduate Staff	\$112	\$100	(\$12.00)	GS
Utility Management II	\$85	\$85	N/A ²	UMII
Engineering Dept. Support Staff	\$80	\$85	(\$5.00)	EDS
Architecture Dept. Support Staff	\$90	\$85	(\$5.00)	ADS
Landscape Arch. Support Staff	\$90	\$85	(\$5.00)	LDS
Clerical & Account Staff	\$85	\$80	(\$5.00)	CAS
Survey Dept. Support Staff	\$80	\$80	\$0.00	SDS
Environmental Dept. Support Staff	\$65	\$60	N/A ²	ENS
2-Person Survey Crew	\$148	\$140	N/A ²	2PC
Field Geologist	\$135	\$125	N/A ²	FG
1-Person Survey Crew	\$112	\$105	N/A ²	1PC
Environmental Field Technician	\$90	\$85	N/A ²	EFT
Resident Project Representative	\$90	\$85	N/A ²	RPR
Utility Operations Field Technician	\$85	\$80	N/A ²	UFT

Direct expenses such as printing/copies, messenger/delivery services, shipping expenses, permit application fees, sub-consultants, or sub-contractors, etc., that are paid for by JPR Corp. on behalf of client will be passed on with a 10% markup in most cases, and is defined and stipulated within project specific agreements and/or contracts.

¹ Utilized for JPR's general municipal services and apply to JPR's multiple contracted roles as "Town Engineer" or "District Engineer" for local municipalities and other local gov't entities & special districts. Also applies to special district administrative services, several of which JPR serves as "District Engineer."

² Due to the significant overhead expenses associated with field work, reductions to these rates are not possible. Discounted rates for this type of activity are still provided from time to time, but it is done so on a case by case basis and is quantified within specific written agreements relative to specific projects and/or assignments.

For inquiries regarding this information, please contact us via phone at any of the numbers provided below or you may do so via email at accounting@jpr1source.com.

Change Order

No. 1

Date of Issuance: June 16, 2023	:	_____
Owner: Town of Bristol, Indiana		
Project: Call 2023-1 Community Crossings Project	Owner's Contract No.:	
Contract:	Date of Contract:	
Contractor: Niblock Excavation, Inc.	Engineer's Project No.:	2021-0113

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

The following changes are proposed:

- This Change Order for the Call 2023-1 Community Crossings Project accounts for revisions of original contract items based on the findings of the Pre-Construction Meeting held Wednesday, June 14, 2023. The purpose of this Change Order is to allow the substitution of thermoplastic material for paint material for the pavement markings.
- Technical Specifications for section "Pavement Markings" paragraph "Definition of Contract Items".
- Itemized Bid pages 2, 4, and 6 of 7 "Base Bid Items" lines 1.40, 1.41, 1.42, 1.43, 1.44, 1.45, 2.40, 2.44, and 3.44 revised to replace "Thermoplastic" with "Paint".

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Previous Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
\$965,387.50	—Substantial completion (days or date): _____
	—Ready for final payment (days or date): _____
[Increase] [Decrease] to original contract price:	[Increase] [Decrease] from previously approved Change Orders
\$0.00	No. _____ to No. _____:
	—Substantial completion (days): _____
	—Ready for final payment (days): _____
Contract Price following this Change Order:	Contract Times prior to this Change Order:
\$965,387.50	—Substantial completion (days or date): _____
	—Ready for final payment (days or date): _____

~~[Increase] [Decrease] of this Change Order:~~

~~Substantial completion (days or date): _____~~

~~Ready for final payment (days or date): _____~~

~~Contract Times with all approved Change Orders:~~

~~Substantial completion (days or date): _____~~

~~Ready for final payment (days or date): _____~~

RECOMMENDED:

By: Michael Voll
Engineer (Authorized Signature)

Date: 6/16/2023

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____



*Town Of Bristol
PO Box 122
Bristol, IN 46507*

July 6, 2023

Letter of support and commitment from Bristol Town Council.

The Bristol Town Council has invested \$300,000 in preliminary engineering, feasibility studies, public meetings, and land acquisition to provide a safe pedestrian and bike rider connection between our main street and Congdon Park. Congdon Park is now used for two major festivals each year and hosts many other smaller events. The current access to the park from main street is along a narrow sidewalk adjacent to a primary arterial street with average daily traffic counts exceeding 10,000 vehicles. This traffic volume is comprised of both passenger vehicles and commercial traffic.

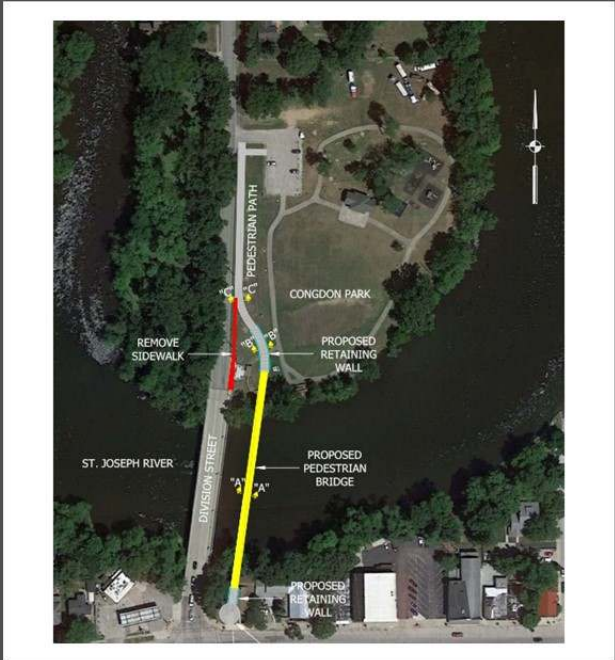
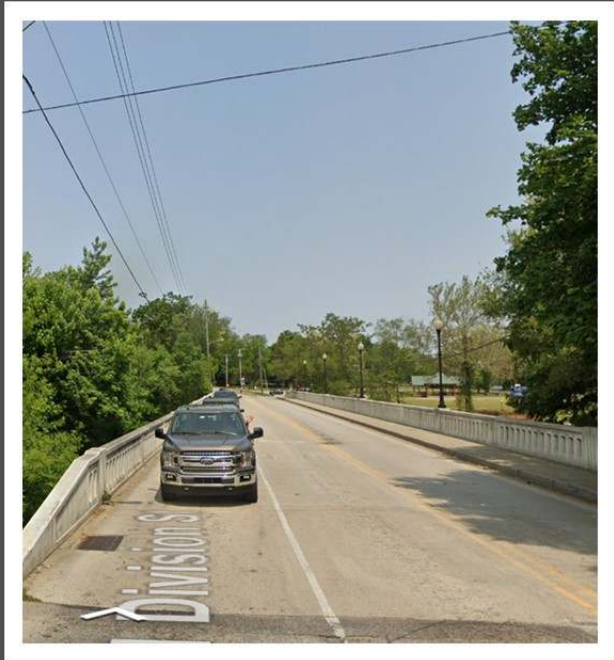
The new pedestrian bridge will provide greatly enhanced safety for families parking downtown and walking to the park to attend festivals or to enjoy the park amenities. Additionally, it will become a critical connection component for the county's plan to develop a community-wide pedestrian/bike pathway. This pedestrian bridge provides a critical access point to cross the St Joseph River.

The Town Council fully supports this project and is committing an additional \$250,000 of funding to the project.

Sincerely,

Jeff Beachy

Town Council President





Commissioners
Bradley D. Rogers, President
Suzanne Weirick, Vice President
Bob Barnes, Member

117 S. Second Street
Goshen, Indiana 46526
(574) 534-3541
ccommissioners@elkhartcounty.com

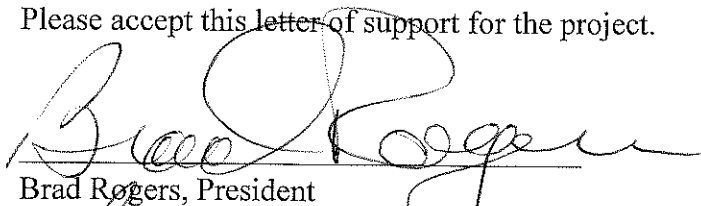
July 3, 2023

RE: Project support

The Elkhart County Commissioners are adding our support for the proposed pedestrian bridge project in Bristol.

Elkhart County has established partnerships between not-for-profit organizations, the County Park Department, city park departments and the Elkhart County Community Foundation to build a community-wide system of multi-use trails. The County's two major rivers, the Elkhart River and the St. Joe River, along with many additional smaller streams, present expensive-to-overcome barriers to completing our county-wide path plan. While the St Joe River has several bridges constructed for commercial and passenger vehicles, these were not designed and constructed with multi-use trail functionality in mind. This issue is especially problematic in the Bristol area.

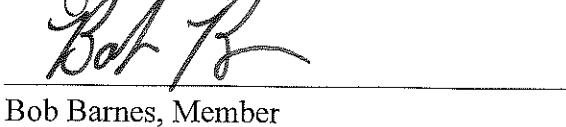
The proposed pedestrian bridge will solve a connectivity issue and a public safety challenge by providing a safe crossing point for the multi-use trail network being developed north of the river and south of the river. The completed trail will connect the cities of Goshen, Elkhart, and the towns of Bristol and Middlebury, as well as being a component of the regional trail system that connects Lagrange County and the Town of Shipshewana. Several county and municipal parks are connected to this regional trail. Please accept this letter of support for the project.



Brad Rogers, President



Suzanne Weirick, Vice President



Bob Barnes, Member



July 5, 2023

RE: Next Level Trail Grant Request

To Whom It May Concern:

The LaGrange County Convention & Visitors Bureau is in full support of the Town of Bristol request for a Next Level Trail Grant. LaGrange County is a friendly neighbor to Bristol and Elkhart County. We believe in regional tourism and that visitors do not see or determine experiences based upon county lines. LaGrange County fully supports the enhancement and development of expanded outdoor experiences not only for visitors but for our residents too. Many residents of Elkhart County work and play in LaGrange County. Likewise, many LaGrange County residents, many who are Amish, work and play in Elkhart County. We understand the benefits of collaboration with our region and partners to increase visitor traffic and enhance economic impact. We can't think of a better project to support than the Town of Bristol's request for a Next Level Trail Grant.

It is our understanding this project is for a new pedestrian bridge across the St Joe in Bristol which will eventually be the crossing point for the popular Quaker Trace project connecting to the popular Pumpkinvine Trail. Shipshewana is proud and happy to be a trailhead on the Pumpkinvine and has seen significant daily usage and traffic flow in our community from this trail. In 2022, the Friends of the Pumpkinvine provided the 2022 Shipshewana site usage volume to include 79,203 annual users (pedestrian and cycle combined) with an average daily usage of 260 people per day. This makes the Shipshewana trailhead the third most visited trailhead (after Middlebury and Millrace) and the second most used trail daily (after Middlebury) among all locations. We can only expect that with the expansion of the Quaker Trace, with the needed bridge improvement in Bristol, for visitation to further increase and in fact without that bridge, the connectivity is missing. The Town of Bristol has done their preliminary work and we are advocating for your agreement to assist them in this much needed regional trail development project. Your grant, if awarded to Bristol, will play a unique role as an economic development venture that ensures that this placemaking and regenerative approach to regionalism is possible for visitors and residents alike.

Thank you for your consideration.

Sincerely,

Sonya L. Nash

Sonya L. Nash, CDME
Executive Director



July 5, 2023

Mr. Mike Yoder
Town Manager
Town of Bristol, Indiana
P.O. Box 305
Bristol, IN 46507

RE: On-Call Engineering Services
Town of Bristol, Indiana
Task Order No. 3
St. Joseph River Pedestrian Bridge Preliminary Plans

Dear Mr. Yoder:

We are pleased to present a PDF copy of Task Order #3 prepared in accordance with the provisions of our On-Call Professional Services Agreement dated April 21, 2022. This Task Order has been prepared at your request based on our scoping meeting held on June 21, 2023 and follow-up conversation on June 29, 2023.

Please execute a copy of Task Order #3 and return a digital copy of the signed Task Order to our office. We will begin work upon receipt of an executed copy of Task Order #3.

If you have any questions or comments, please contact me any time. My cell number is (317) 796-5947.

Sincerely,
UNITED CONSULTING *Sec*

Jay N. Ridens, P.E.
Bridge Department Manager

enclosures

c: File 22-210-03

- ENGINEERING
- ENVIRONMENTAL
- INSPECTION
- LAND SURVEYING
- LAND ACQUISITION
- PLANNING
- WATER & WASTEWATER
- SINCE 1965

OFFICERS

- Steven W. Jones
- Christopher R. Pope, PE
- B. Keith Bryant, PE
- Michael A. Rowe, PE
- Jon E. Clodfelter, PE
- Paul D. Glotzbach, PE

PROFESSIONAL STAFF

- Andrew T. Wolka, PE
- Devin L. Stettler, AICP
- Michael S. Oliphant, AICP
- Timothy J. Coomes, PLS
- Steven R. Passey, PE
- Brian J. Pierson, PE
- Christopher L. Hammond, PE
- Brian S. Frederick, PE
- Jay N. Ridens, PE
- Christopher J. Dyer, PE
- Jeromy A. Richardson, PE
- Heather E. Kilgour, PE
- Adam J. Greulich, PLS
- Caleb C. Ross, PE
- Dann C. Barrett, PE
- Scott G. Minnich, PE
- Michael D. Farrell, CPA
- Kelton S. Cunningham, PE
- Braun S. Rodgers, PE
- Chris J. Andrzejewski, PE
- Eric S. Harned, PE
- Andrew J. Allison, PE
- Abigail I. Browder, PE
- Gretchen A. Meyer, PE
- Brian S. Haefliger, PE
- Ricardo J. Paredes Aronsohn, PE
- Corbin A. Schwiebert, PE
- Tim B. Leemhuis, PE
- Hogan W. Sills, PE
- Jeffrey E. Lazzell, PE
- Kyle D. Kent, PE
- Steven Zehr, PE
- John D. SanGiorgio, PE
- Troy A. Casey, PE
- Mitchell D. Lankford, PE
- Joy L. Bosse, PE
- Tony Fadoul, PE

www.ucindy.com (317) 895-2585 8440 Allison Pointe Blvd., Suite 200, Indianapolis, IN 46250

Task Order #3
Bristol Pedestrian Bridge over St. Joseph River
Preliminary Plans

A. Services by United Consulting:

1. UNITED CONSULTING shall provide the following Engineering Services in accordance with the preferred Alternative for a locally funded pedestrian bridge presented in the Bristol Riverwalk Alignment Study, dated April 26, 2023.
 - a. Field Survey
 - b. Utility Coordination (Through Verification of Existing Facilities)
 - c. US Waters Report
 - d. Permit Applications (IDEM 401, ACOE 404, IDNR CIF, IDEM CSGP)
 - e. Right of Way Engineering
 - f. Project Design and Plans (Preliminary Plans)

B. Services by the Town of Bristol:

1. Assist UNITED CONSULTING in obtaining property owner information, deeds, and plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Agreement.
2. Criteria for design and details for signs, signals, highways, and structures such as grades, curves, sight distances, clearances, design loadings, etc.
3. Specifications and standard drawings applicable to the project.
4. Plans of any existing structures within the project limits, if available.
5. All written views pertinent to the project that is received by the Town of Bristol.
6. Guarantee access to enter upon public and private lands as required for the UNITED CONSULTING to perform work under this Agreement.

C. Schedule:

1. UNITED CONSULTING shall submit Preliminary Plans within 161 calendar days after receipt of this fully executed Task Order.
2. UNITED CONSULTING shall submit Permit Applications within 14 calendar days after Town of Bristol approval of Preliminary Plans.
3. UNITED CONSULTING shall complete Right of Way Engineering within 28 calendar days after Town of Bristol approval of Preliminary Plans.

D. Compensation:

1. UNITED CONSULTING shall receive as payment for the work performed under this Task Order the total fee of \$171,000 unless a modification is approved in writing by the Town of Bristol.

Task Order #3
Bristol Pedestrian Bridge over St. Joseph River
Preliminary Plans

2. UNITED CONSULTING shall be paid for the work performed under this Task Order on a Lump-Sum basis in accordance with the following schedule:

a. Field Survey	\$ 36,800
b. Utility Coordination	\$ 3,000
c. US Waters Report	\$ 8,300
d. Permit Applications	\$ 17,400
e. Right of Way Engineering	
i. Title Work (\$750 ea., 1 parcel)	\$ 750
ii. Right-of-Way Engineering (\$2,800 ea., 1 parcel)	\$ 2,800
f. Project Design and Plans	\$101,950

AGREED TO:

UNITED CONSULTING

TOWN OF BRISTOL, INDIANA

BY: Michael Rowe
Michael Rowe, PE
President

BY: _____
Accepted By: Date:

BY: Chris R. Pope
Chris Pope, PE
Senior Vice President

Date: July 3, 2023

**APPRAISAL SERVICES, INC.
PO BOX 555
GRANGER, IN 46530**

June 26, 2023

Ms. Diana Campbell
Jones Petrie Fafinski
325 S. Lafayette Blvd.,
South Bend, IN 46601

RE: Appraisal Proposal
Town of Bristol Project

Dear Ms. Cambell:

My fee proposals are as follows:

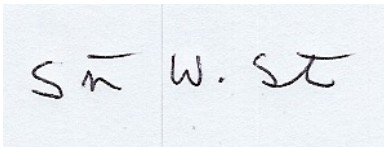
Water Line Project

Two appraisal reports are needed for this project. Me fee is \$2,500 total for both appraisals. There will be no other fees associated with this project.

Road Project

This project requires three reports and will include six parcels. My fee is \$5,500.

Sincerely,

A photograph of a handwritten signature in black ink on a light blue background. The signature reads "S W. Sante".

Steven W. Sante, MAI, SRA


6/28/2023

Re: Town of Bristol
Appraisal quotes

For: Ken Jones
Jones Petrie Rafinski

Proj. #1) Water Tower \$2,000

Proj. #2) road and roundabout. Six parcels delineated prior to this writing: \$4,500



Iverson C. Grove, MAI, SRA

Indiana Certified General Appraiser #CG 69100422

TOXICITY REDUCTION EVALUATION

Wastewater Treatment Plant

Town of Bristol, Indiana

Prepared for: Ms. Kaitlyn Baer
Certified Operator
Bristol, Indiana
1300 West Vistula Street
Bristol, IN 46507

Project No.: 18108
Date: June 27, 2023

Prepared by:



5070 Stow Rd.
Stow, OH 44224
800-940-4025
www.EnviroScienceInc.com

1.0 INTRODUCTION

The Town of Bristol owns and operates a wastewater treatment plant in Elkhart County, Indiana. This proposal is to assist the town with the whole effluent toxicity requirements of the current National Pollutant Discharge Elimination System (NPDES) permit.

The Bristol Wastewater Treatment Plant (WWTP) has an average design flow of 0.75 MGD. Treatment units consist of a rotating drum comminutor with bar screen, a primary clarifier, a biotower trickling filter, solids contact tanks, secondary clarifiers, phosphorus removal and UV disinfection. Solids are aerobically digested, dewatered and hauled to a landfill. The treated effluent is discharged to the St. Joseph River under NPDES permit number IN0036846. The permit has an effective date of February 1, 2019.

Part 1, Item D of the NPDES permit requires the Town to test for whole effluent toxicity (WET) at Outfall 001. Part 2 of that section describes the Toxicity Reduction Evaluation (TRE) which is required if the effluent demonstrates toxicity. Toxicity is demonstrated if the effluent is observed to have exceeded 1.0 acute toxic units (TUa) based on 100% effluent for the test organisms in 48 hours for *Pimephales promelas* (*P. promelas*), and 96 hours for *Daphnia magna* (*D. magna*), and *Ceriodaphnia spp.* (*C. dubia*). In January 2023 and March 2023, the effluent demonstrated toxicity for *P. promelas*. Therefore, the NPDES permit requires that a TRE be completed in accordance with the schedule in the table below.

Development and Submittal of TRE Plan	Within 90 days of two failed toxicity tests
Initiate Effluent TRE	Within 30 days of TRE Plan submittal to IDEM
Progress Reports	Every 90 days from the initiation date of the TRE
Submit Final TRE Results	Within 90 days of the completion of the TRE, not to exceed 3 years from the date of the initial determination of toxicity. (two failed toxicity tests)
Post-TRE Biomonitoring Requirements	Immediately upon completion of the TRE, conduct 3 consecutive months of toxicity tests, if no toxicity is shown, reduce toxicity tests to once every 6 months for the duration of the permit term. If post-TRE biomonitoring demonstrates toxicity, revert to implementation of a TRE.

This proposal outlines the tasks that will be completed to meet Part 1,D of the NPDES permit.

2.0 SCOPE OF WORK

This proposal lays out the tasks for evaluating and attempting to identify the toxicity source(s). All methods used in the performance of these services are in accordance with USEPA approved methods.

By nature, the TIE/TRE process must proceed in a stepwise, iterative fashion. Information obtained by one technique must be verified and evaluated before determining the next course of action. For these reasons, this proposal does not attempt to set forth a fixed sequence of steps.

Rather, this document provides a conceptual plan for a TIE/TRE that accomplishes the following major tasks:

1. Gather additional information to determine the toxicity's constancy and better define the observed toxicity range.
2. Thoroughly evaluate practices, processes, and chemical usage to identify factors that influence toxicity in the facility discharge.
3. Thoroughly evaluate industrial user (IU) discharges, if present, to identify factors that influence toxicity. This evaluation should focus on process changes, chemicals used, housekeeping, and cleaning/disinfection agents used in the IU.
4. Identify the general class(es) of toxicant(s) present and then proceed to identify the specific toxicant(s) and source(s).

TASK 1: SITE VISIT AND DATA REVIEW

Understanding the WWTP processes and operations is important for evaluating toxicity and sources of toxicity. EnviroScience will visit the WWTP to walk through the facility and gather information on the treatment process, chemicals used, and industrial dischargers. NetDischarge Monitoring (NetDMR) reports for the past 3 years and past toxicity testing data will be obtained from WWTP staff and reviewed. Information will also be gathered on past activities completed by the Town to investigate toxicity. The costs for this task include one trip to the WWTP and time for follow up discussions.

TASK 2: TOXICITY SCREENING TESTS

It is essential to establish the short-term variability of the effluent toxicity. It may provide clues as to the source of the toxicity, which will help minimize the possibility of performing expensive toxicity identification evaluation (TIE) manipulations on samples having little or no toxicity.

The NPDES permit requires annual acute toxicity sampling. In order to establish the short-term variability of the effluent toxicity, EnviroScience recommends performing six acute screening bioassays over 12 weeks using *P. promelas* to gauge the variability of the observed toxicity. WWTP staff will collect these samples. Sample containers, transport coolers, chain of custody forms, and mailing labels will be provided by EnviroScience.

Each screening test will consist of four concentrations: 100% effluent from Outfall 001 and three dilutions. Because we will not use the full dilution series required by a standard test, these test results do not meet the requirements for compliance tests and are not reported on the monthly reports sent to IDEM. The Town should also perform analytical analyses of the effluent for the normal suite of NPDES permit parameters on each of these six screening samples. This NPDES permit required data must be submitted on the monthly reports sent to IDEM. Standard laboratory tests that accompany the bioassay tests include pH, temperature, dissolved oxygen, conductivity, alkalinity, hardness, and residual chlorine. To help gauge the toxicity source, we recommend that the six biweekly samples be collected on different days of the week and include weekends.

As sample results are obtained, reports will be sent to the Town while simultaneously being reviewed and evaluated by EnviroScience personnel. Next steps to be taken depend on the results of the previous test.

TASK 3: TOXICITY IDENTIFICATION EVALUATION

The goal of this testing is to identify broad classes of chemical constituents responsible for the observed toxicity. The information presented below is not intended to represent a firm sequence of steps. Instead, the intent is to provide a conceptual outline that may be followed, if necessary, to identify and eliminate the source of toxicity.

In accordance with established USEPA guidance, the TIE process is subdivided into three general phases. Phase I involves a series of effluent manipulations that will characterize the toxicants according to broad chemical classes. Phase II uses Phase I information to determine specific chemical analyses that will identify the toxicant. Phase III procedures involve a series of tests and manipulations designed to confirm the identified toxicant before proceeding with treatability analyses.

If determined to be needed based on screening sample results, one or more of the Phase I toxicity characterization procedures identified below will be conducted. The selection and prioritization of the effluent manipulations to be performed will be decided based on screening sample results, information gathered during the site visit and conversations with Town personnel.

These tests will also be acute screening bioassay tests using *P. promelas* for the Phase I TIE work. The tests will include three effluent concentrations (e.g., 100%, 50%, and 10%) and a control. As indicated previously, not all of the manipulations listed below will necessarily be run. A brief description of the possible manipulations is as follows:

Toxicity Screening	Upon receipt, the wastewater sample will be screened for a minimum of 24 hours. Mortality results will be carefully considered before initiation of Phase I manipulations. As a general guideline, the manipulations/testing of the sample will be attempted if mortality exhibited by daphnids equals or exceeds 50% in 48 hours. EnviroScience will move to initiate the TIE within 24 hours of the completion of the toxicity screening.
Baseline Effluent Test	This test usually serves as a toxicity control and is started on the same day as each manipulation test to measure the inherent toxicity of the discharge and to gauge the toxicity changes caused by the wastewater manipulations. Baseline tests may or may not be required based on the outcome of the variability and persistence testing.
EDTA Addition Test	EDTA chelation removes a variety of cationic heavy metals from suspension and produces relatively non-toxic complexes. These metals include aluminum, barium, cadmium, copper, iron, lead, manganese, nickel, strontium, and zinc. EDTA does not complex well with arsenic, chromium, mercury, or selenium.
Sodium Thiosulfate	The addition of sodium thiosulfate reduces oxidants, such as chlorine, and removes some metals not removed by EDTA. These include cationic forms of common metals such as cadmium, copper, mercury, selenium, and silver.

Filtration Test	Filtration with glass fiber filters may reduce toxicity associated with suspended solids or particle-bound toxicants.
Aeration Test	Changes in toxicity due to aeration may be caused by substances that are oxidizable, spargeable, or sublutable.
Post-C18 SPE Column	By passing wastewater through an SPE column, non-polar organics, some metals, and some surfactants are removed.
Methanol Eluate Test	Sorbed, non-polar organics are eluted from SPE columns with methanol to determine the non-polar toxicant.
Graduated pH Tests	By adjusting wastewater pH, this test will determine whether toxicity can be attributed to compounds whose toxicity is pH-dependent, such as ammonia and some metals.

TASK 4: REPORTS

The first step required by the NPDES permit is the development of a TRE Plan. The TRE Plan is to include appropriate measures to characterize the causative toxicants and the variability associated with these compounds. The report will identify the steps that the Town will take to determine the cause of the toxicity. Technically, this plan was due to be submitted to IDEM by June 25, 2023. The Town reached out to IDEM to explain that the report would be late. EnviroScience will develop the TRE Plan as soon as possible and provide a draft to the Town for review. Once all comments/concerns of the Town are addressed, EnviroScience will provide the Town with a final version of the report that the Town will submit to IDEM. The goal is to have the report submitted by July 25, 2023.

The NPDES permit also requires that progress reports be submitted every 90 days. The first progress report will be due by October 31, 2023. EnviroScience will provide this progress report to the Town no later than 30 days prior to the date required by the NPDES permit to allow for its review and edits prior to submittal to IDEM. Time is allocated for one revision. Time is also allocated for EnviroScience personnel to discuss the report with IDEM via conference call if needed.

3.0 COSTS

Attachment A includes detailed costs for each task included in this project. Hourly rates are based on the 2023 EnviroScience Standard Rates. Additional details of potential costs associated with the first phase of the acute TIE are provided in Attachment B. Only those manipulations completed will be charged.

4.0 KEY PERSONNEL

EnviroScience has numerous staff capable of addressing many environmental needs, often with cross-training in multiple technical areas. This depth of staff provides great flexibility, responsiveness, and value. Short biographies of staff are provided below.

Elizabeth Wick, P.E.

Title: Senior Engineer

Specialty: Toxicity Reduction Evaluations, Industrial Wastewater Permitting, Municipal Wastewater Permitting

Experience: Total Experience 33 Years
Time with Firm 1.5 years

Education: University of Toledo B.S. Chemical Engineering

Elizabeth Wick, P.E., has extensive experience with environmental permitting, regulations, and management. During her 33-year tenure at the Ohio EPA Northwest District Office (NWDO), Division of Surface Water, Elizabeth helped facilities attain and maintain permit compliance, serving as manager at the district for the past nine years. Elizabeth was responsible for numerous programs, including implementing the Pretreatment Program in the NWDO, where she performed inspections and reviewed engineering drawings and permit applications for industrial wastewater treatment systems. In addition to a B.S. in Chemical Engineering from the University of Toledo, Elizabeth holds a Class III Wastewater Operator license in Ohio.

Sheila Rayman, P.E.

Title: Senior Environmental Engineer

Specialty: Industrial Wastewater Permitting, Municipal Engineering, Stormwater Management and Permitting

Experience: Total Experience 28 Years
Time with Firm 6 Years

Education: University of Akron B.S. Civil Engineering 1995

Ms. Sheila Rayman, P.E., leads EnviroScience's Compliance Services team where she helps clients reach and maintain compliance with environmental regulation through design and implementation of stormwater management facilities, Stormwater Pollution Prevention Plans, Spill Prevention, Control, and Countermeasure Plans, NPDES Permits and infrastructure plans. Ms. Rayman has spent over 25 years as a municipal and consultant engineer, project manager, compliance, and stormwater specialist. She has a B.S. in Civil Engineering from the University of Akron and holds professional engineer registrations in six states.

Before coming to EnviroScience, Ms. Rayman was the Assistant City Engineer for the City of Stow. She focused on citywide stormwater improvements and meeting/maintaining compliance with the regulations of the city's Ohio EPA MS4 status. Her responsibilities included stormwater master planning and ensuring that SWPPP and SPCC documents for the city's municipal facilities addressed current regulations. In addition, she assisted in multiple roadway and bridge inspections and condition ratings. Her expertise in residential, commercial, and industrial development and environmental permitting provides experience-based assistance to both private and public sectors. Ms. Rayman's wide range of experience includes environmental studies, compliance with government and safety regulations, design standards, and construction documents and inspections. She maintains a strong focus on stormwater management and incorporating green rather than gray solutions to both new and redeveloped areas.

5.0 ASSUMPTIONS

This proposal includes only the tasks specified above. If the scope of work changes for any reason, including requests from the Town of Bristol for additional work, or unforeseen issues that may extend the service hours and expenses quoted in this proposal, EnviroScience will submit a request for additional funds to cover any service hours or expenses incurred above and beyond the original scope of work.

Confirmatory testing, supplemental chemistry analysis, and additional rounds of specific manipulations may be needed and will be costed separately. Any additional testing will only be conducted with the express approval of the Town at the unit prices stated below.

Costing associated with other effluent manipulations and later stages of a TIE (if such stages prove necessary) will be developed following completion of the work outlined herein.

The costing outlined in Attachment B includes consumable supplies, extra blanks required by some tests, and an average of two hours of technician time for test preparation. The costing is based on one round of acute testing using *P. promelas* for each test and manipulation listed. As noted previously, these tests will be conducted as abbreviated acute toxicity tests, utilizing three effluent dilutions and a control. Note that not all tests may be run depending on the operational assessment results. Finally, more than one round of testing may be required for selected manipulations.

SCHEDULE AND AGREEMENT

EnviroScience, Inc. is prepared to begin work immediately upon written authorization to proceed. Costs for this proposal are presented in Attachment A. The price in this proposal is valid for 60 days from the date of issuance. Terms and Conditions are provided below.

Once the task(s) have been accepted, an officer of EnviroScience will sign, and we will return a fully executed copy for your records.

EnviroScience Executive Officer **Date**

Accepted and Authorized to Proceed

Name **Title** **Date**

TERMS AND CONDITIONS

The following Standard Terms and Conditions, together with the attached Proposal and Fee Schedule, constitute the Agreement between EnviroScience, Inc. ("ES") and the entity or person to whom the proposal is addressed ("Client") for the performance of professional services outlined in the proposal, effective from the date set forth herein. The Standard Fee Schedule may be omitted for Lump Sum type Agreements. The Client and ES agree as follows:

- 1. Engagement.** The Client engages ES to provide the services and deliverables (the "Services") described in the proposal above, subject to the terms and conditions hereof. ES shall not be bound to this Contract unless the Client provides ES with a fully executed Contract that ES has had the opportunity to review before entering into the Agreement. For this Agreement, the "Contract" shall mean any agreement between the Client and any third party to which ES will provide Services for on behalf of the Client as a subcontractor.
- 2. Payments & Accounting.** The Client will pay ES in U.S. Dollars for the Services provided at the costs indicated with and agree to in this proposal (the "Fees"). ES shall invoice the Client for the Fees as described above. Client agrees to timely payment of each invoice as agreed to above. Should the Client fail to pay the agreed-upon Fees, ES may immediately terminate or suspend this Agreement at its sole discretion upon written notice to the Client until payment in full is received for the Services provided or in-process and is satisfied that the Client will pay for future Services. Should ES suspend performance and continue it later, ES will be entitled to a time extension for performance as necessitated by the suspension. Termination or suspension of performance by ES does not relieve the Client of its timely payment obligations. Full or partial payments received from or for the account of the Client, regardless of any writings on or documents attached to such payments, shall be applied by ES against any amount owed by the Client with full reservation of all ES's rights, without an accord and satisfaction of the Client's liability. Unpaid balances will be subject to a finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% annually), or (ii) the maximum amount permitted by law until all unpaid balances are paid in full.
- 3. Confidentiality.** Confidential information may be provided or access to such information be provided by the Disclosing Party to the Receiving Party (Client or ES). "Confidential Information" refers to any communications or access to the Disclosing Party's intellectual property, proprietary business information, information concerning its employees or subcontractors, or any other information from the Disclosing Party not mentioned herein. The Receiving Party shall not disclose any Confidential Information to any third party for any purpose without written consent of the Disclosing Party. Confidential Information shall not include any information: (i) developed by the Receiving Party without references to the Confidential Information or lawfully in the Receiving Party's possession prior to receipt from the Disclosing Party; (ii) publicly known through no fault of the Receiving Party; or (iii) otherwise lawfully available to the Receiving Party from a third party not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party. Upon termination of the Agreement, all Confidential Information and other information shall be returned or destroyed promptly upon request, the Receiving Party shall not retain copies and not thereafter use such Confidential Information in any respect whatsoever. If ES is requested or required to store files, data, samples, or the like hereunder, ES shall keep such material for no longer than five (5) years. Any storage thereafter shall be at the sole cost of the Client. ES reserves the right to retain and present basic project information regarding the services rendered for this project in basic marketing materials and capabilities statements. This information will be limited to services performed by ES only, and not by the Client.
- 4. Intellectual Property.** For this Agreement, "Intellectual Property" means (i) patents, their applications or disclosures, including all ideas, inventions and improvements disclosed therein, and all reissues, continuations, continuations in part, divisions and reexaminations thereof; (ii) trademarks, service marks, trade names, trade dress, logos, slogans, domain names, including all goodwill appurtenant thereto, and all registrations and applications for registrations thereof and all renewals and extensions thereof; (iii) copyrights and mask works and all registrations; (iv) computer software, source code, software applications and platforms, websites, disks or drives, data, databases and user documentation and audiovisuals, domain names, and text materials; (v) all trade secrets, moral rights, research and development materials, processes, procedures, know-how, ideas discoveries, inventions, customer lists, supplier lists, formulas, drawings and designs, technical data, marketing, financial and business plans; (vi) all advertising materials; and (vii) copies and related documentation. The Client agrees that ES owns the exclusive right, title, and interest of all its Intellectual Property and derivatives, whether produced prior to the date hereof, expressly excluded from the Statement of Work, or produced independently of the provision of Services hereunder ("Background IP"). The Client shall not during the Term or thereafter permit any act that impairs the ES's rights in respect to ES's Background IP. The Client will never represent ownership in any of ES's Background IP. Client expressly agrees use and goodwill of the Background IP shall accrue to ES's sole benefit.
- 5. Work Made for Hire.** This Agreement is a contract between ES and the Client for services, and each considers the work product created by the Services (the "Work Product") to be a work made for hire, as that term is defined under the United States Copyright Act. "Work Product" shall expressly exclude all ES Background IP. ES acknowledges and agrees, except as otherwise set forth in this Agreement or Statement of Work, upon payment in full to ES, the Work Product is the exclusive property of the Client. The rights granted hereunder are subject, in

all cases, to the restrictions set forth in Section 4. ES shall retain exclusive ownership of the Background IP together with all Intellectual Property rights, unless otherwise stated in this Agreement.

If any Background IP is incorporated into Work Products or Services, upon payment in full to ES, ES hereby grants the Client a limited, non-assignable, nonexclusive license to use such Background IP solely with its use of the Work Product. If the Client uses the Work Product for any purpose other than its intended use, the license shall be immediately terminated; the Client has no interest in or claim to the Background IP other than the described license. In addition, ES may use, transfer or otherwise deal with the Background IP for use with third parties for the benefit of ES or such third parties.

6. **Injunctive Relief.** The parties agree that damages incurred during a breach of the restrictive covenants within this Agreement may be difficult or impossible to ascertain and no adequate remedy at law may exist. If a breach occurs, the non-breaching party shall be entitled to any lawful remedies and may seek equitable relief to enforce all covenants of this Agreement. The breaching party waives (i) the defense that a remedy in damages will be adequate and (ii) any requirement in action for specific performance or injunction for the posting of a bond.
7. **Reservation of Remedies.** The rights, powers and remedies given or reserved to the parties by this Agreement shall be cumulative and in addition to all other and further remedies provided by law. This Agreement does not deprive the parties of any other rights given by law or at equity. Should a party delay or fail to exercise any right or remedy, it shall not constitute a waiver of any rights under this Agreement. If a party consents to a breach of any express or implied term of this Agreement, it shall not constitute consent to any other prior or subsequent breach.
8. **Disclaimer of Warranties.** ES provides Services to the Client on an "as-is" basis without any warranties, and ES disclaims all warranties, whether express, implied, or statutory, including, without limitation, implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. ES has no duty to verify third party information and the Client hereby agrees that any reliance by the Client on ES's consulting services, which may or may not include third party information, shall be at the Client's sole risk and liability.
9. **Client Acknowledgements, Representations, and Warranties.** The Client agrees that ES will provide Services "as-is" without any warranty or guaranty, express or implied, and the Client agrees the Work Product and deliverables are solely based on the information, specifications, and requirements they provide. The Client represents and warrants, by entering this Agreement and accepting the Services from ES, that the Client's execution, delivery, and performance of the Agreement have been duly authorized by all appropriate or required action on the part of the Client, and the Agreement constitutes a valid and binding obligation of the Client enforceable against it in accordance with its terms.
10. **Indemnification.** Each party hereto (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and any associated persons against all losses, damages, or expenses of any nature, including reasonable costs of legal defense, whether direct or indirect, that they may incur as a result of (i) any act or omission of the Indemnifying Party; (ii) a breach by the Indemnifying Party of any representation, warranty, and/or agreement with any Indemnified Party; and/or (iii) a violation by the Indemnifying Party of any applicable law, regulation, or order of the United States or any applicable governmental authority. The indemnification obligations under this Section 10 shall continue indefinitely.
11. **Limitation of Liability.** Neither party shall be liable and disclaims all lost profits and any other damages whether arising from services or performance under this Agreement as permitted by law. If termination of this Agreement occurs, neither party is liable to the other for compensation, indemnification, reimbursement, or damages whether of prospective profits or sales or on account of financial decisions or commitments or anticipated extended performance. Notwithstanding, the Client's exclusive remedy against ES, and ES's maximum liability and sole obligation, for all claims, shall be limited to refunding the amounts the Client paid ES hereunder.
12. **Term; Termination.**

This Agreement shall commence on the Effective Date and continue while ES performs or provides Services to the Client (the "Term"). This Agreement shall not be terminated except (i) by either party in the event of a material breach by the other party (which shall require a 30-day notice before any such termination can be effective), (ii) by written consent of both parties, or (iii) by ES if the Client fails to pay timely any amount due under an Invoice and the Client does not cure such breach within five (5) calendar days of receipt of ES's notice. Notwithstanding anything herein to the contrary, the rights and obligations of the parties with respect to Intellectual Property rights, confidentiality, and governing law shall survive termination of this Agreement indefinitely.
13. **Termination for Bankruptcy or Liquidation Action.** This Agreement may be terminated immediately by one party if the other party has (i) ceased to do business, (ii) made a general assignment for the benefit of creditors, or (iii) filed or had filed against it a petition seeking the reorganization, arrangement, composition, adjustment, liquidation or dissolution or seeking similar relief under any other law or regulation, or seeking the appointment of a trustee or similar officer of the court for a substantial part of its properties; provided, however, that either party shall have a sixty (60) day cure period for any involuntary petitions in bankruptcy. Should ES terminate this Agreement, all amounts payable to ES for Services rendered will immediately become due and payable to ES, or

if any such amounts are not available for immediate payment, such amounts will be deemed owed to ES by the Client and ES will be identified as a creditor of the Client in such amounts until payment is received in full.

14. **Relationship.** Neither party nor any other affiliates shall be deemed a representative of the other, nor shall either party hold itself out as a representative of the other beyond this Agreement, and neither shall have any right or authority to conduct any business in the name of, or on behalf of the other. The parties agree that ES will serve as an independent contractor of the Client, the Client and ES are separate entities and no master/servant, partnership, joint venture, principal/agent, or employer/employee relationship exists between the parties.
15. **Force Majeure.** Except for payment obligations, neither party will be liable for performance delay or failure under the Agreement, in whole or in part, when it results from causes beyond such party's reasonable control. However, if performance (except for payment obligations) becomes impossible for more than 90 consecutive days for the foregoing reasons, the injured party may terminate the Agreement, effective upon receiving notice of termination.
16. **Miscellaneous.**
 - a. **Headings.** The headings or words throughout this Agreement are for reference only and in no way explain, modify, amplify or aid in the interpretation, construction, or the meaning of the provisions of this Agreement.
 - b. **Severability.** Should any part of the Agreement be held illegal, void, or unenforceable, the remainder and its application shall not be affected, and each provision shall be valid and enforced to the fullest extent of the law.
 - c. **Governing Law.** This Agreement shall be governed by and construed per the internal, substantive laws of the State of Ohio, United States of America, without regard to choice or conflict of law rules.
 - d. **Dispute Resolution.** Any party to this Agreement may submit any controversy or claim against another party arising from or relating to this Agreement or breach thereof or any agreement entered into by the parties hereto to mediation on written request to the other party, specifying the matter in dispute. Within ten (10) days of that request, each party shall choose one mediator, and the two mediators shall choose an independent third mediator. The claim, controversy, or breach shall be heard by the three mediators. Each party shall pay for the cost of its own mediator and share in the cost of the third mediator. Each party shall bear its own attorneys' fees regarding the mediation. The mediation shall be held in Cuyahoga County, Ohio. If the parties are unable to resolve their claim, controversy, or breach at mediation and the majority of the mediators (two of the three) declare an impasse or, after thirty (30) days, then either party may file a demand for mandatory arbitration hereto. The arbitration shall be in accordance and in compliance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction thereof. All arbitration hearings conducted hereunder and all judicial proceedings to enforce any provisions hereof shall take place in Cuyahoga County, Ohio. Arbitration hearings shall take place before three (3) arbitrators. Each of the parties disputing shall choose one (1) arbitrator, and the two (2) arbitrators shall choose a third, independent arbitrator. The decision of any two (2) of the three (3) arbitrators shall be binding and conclusive on the parties to the arbitration. The submission of a dispute to arbitrators and the rendering of their decision shall be conditioned precedent to any right of legal action to enforce any of the provisions hereof or findings of the arbitrators under the dispute. The costs and expenses of the arbitration, including fees of the arbitrator (but specifically excluding attorneys' fees, expert fees, accounting fees, witness fees, and the cost of discovery), shall be borne by the parties equally.
 - e. **Translation.** If any part of this Agreement requires translation to another language, the Client will provide written notice to ES and produce the translation at their expense. The translation will be provided to ES certified as a true and accurate duplicate and translation of this Agreement and the terms and conditions herein.
 - f. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties. The terms of this Agreement expressly supersede all prior oral or written agreements between the parties with respect to the subject matter hereof. Unless otherwise set forth in this Agreement, no modifications, additions, or amendments to this Agreement shall be effective unless made in writing as an addendum to this Agreement and signed by duly authorized representatives of both parties.
 - g. **Assignments.** The Client shall not transfer this Agreement by any means without ES's prior written consent, and any assignment or attempt to do so without such consent will be void and of no effect.
 - h. **Beneficiaries.** This Agreement will only inure to the benefit of the parties and their permitted successors, and, except as expressly set forth in this Agreement, there are no third-party beneficiaries to this Agreement.
 - i. **Notice.** All communications provided in this Agreement or any Statement of Work will be in writing and delivered to ES in person, by an internationally recognized mail service (e.g., FedEx) or certified mail with postage prepaid and a return receipt requested, or by email, provided the original will promptly follow by the aforementioned mail service. All notices will be sent to the applicable party at the address(es) on the first page of this Agreement (or as otherwise instructed in writing by such party).
 - j. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement.

Attachment A
Costs

Attachment A
 EnviroScience Costs
 Toxicity Reduction Evaluation
 ES Project No. 18108
 Bristol, IN

Section 9, Item h.

Task 1: Site Visit and Data Review

Item	Unit Cost	Units	Total
Senior Engineer II	\$185.00	3	\$555.00
Senior Engineer I	\$165.00	24	\$3,960.00
Scientist II	\$104.00	8	\$832.00
Total Hours			35
Total Labor Cost			\$5,347.00
Mileage	\$1.02	260	\$263.90
Total Other Direct Costs (ODCs)			\$263.90
Total Cost for Task 1			\$5,610.90

Task 2: Toxicity Screening Tests

Item	Unit Cost	Units	Total
Senior Engineer II	\$185.00	1	\$185.00
Senior Engineer I	\$165.00	10	\$1,650.00
Total Hours			11
Total Labor Cost			\$1,835.00
P. promelas Acute Screening	\$400.00	6	\$2,400.00
Shipping	\$100.00	6	\$600.00
Total ODCs			\$3,000.00
Total Cost for Task 2			\$4,835.00

Task 3: Toxicity Identification Evaluation

Item	Unit Cost	Units	Total
Senior Engineer II	\$185.00	1	\$185.00
Senior Engineer I	\$165.00	10	\$1,650.00
Total Hours			11
Total Labor Cost			\$1,835.00
Total Cost for Task 3			\$1,835.00

Attachment A
EnviroScience Costs
Toxicity Reduction Evaluation
ES Project No. 18108
Bristol, IN

Section 9, Item h.

Task 4: Reports Item	Unit Cost	Units	Total
Senior Engineer II	\$185.00	3	\$555.00
Senior Engineer I	\$165.00	30	\$4,950.00
Total Hours			33
Total Labor Cost			\$5,505.00
Total Cost for Task 4			\$5,505.00
Total Project Cost			\$17,785.90

Attachment B
TIE Manipulations and Costs

Test/ Manipulation	Cost w/ Acute Endpoints	Comments
Screening	\$ 400.00	With acute endpoints
Baseline	\$ 400.00	Necessary to ensure we start with a sample exhibiting toxicity
Aeration	\$ 425.00	Targets volatile organic compounds
Aeration - toxicity recovery option	\$ 425.00	Can be initiated after the results of a positive aeration test to verify surfactant toxicity
EDTA	\$ 500.00	Target some metals
Sodium Thiosulphate	\$ 500.00	Performs oxidant reduction, targeting chlorine and some metals
Graduated pH	\$ 650.00	Targets ammonia and some metals
Filtration	\$ 600.00	Removes particulates, necessary for C18 SPE
C18 SPE	\$ 600.00	Removes non-polar organics, some surfactants
Methanol Eluate	\$ 650	May be useful depending on results of SPE and other manipulations; should be run concurrently with SPE
pH adjustment	\$ 600	
Shipping	\$ 100.00	per event
Data Analysis & report prep at \$115 per hour	\$ 1,840.00	The time required for all manipulations and proportionately reduced if not all manipulations are run
Total cost if all elements are selected		\$ 7690

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF 2 PAGES

TO (Contractor): Town of Bristol
 PO Box 122
 Bristol, IN 46507

FROM (SUBCONTRACTOR): Niblock Excavating
 PO Box 211
 Bristol, IN 46507

VIA (ENGINEER): Jones Petrie Rafinski
 325 S Lafayette Boulevard
 South Bend, IN 46601

APPLICATION NO. ONE (1)

INVOICE NO: 10118
 INVOICE DATE: June 30, 2023
 PERIOD TO:

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT DATE: April 20, 2023

Application is made for Payment, is shown below, in connection with the Contract.
 Continuation Sheet showing, SCHEDULE OF VALUES, is attached.

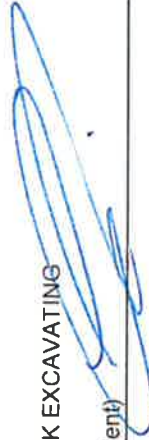
CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER / EXTRA WORK SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner			
TOTAL \$		-	-
Approved this month	Date Approved		
Number			
TOTALS: \$		-	-
Net change by Change Orders		\$	\$

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: NIBLOCK EXCAVATING

By: Chad Niblock (President)



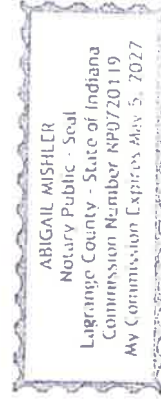
State of: Indiana

Subscribed and sworn to before me this 30th day of June, 2023

Notary Public: Abigail Mishler

My Commission expires: May 5, 2027

County of: Elkhart



1. ORIGINAL CONTRACT SUM \$ 459,743.00
 2. Net change by Change Orders \$ -
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 459,743.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values) \$ 72,810.00

5. RETAINAGE:
 a. 10% of Completed Work \$ 7,281.00
 (Column D + E on S of V)

b. 10% of Stored Material \$ -
 (Column F on S of V)

Total Retainage (Line 5a + 5b or Total in Column I on Schedule of Values)
 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 7,281.00
 \$ 65,529.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ -

8. CURRENT PAYMENT DUE \$ 65,529.00
 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 394,214.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$65,529.00

(attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By:



This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

This APPLICATION AND CERTIFICATE FOR PAYMENT, has a Contractor's signed Certification attached in tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: ONE (1)
 APPLICATION DATE: 6/30/2023
 PERIOD TO: ARCHITECT'S PROJECT NUMBER:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D ORE)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
1	Mob and Demob	\$ 39,500.00	\$ -	\$ 22,910.00	\$ -	\$ 22,910.00	58%	\$ 16,590.00	\$ 2,291.00
2	Cleaning and Grubbing	\$ 8,500.00	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00	20%	\$ 6,800.00	\$ 170.00
3	Site Grading	\$ 57,500.00	\$ -	\$ 28,750.00	\$ -	\$ 28,750.00	50%	\$ 28,750.00	\$ 2,875.00
4	Construction Engineering	\$ 5,500.00	\$ -	\$ 2,750.00	\$ -	\$ 2,750.00	50%	\$ 2,750.00	\$ 275.00
5	Railroad Coordination	\$ 8,500.00	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00	20%	\$ 6,800.00	\$ 170.00
6	Type III-B Barricade	\$ 4,620.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,620.00	\$ -
7	Road Closure Sign Assembly	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,800.00	\$ -
8	Temp. Concrete Barrier	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,400.00	\$ -
9	HMA Pavement Removal	\$ 17,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,250.00	\$ -
10	24 in E 80 Rated CMP	\$ 11,200.00	\$ -	\$ 11,200.00	\$ -	\$ 11,200.00	100%	\$ -	\$ 1,120.00
11	Metal End Section	\$ 3,800.00	\$ -	\$ 3,800.00	\$ -	\$ 3,800.00	100%	\$ -	\$ 380.00
12	Rip Rap Revetment	\$ 1,980.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,980.00	\$ -
13	Geotextiles for Rip Rap	\$ 180.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 180.00	\$ -
14	Remove Guardrail and Salvage	\$ 3,575.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,575.00	\$ -
15	20 in Curb	\$ 1,150.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,150.00	\$ -
16	Concrete Barrier Curb and Gutter	\$ 12,041.25	\$ -	\$ -	\$ -	\$ -	0%	\$ 12,041.25	\$ -
17	Concrete Barrier Median Curb	\$ 21,350.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,350.00	\$ -
18	Compacted Agg #53	\$ 80,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 80,500.00	\$ -
19	HMA Base Type B	\$ 46,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 46,800.00	\$ -
20	HMA Int. Type B	\$ 42,900.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 42,900.00	\$ -
21	HMA Surface Type B	\$ 33,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 33,800.00	\$ -
22	Tack Coat	\$ 1,004.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,004.50	\$ -
23	Mulched Seeding Type R	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,200.00	\$ -
24	Line Thermo 4 in White	\$ 3,168.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,168.00	\$ -
25	Line Thermo 4 in Yellow	\$ 3,201.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,201.00	\$ -
26	Line Thermo 24 in Stop	\$ 780.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 780.00	\$ -
27	Pavement Message RxR	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,100.00	\$ -
28	Sheet Sign . 1 in	\$ 1,548.75	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,548.75	\$ -
29	Sign Post Square Type 1	\$ 1,710.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,710.00	\$ -
30	Sign Post 2#/ft U	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,800.00	\$ -
31	Adjust Casting	\$ 800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 800.00	\$ -
32	Silt Fence	\$ 6,704.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,704.50	\$ -
33	Turf Matting	\$ 19,380.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,380.00	\$ -
34	Remove sign and Salvage	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00	\$ -
TOTAL		\$ 459,743.00	\$ -	\$ 72,810.00	\$ -	\$ 72,810.00	16%	\$ 386,933.00	\$ 7,281.00

Section 9, Item i.

Town of Bristol

Earthway Rail ParkPhase IV - Roadway Extension to RR Crossing and RR Coordination Construction

Bid Total							Pay App. No. 1 (June 30)		TOTAL TO DATE	
Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	QTY	AMNT	
1	Mob and Demob	1	LS	\$ 39,500.00	\$ 39,500.00	0.58	\$ 22,910.00	0.58	\$ 22,910.00	
2	Clearing and Grubbing	1	LS	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00	0.20	\$ 1,700.00	
3	Site Grading	1	LS	\$ 57,500.00	\$ 57,500.00	0.50	\$ 28,750.00	0.50	\$ 28,750.00	
4	Construction Engineering	1	LS	\$ 5,500.00	\$ 5,500.00	0.50	\$ 2,750.00	0.50	\$ 2,750.00	
5	Railroad Coordination	1	LS	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00	0.20	\$ 1,700.00	
6	Type III-B Barricade	132	LFT	\$ 35.00	\$ 4,620.00	-	\$ -	-	\$ -	
7	Road Closure Sign Assembly	3	EA	\$ 600.00	\$ 1,800.00	-	\$ -	-	\$ -	
8	Temp. Concrete Barrier	48	LFT	\$ 50.00	\$ 2,400.00	-	\$ -	-	\$ -	
9	HMA Pavement Removal	2,875	SYS	\$ 6.00	\$ 17,250.00	-	\$ -	-	\$ -	
10	24 in E 80 Rated CMP	140	LFT	\$ 80.00	\$ 11,200.00	140.00	\$ 11,200.00	140.00	\$ 11,200.00	
11	Metal End Section	4	EA	\$ 950.00	\$ 3,800.00	4.00	\$ 3,800.00	4.00	\$ 3,800.00	
12	Rip Rap Revetment	24	SYS	\$ 82.50	\$ 1,980.00	-	\$ -	-	\$ -	
13	Geotextiles for Rip Rap	24	SYS	\$ 7.50	\$ 180.00	-	\$ -	-	\$ -	
14	Remove Guardrail and Salvage	110	LFT	\$ 32.50	\$ 3,575.00	-	\$ -	-	\$ -	
15	20 in Curb	20	LFT	\$ 57.50	\$ 1,150.00	-	\$ -	-	\$ -	
16	Concrete Barrier Curb and Gutter	371	LFT	\$ 32.50	\$ 12,041.25	-	\$ -	-	\$ -	
17	Concrete Barrier Median Curb	214	LFT	\$ 100.00	\$ 21,350.00	-	\$ -	-	\$ -	
18	Compacted Agg #53	2,300	TON	\$ 35.00	\$ 80,500.00	-	\$ -	-	\$ -	
19	HMA Base Type B	520	TON	\$ 90.00	\$ 46,800.00	-	\$ -	-	\$ -	
20	HMA Int. Type B	440	TON	\$ 97.50	\$ 42,900.00	-	\$ -	-	\$ -	
21	HMA Surface Type B	260	TON	\$ 130.00	\$ 33,800.00	-	\$ -	-	\$ -	
22	Tack Coat	2,870	SYS	\$ 0.35	\$ 1,004.50	-	\$ -	-	\$ -	
23	Mulched Seeding Type R	10,200	SYS	\$ 1.00	\$ 10,200.00	-	\$ -	-	\$ -	
24	Line Thermo 4 in White	1,920	LFT	\$ 1.65	\$ 3,168.00	-	\$ -	-	\$ -	
25	Line Thermo 4 in Yellow	1,940	LFT	\$ 1.65	\$ 3,201.00	-	\$ -	-	\$ -	
26	Line Thermo 24 in Stop	24	LFT	\$ 32.50	\$ 780.00	-	\$ -	-	\$ -	
27	Pavement Message RxR	2	EA	\$ 1,050.00	\$ 2,100.00	-	\$ -	-	\$ -	
28	Sheet Sign .1 in	30	SFT	\$ 52.50	\$ 1,548.75	-	\$ -	-	\$ -	
29	Sign Post Square Type 1	36	LFT	\$ 47.50	\$ 1,710.00	-	\$ -	-	\$ -	
30	Sign Post 2#/ft U	40	LFT	\$ 45.00	\$ 1,800.00	-	\$ -	-	\$ -	
31	Adjust Casting	1	LFT	\$ 800.00	\$ 800.00	-	\$ -	-	\$ -	
32	Silt Fence	2,530	LFT	\$ 2.65	\$ 6,704.50	-	\$ -	-	\$ -	
33	Turf Matting	10,200	SYS	\$ 1.90	\$ 19,380.00	-	\$ -	-	\$ -	
34	Remove sign and Salvage	10	EA	\$ 250.00	\$ 2,500.00	-	\$ -	-	\$ -	
TOTAL CONTRACT					\$ 459,743.00		\$ 72,810.00		\$ 72,810.00	

Section 9, Item i.

Partial Waiver of Lien

State of Indiana, ss:

Whereas, the undersigned **Niblock Excavating Inc.** has been heretofore employed by the Town of Bristol to furnish certain material and labor for the Earthway Rail Park Phase IV – Roadway Extension to RR Crossing and RR Coordination Construction project located in Bristol, IN.

Now **Therefore, Know Ye**, That the undersigned, contingent upon receipt of \$65,529.00 hereby waives and releases unto the said owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, TO AND FOR SAID AMOUNT, on account of any and all labor, material, or both, furnished for or incorporated into said building as well as products from the asphalt plant which is owned by Niblock Excavating, by the undersigned, up to this date, and does further certify that the consideration moving to the undersigned for executing this **Partial Waiver of Lien** has been mutually given and accepted as a part payment to or on account of the said Contract for said building and real estate.

Signed, sealed and delivered this 30th day of June 2023.

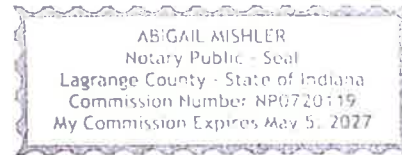
Signed : **Niblock Excavating, Inc.**

By: Chad Niblock, President

Personally appeared before me this 30th day of June 2023, Chad Niblock, who, being duly sworn on oath, says: That he is President of **Niblock Excavating, Inc.**, and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.

State of Indiana
County of Elkhart

Abigail Mishler



Notary Public: Abigail Mishler, Resident of LaGrange County
My Commission Expires: May 5, 2027

RESOLUTION NO. 7/6/2023-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL,
INDIANA MAKING A PURCHASE OF EQUIPMENT
PURSUANT TO INDIANA CODE §§ 5-22-10-5 AND 5-22-10-12

WHEREAS, the Town of Bristol, Indiana (the “Town”) is a duly formed municipal corporation within the State of Indiana governed by its duly elected Town Council (the “Council”); and

WHEREAS, the Town requires certain equipment to be purchased in connection with the operation and maintenance of the Bristol municipal water and sewer system; and

WHEREAS, the Council, as the purchasing agent for the Town, is required to procure goods and supplies pursuant to Indiana Code § 5-22, *et seq.*; and

WHEREAS, the Council received a quote through Sourcewell, an intergovernmental agency organized under the laws of the State of Minnesota which negotiates and competitively bids contracts for the supply of vehicles and equipment available to governmental agencies throughout the United States and which is considered to be a cooperative purchasing organization pursuant to Indiana Code § 5-22-4-7, for certain equipment (as described herein); and

WHEREAS, purchasing through a cooperative purchasing organization such as Sourcewell presents a purchasing governmental body with a unique opportunity to obtain supplies or services at a substantial savings to the governmental body obviating the need for competitive bidding pursuant to Indiana Code § 5-22-10-5, and also because the market structure is based on price but the governmental body is able to receive a dollar percentage discount off the established price pursuant to Indiana Code § 5-22-10-12; and

WHEREAS, Sourcewell quoted the following equipment through its member, Vermeer Midwest in Fort Wayne, Indiana, under Sourcewell Contract Number 110421-VRM:

One (1) New 2023 LP573SDT Vermeer Vacuum Excavator (the “Equipment”) with Purchase Price of \$115,773.28 and payment due over sixty (60) months with zero dollars down (the “Quote”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, a purchasing agent engaging in special purchasing methods must maintain contract records for a minimum of five (5) years, containing certain information in accordance with Indiana Code § 5-22-10-3;

WHEREAS, the Council desires to make a written determination and record the necessary information to engage in a special purchasing method for the provision of the Equipment.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bristol, Indiana, as follows:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. The Council hereby determines that the acquisition of the Equipment under the terms set forth in the Quote constitutes a “special purchase” pursuant to Indiana Code §§ 5-22-10-5 and 5-22-10-12 in that the acceptance of the Quote presents a unique opportunity to obtain the Equipment at a substantial savings to the governmental body and at price the governmental body is able to receive due to a dollar percentage discount off the established price. Therefore, the Equipment may be purchased without soliciting bids or proposals pursuant to Indiana Code § 5-22-10-1.

Section 3. The Council hereby approves the special purchase of the Equipment in the amount of \$115,773.28.

Section 4. The Town Manager for the Town, and such other persons as the Town Manager may designate, be, and each of them hereby is, authorized and instructed to proceed with all matters and to execute all documents or instruments necessary or required to complete the special purchase of the Equipment as contemplated herein, and all actions of the Town Manager of the Town to date relating to Quote or the purchase of the Equipment shall be, and hereby are, ratified.

Section 5. This Resolution shall be in full force and effect upon its adoption by the Council.

* * * * *

RESOLVED THIS ____ DAY OF _____, 2023.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Andrew Medford

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

KD_14732168_1.docx

EXHIBIT A

Vermeer Midwest Quote

[Attached]



M54

Section 9, Item j.

FOR P205 Balance \$ 348,000

3310 W. Coliseum Blvd.
Fort Wayne, IN 46808
260-484-2494
www.vermeermidwest.com

5/15/2023

Quote #: Q-18448-2
PO#:

Bill To:
Bristol Utilities- Sewer Dept.
Tim McCandless
1300 West Vistula Street
Bristol, IN 46507
5748487007

Ship To:
Bristol Utilities- Sewer Dept.
Tim McCandless
1300 West Vistula Street
Bristol, IN 46507
5748487007

To Whom It May Concern:

I would like to submit this quote to you.

1 New 2023 LP573SDT Vermeer

\$115,773.28

- ~ 49 HP Yanmar Diesel Engine Tier 4 Final
- ~ 500 gallon debris tank
- ~ In-tank wash out system
- ~ 1000 CFM Vacuum Pump
- ~ 4000 psi @ 4gpm High Pressure Water System
- ~ Two (2) 125 Gallon Water Tanks
- ~ Water Recirculation Kit
- ~ Air Gap
- ~ Reverse Pressure to Off-Load Liquids and Dislodge Debris in Hose
- ~ 33' ft x4" Suction Hose with Suction Tools
- ~ SHT Package (2) 15ft Hoses with Under Water Tank Storage
- ~ Hydraulically Operated Full and Claw Locked Rear Door
- ~ Hydraulic 6-way Boom with Wireless Remote
- ~ Water Knife & Clean-up Wand
- ~ Empty Weight of Unit with Trailer 6,440 lb
- ~ Low Profile Torsion Axles (14,000 GVWR)
- ~ Hydraulic Jack
- ~ LED Directional Board
- ~ 1yr Parts Warranty / 1yr Labor Warranty
- ~ 2 Years Standard Yanmar Engine Warranty
- ~ Sourcewell Contract Number- 110421-VRM Public Utility

Untaxed Machine	\$115,773.28
Grand Total	\$115,773.28
-----	-----
Total Due	\$115,773.28
-----	-----

Initials: _____

Quote #:Q-18448

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 60 months based on \$0 down	\$2,357.60

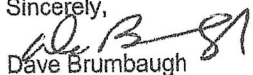
Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____

Date: _____

Thank you for your consideration.

Sincerely,



Dave Brumbaugh

dave.brumbaugh@vermeermidwest.com

Initials: _____

Quote #:Q-18448



Ordinance No. 7-6-2023-13

Additional Appropriation Ordinance

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the 2023 annual budget,

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purpose specified, subject to laws governing the same:

PASSED AND ADOPTED by the Town Council of the Town of Bristol, Indiana, on this 6th day of July, 2023.

Fund # & Name	Amt Req & Approved	Purpose
2500 MS-4	\$ 115,773.28	Purchase of new trailer vac-Vermeer

Grand total: \$ 115,773.28

BRISTOL TOWN COUNCIL TOWN OF BRISTOL, INDIANA

By _____
Jeff Beachy, President

By _____
Andrew Medford

By _____
Cathy Burke

By _____
Doug DeSmith

ATTEST:

By _____
Gregg Tuholski

Cathy Antonelli, Clerk-Treasurer



RESOLUTION NO. 7/6/2023-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE BRISTOL FIRE DEPARTMENT CORPORATION

WHEREAS, the Town of Bristol, Indiana (the “Town”) is a duly formed municipal corporation within the State of Indiana governed by its duly elected Town Council (the “Council”); and

WHEREAS, the Town is the fee simple owner of certain real property located within the boundaries of the Town and commonly known as 411 St. Joseph Street, Bristol, Indiana 46507 (Parcel No. 20-03-27-287-013.000-031) (the “Property”); and

WHEREAS, the Council has determined that the Property should be disposed of; and

WHEREAS, the Bristol Fire Department Corporation (the “Fire Department”) is a nonprofit corporation incorporated in the State of Indiana, exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code, and organized for the purpose of promoting and conducting educational and recreational activities and fire protection and paramedic/ambulance service in the Town and surrounding communities; and

WHEREAS, the Fire Department is the fee simple owner of two (2) lots of real property located along St. Joseph Street in the Town (Parcel Nos. 20-03-27-287-012.000-031 and 20-03-27-287-009.000-031), which are adjacent to the Property, and upon which the Fire Department intends to develop and construct a facility to be used by the Fire Department for training purposes (the “Training Facility”); and

WHEREAS, the Fire Department has requested that the Town transfer the Property to the Fire Department to provide for sufficient real estate for the Training Facility, and the Council agrees that such a transfer is reasonable and appropriate; and

WHEREAS, the Town has determined that the most economical and efficient means of disposing of said Property is by contribution of the same to the Fire Department pursuant to Indiana Code 36-1-11-1(b)(7); and

WHEREAS, the transfer of the Property by the Town to the Fire Department is exempt from the provisions of IC 36-1-11-1, *et seq.*;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bristol, Indiana, as follows:

- Section 1. The foregoing Recitals are fully incorporated herein by this reference.
- Section 2. The Council hereby approves and authorizes the transfer of the Property to the Fire Department for no consideration.

Section 3. Mike Yoder, the Town Manager, acting on behalf of the Town, is hereby authorized and directed, with the advice of counsel, to negotiate, enter into, execute, and deliver such documents relating to the disposition of the Property as he deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the disposition of the Property are hereby authorized.

Section 4. This Resolution shall be in full force and effect upon its adoption by the Council.

* * * * *

RESOLVED THIS ____ DAY OF _____, 2023.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Andrew Medford

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer