



TOWN COUNCIL REGULAR MEETING

Thursday, April 03, 2025 at 7:00 PM

Council Chamber Bristol Municipal Complex

AGENDA

This meeting is held in the Bristol Municipal Complex is open for in-person participation.

The meeting is live streamed on Town of Bristol YouTube channel.

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. APPROVAL OF INVOICES

REPORTS

6. TOWN MANAGER

a. Consideration of 2025 BFD contract for services

b. Ember Recreational Vehicles Inc. CF-1 PP

3 year abatement on RE and PP. RE abatement has expired, PP is still in place because of timing of PP investment.

Substantially in compliance - recommend approval.

c. Water Project SRF pay applications

#16 \$23,857 to JPR for engineering services

#17 \$259,920 to Phoenix Fabricators and Erectors LLC for work on water tower

#18 \$25,747 to JPR for engineering services

d. Raber Golf Course contract

e. Project updates

Nipsco gas project phasing

Mottville Road cost share

Development standards

RFP

Watershed study

Street Lights

7. CLERK-TREASURER

8. TOWN ATTORNEY

- [a.](#) Water /Sewer rate ordinance amendment

9. PRIVILEGE OF THE FLOOR (Public Comments to Council)

- a.** Please state your name and address | 3-minute guideline for comments

10. TOWN COUNCIL DISCUSSION ITEMS

- a.** Doug DeSmith
- b.** Dean Rentfrow
- c.** Cathy Burke
- d.** Gregg Tuholski
- e.** Jeff Beachy

NEXT MEETINGS:

April 15 : work session/ possible RDC meeting on Weed property purchase

April 17 : Council meeting

11. MOTION TO ADJOURN

	2024 Budget	2025 Budget Draft
Income		
4000 Income		
4010 Ambulance	\$ 125,000.00	\$ 157,000.00
4020 Contract	\$ 1,329,659.00	\$ 2,340,689.00
4030 Memorial		
4040 Other		
4050 LIT	\$ 123,805.00	
4060 Donations	\$ 2,500.00	
Total 4000 Income	\$ 1,580,964.00	\$ 2,497,689.00
4999 Refunds		
5000 Fund Raising		
Town of Bristol Cummulative Fund	\$ 40,000.00	
Washington TWP Cummulative Fund		
Services (Fire Billing)	\$ 5,000.00	\$ 5,000.00
Other Income	\$ 45,000.00	\$ 5,000.00
Gross Income	\$ 1,625,964.00	\$ 2,502,689.00
Expenses		
5300 Payroll Expenses		
5310 Wages	\$ 1,013,666.00	\$ 1,352,500.00
5660 Payroll Taxes	\$ 101,196.54	\$ 143,235.00
5670 401(k) - Employer	\$ 25,000.00	\$ 275,000.00
Total 5300 Payroll Expenses	\$ 1,139,862.54	\$ 1,770,735.00
5340 Contract Labor - Volunteer	110,740.00	239,000.00
5360 Clothing Allowance	\$ 13,000.00	\$ 15,000.00
5600 Depreciation		
5615 Fuel Expense	\$ 25,000.00	\$ 25,000.00
5620 Insurance		
5625 Accidental / Health	\$ 45,000.00	\$ 50,000.00
5630 Medical	\$ 70,000.00	\$ 80,000.00
5635 Workmans Comp	\$ 35,000.00	\$ 30,000.00
5637 Other	\$ 1,500.00	\$ 1,500.00
Total 5620 Insurance	\$ 151,500.00	\$ 161,500.00
5640 Miscellaneous	\$ 500.00	\$ 250.00
5650 Medical	\$ 1,000.00	\$ 1,000.00
5680 Education	\$ 500.00	\$ 250.00
5682 Fire	\$ 6,000.00	\$ 6,000.00
5684 EMS	\$ 10,000.00	\$ 10,000.00
Total 5680 Education	\$ 18,000.00	\$ 17,500.00
5700 Repairs & Maintenance	\$ 1,000.00	\$ 500.00
5690 Radio Maintenance	\$ 1,000.00	\$ 2,500.00
5702 Building	\$ 30,000.00	\$ 30,000.00
5704 Vehicles	\$ 40,000.00	\$ 40,000.00
5706 Other	\$ 2,500.00	\$ 500.00
Total 5700 Repairs & Maintenance	\$ 74,500.00	\$ 73,500.00
5720 Supplies	\$ 1,000.00	\$ 1,000.00
5722 EMS	\$ 35,000.00	\$ 35,000.00

5724 Fire	\$	25,000.00	\$	25,000.00
5726 Operating	\$	7,500.00	\$	5,000.00
Total 5720 Supplies	\$	68,500.00	\$	66,000.00
5760 Utilities	\$	30,000.00	\$	30,000.00
5800 Advertising/Promotional	\$	500.00	\$	500.00
5822 Donation	\$	250.00	\$	250.00
6000 Advertising	\$	250.00	\$	250.00
6020 Bank Fees	\$	500.00	\$	500.00
6100 Postage	\$	200.00	\$	200.00
6120 Professional Fees	\$	20,000.00	\$	20,000.00
6122 Accounting	\$	8,000.00	\$	18,000.00
6124 Legal	\$	4,000.00	\$	4,000.00
Total 6120 Professional Fees	\$	33,700.00	\$	43,700.00
6130 Property & Real Estate Taxes	\$	500.00	\$	500.00
6140 Telephone	\$	800.00	\$	800.00
6142 Cellular	\$	800.00	\$	800.00
Total 6140 Telephone	\$	1,600.00	\$	1,600.00
7040 Dues & Subscriptions	\$	500.00	\$	500.00
7070 License & Fees	\$	250.00	\$	250.00
7080 Office Supplies	\$	6,000.00	\$	6,000.00
7120 Outside Services	\$	20,000.00	\$	50,000.00
7122 Internet	\$	4,000.00	\$	4,000.00
Total 7120 Outside Services	\$	30,750.00	\$	60,750.00
Total Ordinary Expenses	\$	1,697,652.54	\$	2,504,785.00
Net Operating Income				
Other Income				
9000 Interest Income				
9910 Gain/Loss on Disposal of Assets				
9200 Reserve				
9210 Reserve Offset				
Total Other Income				
Other Expenses				
9100 Interest				
9100 New Fire Engine				
Reconciliation Discrepancies				
Budget Capital Expenditures				
Total Expenses				
Total Expense	\$	1,697,652.54	\$	2,504,785.00
Total Income	\$	1,625,964.00	\$	2,502,689.00
Net Income	\$	(71,688.54)	\$	(2,096.00)

SERVICE CONTRACTS	Bristol	Washington	York
2015	234,119.00	248,000.00	70,000.00
2016	250,000.00	262,100.00	70,000.00
2017	270,500.00	273,350.00	70,000.00
2018	278,000.00	315,719.00	70,000.00
2019	\$ 316,920.00	\$ 344,133.71	\$ 75,000.00
2020	386,643.00	420,000.00	88,000.00
2021	460,000.00	470,000.00	100,000.00
2022	519,800.00	600,000.00	92,400.00
2023	606,166.00	570,000.00	110,000.00
2024	654,659.00	570,000.00	105,000.00
2025	920,114.00	1,080,642.50	216,128.50

1,212,200.00
 1,286,166.00
 1,329,659.00
 2,216,885.00

Percent Increase

Dollar Increase 961,382.00 1,121,910.50 257,396.50

2,340,689.00

W/ PS LIT SPLIT
 3 WAYS

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Cummulative Fire & Ambulance Description	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund	Cummulative Fire Fund
SCBA's Town		\$115,000.00	\$176,325.00		\$169,000.00			\$276,392.00		\$17,000.00	\$270,207.00	\$880,000.00
Ambulance												
Fire Truck & Equipment	\$398,000.00											
Cot Project							\$28,431.04					
CPR Compression												
Ladder & Equipment					\$90,000.00			\$73,620.03				
Radios								\$35,000.00				
Radios												
Cardiac Monitors							\$36,730.00					

WASHINGTON TOWNSHIP
 TOWN OF BRISTOL
 YORK TOWNSHIP

Area Asstistant Fire Chief Pay	2023 Pay	
Bristol Fire	\$62,740.00	
Baugo Fire	\$68,523.07	
Cleveland Fire	\$89,414.78	
Concord Fire	\$97,081.48	
Elkhart Fire	\$127,434.14	
Goshen Fire	\$92,187.12	
Middlebury Fire	\$95,260.00	
Nappanee Fire	\$83,647.70	

Area Fire Chief Pay	2023 Pay	
Bristol	73,140.00	
Baugo	\$79,354.81	
Cleveland	\$90,167.89	
Concord Fire	\$103,115.65	
Elkhart Fire	\$101,766.00	
Goshen Fire	\$97,182.92	
Nappanee	\$93,551.34	

NOW HIRING MIDDLEBURY FIRE DEPARTMENT

APPLICATION PERIOD:
July 22nd - August 2nd
2024 (must belong to the
1977 police and fire pension
currently to apply)

- COMPENSATION**
- **\$59,434 base pay** (2025 increase to \$67,120)
 - **EMT bonus \$2,500**
 - **Paramedic bonus \$5,000**
 - **2023 Pension base pay \$64,434**
(2025 increase to \$72,120)
 - **Lateral Transfer at a 2:1 Rate**

How To Apply:

• Applications can be picked up at 117 N Main St
Middlebury, IN 46540

MINIMUM REQUIREMENTS

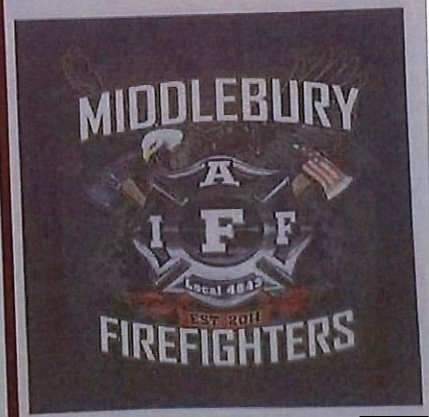
- Fire Fighter I & II and/or EMT Basic or Paramedic
- Valid Driver's License
- High School Diploma or GED

BENEFITS

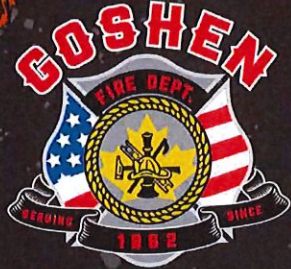
- Medical
- Vision
- Dental
- Pension (77 fund)
- PTO and Vacation days

SELECTION PROCESS

- Interviews on Aug. 5, 2024



EMPLOYMENT



NOW HIRING FIREFIGHTERS

GOSHEN FIRE

The City of Goshen is now accepting applications for our Firefighter Hiring Pool. Applications may be obtained online from www.goshenindiana.org or at 204 E. Jefferson Street Suite 3 from Human Resources.

REQUIREMENTS:

- Age 21 by Date of Hire in 2025
- High School Diploma or GED
- Ages 21 to 40 or Currently Member of 1977 Pension Fund
- High School Diploma or GED

Dates to Remember:

- Physical Agility Walk-Thru/Optional Test Date: 8/13/24 15:00
- Physical Agility Test 8/17/24 08:00

Physical Agility will be held at
The Chief Danny Slnk Regional Training Facility
2109 Caragana Ct Goshen, IN

- Written Exam 08/20/24 Online
- Oral Interviews 08/28/24 Times TBD

BENEFITS:

- Starting Pay \$62,780 Pension Base \$71,830
- \$7,500 Hiring Bonus for Valid Paramedic License
- Full Health, Dental, Vision, Disability Insurance
- Whole Family Health Insurance Premium \$404/mo
- Paid Personal Leave after 4 months
- 30 Days Paid Sick Leave Immediately
- Paid Training
- Paid Vacation after 1 Year of Service
- Tuition Reimbursement



Employment

NOW HIRING Paramedics



The Concord Township Fire Department is accepting applications for full-time paramedics

REQUIREMENTS:

- Licensed Paramedic in the State of Indiana
- Indiana FF I/II or must obtain within 1 year of hire
- High School Diploma or GED
- Between the ages of 21-39 or already a member of the 1977 Fund
- Valid Driver's License and acceptable driving record

- Starting Pay \$69,524
- Health, Dental, Vision Insurance
- 6 Days Paid Time Off Per Year
- Paid Training Opportunities
- 1977 Police/Fire Retirement Fund
- 6 Days Vacation After 1 Year
- Members of IAFF Local 5105



**Applications can be picked up at Station 1
23625 CR 18 Elkhart, IN 46516**

For Additional Information (574) 875-9644 or psumpter@concordtownshipfire.com



EMPLOYMENT

Come Join the
New Territory

WE ARE ACCEPTING

Applications For Certified Firefighters & Lateral Transfers



Requirements

- Valid Driver's License
- Indiana F.F. I & II
- Advanced EMT Preferred
- Member of the 1977 Pension



Benefits

- Starting F.F. Pay \$75,000
- Holiday Pay
- Member of 77 pension fund
- Competitive Health Insurance
- Vacation Time
- Medical, Dental, Vision
- Short Term Disability

Applications should be returned to :
25711 Grant Rd. South Bend, IN 46619

Questions contact:
steve@warrentownshipsjc.com

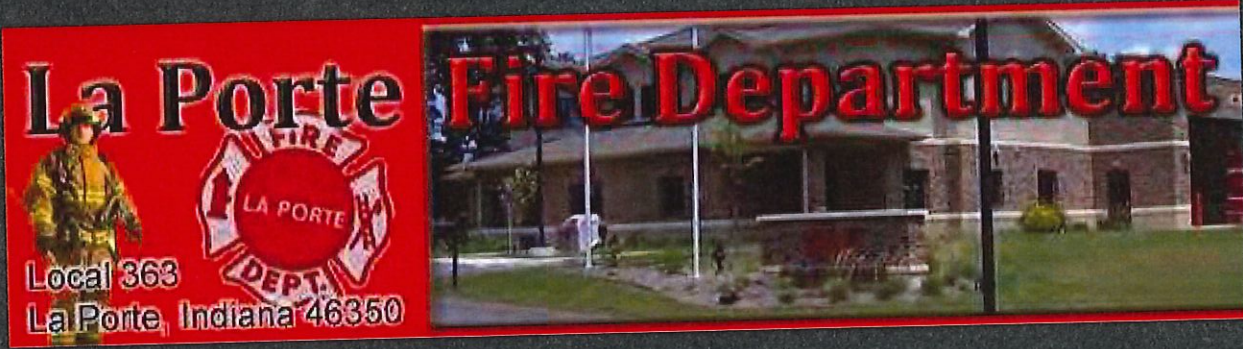
Applications are due August 30

Scan The QR
Code for Application



Click to return to page 1

Employment



Join Our Team at La Porte Fire Department!
Are you passionate about serving your community and making a real difference in people's lives? La Porte Fire Department is seeking dedicated individuals like you to join our team of heroes! As an integral part of our community, we are committed to providing top-notch emergency services and ensuring the safety and well-being of our residents.
Probationary Firefighter is \$57,250. After 1 year base pay is \$62,250- & a 3-year Firefighter is \$66,555. There is also longevity pay beginning at 3 years of service as well as certification pay incentives for EMR, EMT & Paramedic.
Please apply by clicking the button below.



AGREEMENT FOR SERVICES

THIS AGREEMENT made as of the day of _____, 202__, by and between the BRISTOL FIRE DEPARTMENT CORP., an Indiana not-for-profit corporation, (“the Fire Department”) and the TOWN OF BRISTOL, INDIANA, a municipality incorporated under the laws of the State of Indiana (the “Town”) (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the Fire Department is a “volunteer fire department” as defined in I.C. § 36-8-12-2, and is engaged in providing fire protection and ambulance services to municipalities; and

WHEREAS, the Town desires to engage the services of the Fire Department for fire protection and ambulance service.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged by each of the Parties with the intention to be legally bound, the Parties agree as follows:

1. AGREEMENT TO PROVIDE SERVICES. The Fire Department shall provide firefighting, fire prevention, ambulance and emergency medical services to the Town, including the use and operation of fire-fighting and ambulance apparatus and equipment as well as the service of the operators of the apparatus and equipment. It is understood that such service will be provided to the Town and all residents of the area within the geographical boundaries of the Town and the public and private property therein situated.

2. TERM OF AGREEMENT. This Agreement shall commence on the 1st day of January, 2025 and shall continue through the 31st day of December, 2025. The Town will give the Fire Department no less than 120 days-notice prior to the expiration of the Term if it intends to terminate the services of the Fire Department for the following year.

3. ANNUAL SERVICE FEE. The Town shall pay to the Fire Department, as consideration for said services (including automobile allowance, membership fees and insurance as required by statute), for the term specified in paragraph 2 above, an Annual Service Fee in the amount of Nine Hundred Twenty Thousand One Hundred Fourteen Dollars and no/100. (\$920,114.00), payable as follows:

The Annual Service Fee is paid biannually in arrears after the services are performed. One-half (½) of the Annual Service Fee shall be due and payable on or before June 30, 2025 for the first six (6) months of 2025 (the “Initial Payment”), and the remaining one-half (½) of the Annual Service Fee shall be due and payable on or before December 31, 2025 for the last six months of 2025 (the “Final Payment”).

4. SERVICE CHARGES; AMBULANCE SERVICE; FIRE OR SPILLS ON HIGHWAY.

a. The Fire Department may assess and collect fees for ambulance

service from recipients of such service in amounts established by the Board of Directors of the Fire Department from time to time. All monies received by the Fire Department for ambulance service shall be used for the operation and expenses of the Fire Department.

b. The Fire Department may impose false alarm service charges (I.C. § 36-8-12-17); or a charge on the owner of a vehicle that is involved in a hazardous material or fuel spill or chemical or hazardous material related fire in accordance with I.C. § 36-8-12-13.

In the event of such charge, the Fire Department shall bill the owner of the vehicle for the total dollar value of the assistance that was provided, with that value determined by the method established by the state fire marshal. A copy of the fire incident report to the state fire marshal must accompany the bill. This billing must take place within thirty (30) days after the assistance was provided. The owner shall remit payment directly to the Fire Department. Any money that is collected may be used only for the purchase of equipment, building, and property for firefighting, fire protection, and other emergency services. The Fire Department may maintain a civil action to recover an unpaid charge that is imposed under this section.

5. AUTOMOBILE ALLOWANCES. The Fire Department shall pay to each active and participating member of the Fire Department:

- a. an annual clothing allowance; and
- b. an annual automobile allowance for the use of the member's automobile in the line of duty, in such amounts as required by law.

6. MEMBERSHIP FEES. The Fire Department shall pay fees for membership in a regularly organized volunteer firefighters' association on behalf of each firefighter in the Fire Department.

7. INSURANCE. The Fire Department shall procure insurance and the Town shall pay the cost of such coverage as part of the consideration set forth in paragraph 3 above for the benefit of each firefighter or member of the emergency medical services personnel (EMT) in the Fire Department, as follows:

a. ACCIDENTAL INJURY OR SMOKE INHALATION. The policy of insurance must provide for payment to each firefighter and EMT of the Fire Department, for accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of the firefighter or EMT and for a cardiac disease event proximately caused within forty-eight (48) hours by or occurring in the course of the performance of the duties of the firefighter or EMT while in an emergency situation, as follows:

(1) for total disability that prevents the member from pursuing his or her usual vocation, a weekly indemnity of not less than Two Hundred Ninety Dollars (\$290.00), up to a maximum of two hundred sixty (260) weeks; provided, however, that the weekly indemnity cannot be less than the Indiana minimum wage computed on the basis of a 40 hour week.

(2) for medical expenses, coverage for all incurred expenses. In

no event shall the policy have medical expense limits of less than Seventy-five Thousand and no/100 Dollars (\$75,000.00).

b. DEATH AND DISABILITY BENEFITS; LIABILITY COVERAGE:

(1) Each policy of insurance must provide for the payment of a sum not less than One Hundred Fifty Thousand Dollars (\$150,000.00) to the beneficiary, beneficiaries, or estate of a firefighter or EMT if he or she dies from an injury or smoke inhalation occurring while in the performance of his or her duties as a firefighter or EMT or from a cardiac disease event proximately caused within forty-eight (48) hours by or occurring while in the performance of his or her duties as a firefighter or EMT while in an emergency situation.

(2) Each policy of insurance must provide for the payment of a sum not less than One Hundred Fifty Thousand Dollars (\$150,000.00) to the firefighter or EMT if he or she becomes totally and permanently disabled for a continuous period of not less than two hundred sixty (260) weeks as a result of an injury or smoke inhalation occurring in the performance of his or her duties as a firefighter or EMT.

(3) Each policy of insurance must also provide for indemnification to a member of the Fire Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of his or her duties. Partial and permanent disability or impairment shall be indemnified as a percentage factor of a whole person.

(4) In addition to other insurance provided the firefighters and EMTs herein, the Fire Department shall be covered by an insurance policy that provides a minimum of Three Hundred Thousand Dollars (\$300,000.00) of insurance coverage for the liability of all of its firefighters or EMTs for bodily injury or property damage caused by the firefighters or EMTs acting in the scope of their duties while on the scene of a fire or other emergency, or traveling to and from the scene of a fire or other emergency.

(5) The civil liability of a volunteer firefighter or EMT for:
A. an act that is within the scope of a volunteer firefighter's or EMT's duties; or

B. the failure to do an act within the scope of a volunteer firefighter's or EMT's duties; while performing emergency services at the scene of a fire or other emergency or while traveling in an emergency vehicle from the fire station to the scene of the fire or emergency or from the scene of a fire or emergency back to the fire station is limited to the coverage provided by the insurance policy purchased under this subsection. A volunteer firefighter or EMT is not liable for punitive damages for any act that is within the scope of a volunteer firefighter's or EMT's duties. If insurance as required under this Section is not in effect to provide liability coverage for a volunteer firefighter, the firefighter or EMT is not subject to civil liability for an act or a failure to act as described in this subsection.

c. WORKER'S COMPENSATION AND OCCUPATIONAL DISEASE COVERAGE. A volunteer firefighter or an EMT working in a volunteer capacity for the Fire Department shall be covered by the medical treatment and burial expense provisions of the Indiana Worker's Compensation Law (I.C. § 22-3-2 through I.C. § 22-3-6) and the Indiana Worker's Occupational Disease Law (I.C. § 22-3-7).

d. The combined aggregate liability of the Fire Department for an act or failure to act that is within the scope of its duties shall not exceed three hundred thousand (\$300,000) for injury to or death of one (1) person in anyone (1) occurrence and does not exceed five million dollars (\$5,000,000) for injury to or death of all persons in that occurrence. The Fire Department is not liable for punitive damages.

8. AUDIT REQUIREMENTS. The Fire Department agrees to comply with the annual audit requirements of the Indiana State Board of Accounts and to permit an audit on an annual basis of the Fire Department's financial records. The Fire Department further agrees to provide the Indiana State Board of Accounts and the Town with copies of any required audit contract or engagement letter and a copy of the annual audit reports in a form reasonably satisfactory to the Indiana State Board of Accounts.

9. PROFIT, LOSS & BUDGET INFORMATION. The Fire Department agrees to annually provide the Town with a profit and loss statement (P & L) prepared by the accounting firm then representing the Fire Department for the twelve-month period ending December 31 indicating in detail the amount and source of all income and expenses. Said P & L will be provided by May 15 of each year. By July 1 of each year, the Fire Department should provide the Town with the gross dollar amount of its proposed contract amount for the following calendar year. Finally, by December 1 of each year, where the Town and Fire Department have agreed verbally to contract with each other for the following calendar year, the Fire Department will submit next year's proposed budget on Budget Form No. 1, or its equivalent, generally accounting for funds to be paid by the Town for services in the next year.

10. NO LIABILITY. Notwithstanding any language in this Agreement to the contrary, the Fire Department shall not be liable to the Town for any alleged negligence in the performance of fire and emergency services for the Town or failure of equipment. In addition, the Town shall not be liable to the Fire Department for any expenses the Fire Department incurs from any claim or lawsuit alleging negligence arising from the Fire Department's performance under this Agreement.

11. INDEPENDENT CONTRACTOR. The relationship of the Town and the Fire Department is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party. The Fire Department's employees are not employees of the Town for any purpose, and neither the Fire Department nor any employees or agents of the Fire Department performing the services under this Agreement are entitled to any of the benefits that the Town may provide for the Town's employees. The Town will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on the Fire Department's behalf. The Fire Department

shall be solely responsible for and shall hold harmless the Town from all such taxes or contributions, including penalties and interest. Any persons employed or engaged by the Fire Department in connection with the performance of the services shall be the Fire Department's employees or contractors and the Fire Department shall be fully responsible for its employees. .

12. MISCELLANEOUS.

a. Choice of Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflict of laws principles.

b. Benefit/Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Neither party hereto has a right to assign or transfer this Agreement or its rights hereunder without the prior written consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

c. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

d. Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

e. Entire Agreement; Amendment. This Agreement supersedes all prior agreements or understandings, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement among the Parties with respect to its subject matter, and no Party shall be entitled to benefits other than those specified herein. This Agreement may not be amended except by a written agreement executed by the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

TOWN OF BRISTOL, INDIANA

BRISTOL FIRE DEPARTMENT CORP.

By: _____
Nicholas J.A. Kantz
Fire Chief

ATTEST:

By: _____
Cynthia S. Gillard
Secretary

This instrument was prepared by Cynthia S. Gillard of WARRICK & BOYN, LLP, 861 Parkway Ave., Elkhart, IN 46516.

Ember Recreational Vehicles, Inc.
(Operating Entity is Ember RV, Inc. F/K/A Element RV, Inc.)
710 Commerce Drive
Bristol, IN 46507

January 1, 2025 – CF-1/PP Attachment

The company went through a name change during 2021. Element RV, Inc. is now known as Ember Recreational Vehicles, Inc.

Section #3 - Employees and Salaries

On December 31, 2024, the taxpayer had a total number of employees of 55 with associated salaries of \$3,955,454. The company has hired 55 employees with salaries of \$3,955,454 since the start of the project. The company has also hired employees that live in Michigan and work for the company in Bristol. The company hired 16 employees from Michigan with salaries of \$1,027,972 which is not included the headcount and salaries reported on the CF-1/PP. The combined Indiana and Michigan resident employees working in Bristol are 71 with combined salaries of \$4,983,426.

Per the signed resolution, the taxpayer will hire no less than 30 full-time positions on or before December 31, 2022, with associated salaries of \$1,497,600 and a minimum hourly rate of \$13 per hour exclusive of benefits. The taxpayer has exceeded the total number of employees and hourly wages projected. The company paid an actual hourly rate of over \$20 per hour minimum to the 55 employees.

Section #4 – Cost and Values

The taxpayer has invested \$2,052,704 in assets related to the personal property investment. The taxable personal property related to that investment is \$1,489,937 as reported on the personal property tax return for the 1/1/2025 assessment date. The total abated cost as of 1/1/2025 is \$223,203. The estimated projected investment on the SB-1/PP was \$3,000,000 at the time of the application. The estimated projected investment on the real estate entity B-Three Development Company, LLC's SB-1/RE was \$5,000,000. The total combined real and personal property estimated value of proposed project was \$8,000,000. The break-out between real and personal property was a best estimate of the dollars between the two types of property at the time of the application. The combined value of investment during 2021, 2022 and 2023 for both real and personal property was \$8,196,560. Real property investment \$6,146,030 and personal of \$2,050,530. The company has exceeded the overall investment in the project.

The company is fully operational and continues to operate at full capacity and make investment in their employees despite the current downturn in the economy as it relates to the RV industry. The company continues to be a predictable and steady employer for their employees.

The project is proceeding as proposed to the Bristol Town Council.



**COMPLIANCE WITH STATEMENT OF BENEFITS
PERSONAL PROPERTY**

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential information pursuant to IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 Section 6, Item b.

2025 PAY 2026

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION		
Name of taxpayer EMBER RV, INC.	County Elkhart	
Address of Taxpayer (street and number, city, state and ZIP code) 710 COMMERCE DRIVE BRISTOL IN 46507	DLGF Taxing District Number 031	
Name of Contact Person Ashley Lehman	Telephone Number 574-294-7491	Email Address ashley@emberrrv.com

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body Town of Bristol	Resolution Number 7-15-21R	Estimated Start Date (month, day, year) 06/15/2021
Location of Property 1728 COMMERCE DRIVE BRISTOL IN 46507	Actual Start Date (month, day, year) 06/17/2021	
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. See attached	Estimated Completion Date (month, day, year) 12/31/2022	
Actual Completion Date (month, day, year) 12/31/2022		

SECTION 3 EMPLOYEES AND SALARIES			
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL	
Current Number of Employees			
Salaries			
Number of Employees Retained			
Salaries			
Number of Additional Employees	30		55
Salaries	1,497,600		3,955,454

SECTION 4 COST AND VALUES								
	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
AS ESTIMATED ON SB-1								
Values Before Project								
Plus: Values of Proposed Project	3,000,000	900,000						
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	3,000,000	900,000						
ACTUAL								
Values Before Project								
Plus: Values of Proposed Project	62,913	8,720			128,304	17,783	31,986	4,433
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	62,913	8,720			128,304	17,783	31,986	4,433

NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (c).

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative <i>Ashley Lehman</i>	Title CEO	Date Signed (month, day, year) 3.24.2025

Prepared by: RSM US LLP • 4100 EDISON LAKES PARKWAY, STE. 210, MISHAWAKA, IN 46545 • 574-234-4047

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: [IC 6-1.1-12.9]

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input checked="" type="checkbox"/>	The property owner IS in substantial compliance		
<input type="checkbox"/>	The property owner IS NOT in substantial compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By:		Designating Body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing
HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see instruction 5 above)	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By:		Designating Body	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			

SRF Disbursement Request Form

Section 6, Item c.

Participant Information							
Name:	Town of Bristol Water Utility	SRF Loan Number:	DW22282001				
UEI #:	NF35QSFKCC57	Cage Code:	870T8	Request Number:	16		
Mailing Address:	PO Box 122						
City:	Bristol	State:	IN	ZIP Code:	46507-9489		
Contact Person:	Mr. Mike Yoder		Contact Phone Number:	574-848-4853			
Authorized Representative:	Ms. Cathy Antonelli		Authorized Representative Phone Number:	574-848-7007			
If requesting reimbursement to the Participant by wire transfer please provide the following information:							
Bank Name:			Bank Routing Number:				
Account Name:			Account Number:				
Loan Information							
Description of work for which claim is being made (services, fees, type of work, etc.):	Engineering Fees						
Is any part of this claim funded by an alternate funding source?						<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local						\$	
Is any part of this claim funded by the Indiana Brownfields Program?						<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?						<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.						<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:						<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?						<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Loan Financial Information							
Original Loan Amount:			\$	15,709,000			
Total Amount of Previous Disbursements:			\$	2,590,877			
Balance Available After this Disbursement:			\$	13,094,266			
Amount to Contractor for this Request:			\$	23,857			
Is any part of this request a partial or final release of retainage to the contractor?						<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Contractor Name:	Jones Petrie Rafinski		DUNS #:				
Mailing address:	325 S Lafayette Blvd						
City:	South Bend	State:	IN	ZIP Code:	46601		
Wiring Information:							
Bank Name:	1 st Source Bank		Bank Routing Number:	071212128			
Account Name:	Jones Petrie Rafinski		Account Number:	10001519			
Retainage Amount for this Request:						\$	0
Participant requests that the retainage amount be held by SRF:						<input type="checkbox"/>	
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:						<input type="checkbox"/>	
Participant requests that the retainage amount be sent to the following bank:						<input type="checkbox"/>	
Bank Name:			Bank Routing Number:				
Account Name:			Account Number:				
Total Amount of this Request:						\$	23,857
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.							
Authorized Representative Signature:				Date:			
For Internal Use Only:							
Approved By:			Date:			GPR Amount:	\$
				Lead Amount:	\$		

Revised on July 1, 2021



South Bend & Fort Wayne / www.jpr1source.com
 Civil Engineering / Architecture / Landscape Architecture / Land Surveying
 Planning / GIS Consulting / Environmental / Utility Management

Town of Bristol
 303 E. Vistula St.
 Bristol, IN 46507

January 31, 2025
 Project No: 2023-00005
 Invoice No: 0050604
 Due Date: March 02, 2025

Invoice Total	23,856.87
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Project 2023-00005 Water System Improvements
Professional Services from January 01, 2025 to January 31, 2025

Phase 001 101 - Study & Report
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Study & Report	30,000.00	100.00	30,000.00	30,000.00	0.00
Preliminary Design	560,000.00	100.00	560,000.00	560,000.00	0.00
Final Design	300,000.00	100.00	300,000.00	300,000.00	0.00
Bidding	51,000.00	100.00	51,000.00	51,000.00	0.00
Construction Admin	324,000.00	32.2181	104,386.76	85,798.01	18,588.75
Post Construction Services	60,000.00	0.00	0.00	0.00	0.00
RPR (Inspection)	391,000.00	15.3517	60,025.00	55,605.00	4,420.00
Es'mt & Land Acquisition Assistance	135,000.00	32.4067	43,748.98	43,748.98	0.00
Total Fee	1,851,000.00		1,149,160.74	1,126,151.99	23,008.75
	Total Fee				23,008.75
			Total this Phase		23,008.75

Phase 009 109 - Direct Expenses

Reimbursable Expenses

Short Elliott Hendrickson, Inc.					
1/21/2025	Short Elliott Hendrickson, Inc.	Observ Services	848.12		
	Total Reimbursables		848.12		848.12
		Total this Phase			848.12
		Total this Invoice			23,856.87

Please remit all payments to **Jones Petrie Rafinski Corp. 325 S. Lafayette Blvd. South Bend, IN 46601**.
 If you have any questions or would like to pay via ACH or credit card please call 574-232-4388 or email us at accounting@jpr1source.com.

We appreciate the opportunity to be of service!

SERVICE CHARGE: A delinquency charge of 1.5% per month (which is an ANNUAL PERCENTAGE RATE of 18%) will be added to all amounts not paid 30 days after invoice date.

Project 2023-00005 Water System Improvements Invoice 0050604

Outstanding Invoices

Number	Date	Balance
0050355	11/30/2024	31,462.36
0050406	12/31/2024	18,919.75
Total		50,382.11

Please remit all payments to **Jones Petrie Rafinski Corp. 325 S. Lafayette Blvd. South Bend, IN 46601.**
If you have any questions or would like to pay via ACH or credit card please call 574-232-4388 or email us at accounting@jpr1source.com.

We appreciate the opportunity to be of service!

SERVICE CHARGE: A delinquency charge of 1.5% per month (which is an ANNUAL PERCENTAGE RATE of 18%) will be added to all amounts not paid 30 days after invoice date.

SRF Disbursement Request Form

Section 6, Item c.

Participant Information							
Name:	Town of Bristol Water Utility			SRF Loan Number:	DW22282001		
UEI #:	NF35QSFKCC57	Cage Code:	870T8	Request Number:	17		
Mailing Address:	PO Box 122						
City:	Bristol	State:	IN	ZIP Code:	46507-9489		
Contact Person:	Mr. Mike Yoder			Contact Phone Number:	574-848-4853		
Authorized Representative:	Ms. Cathy Antonelli			Authorized Representative Phone Number:	574-848-7007		
If requesting reimbursement to the Participant by wire transfer please provide the following information:							
Bank Name:				Bank Routing Number:			
Account Name:				Account Number:			
Loan Information							
Description of work for which claim is being made (services, fees, type of work, etc.):	Construction Activities Pay Application 2						
Is any part of this claim funded by an alternate funding source?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local							\$
Is any part of this claim funded by the Indiana Brownfields Program?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information							
Original Loan Amount:							\$ 15,709,000
Total Amount of Previous Disbursements:							\$ 2,614,734
Balance Available After this Disbursement:							\$ 12,834,346
Amount to Contractor for this Request:							\$ 259,920
Is any part of this request a partial or final release of retainage to the contractor?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Phoenix Fabricators and Erectors, LLC	DUNS #:					
Mailing address:	182 S County Road 900 East						
City:	Avon	State:	IN	ZIP Code:	46123		
Wiring Information:							
Bank Name:	Enterprise Bank & Trust			Bank Routing Number:	081006162		
Account Name:	Phoenix Fabricators and Erectors, LLC			Account Number:	1937516		
Retainage Amount for this Request:							\$ 13,680
Participant requests that the retainage amount be held by SRF:							<input checked="" type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:							<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:							<input type="checkbox"/>
Bank Name:				Bank Routing Number:			
Account Name:				Account Number:			
Total Amount of this Request:							\$ 259,920
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act/ US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.							
Authorized Representative Signature:					Date:		
For Internal Use Only:							
Approved By:			Date:			GPR Amount:	\$
					Lead Amount:	\$	

Revised on July 1, 2021

Contractor's Application for Payment

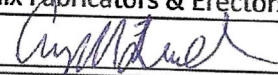
Owner: <u>Town of Bristol</u>	Owner's Project No.: <u>n/a</u>
Engineer: <u>Jones Petrie Rafinski, Corp.</u>	Engineer's Project No.: <u>2023-0005</u>
Contractor: <u>Phoenix Fabricators & Erectors, LLC</u>	Contractor's Project No.: <u>4030</u>
Project: <u>Water System Improvements Project</u>	
Contract: <u>Contract B - Water Tower Construction</u>	

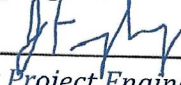
Application No.: THREE **Application Date:** 2/28/2025
Application Period: From 2/1/2025 to 2/28/2025

1. Original Contract Price	\$ 5,750,000.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 5,750,000.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 531,850.00
5. Retainage	
a. <u>5%</u> X \$ <u>531,850.00</u> Work Completed	\$ 26,592.50
b. <u>5%</u> X \$ <u>-</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 26,592.50
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 505,257.50
7. Less previous payments (Line 6 from prior application)	\$ 245,337.50
8. Amount due this application	\$ 259,920.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c)	\$ 5,244,742.50

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Phoenix Fabricators & Erectors, LLC
Signature:  **Date:** 2/28/2025

Recommended by Engineer		Approved by Owner	
By: <u></u>		By: _____	
Title: <u>Senior Project Engineer</u>		Title: _____	
Date: <u>03-06-2025</u>		Date: _____	
Approved by Funding Agency			
By: _____		By: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	

Total number of weather days for project: 0

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Bristol
 Engineer: Jones Petrie Rafinski, Corp.
 Contractor: Phoenix Fabricators & Erectors, LLC
 Project: Water System Improvements Project
 Contract: Contract B - Water Tower Construction

Owner's Project No.: n/a
 Engineer's Project No.: 2023-0005
 Contractor's Project No.: 4030

Application No.: THREE		Application Period: From 02/01/25 to 02/28/25		Application Date: 02/28/25					
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
1	PROPOSED WATER TOWER CONSTRUCTION								
1.1	ENGINEERING								
1.2	PILES / DEEP FOUNDATION	345,000.00	86,250.00	258,750.00		345,000.00	100%	-	
1.3	FOUNDATION	335,000.00	-	3,350.00		3,350.00	1%	331,650.00	
1.4	YARD PIPING	908,000.00	-	-		-	0%	908,000.00	
1.5	TANK SHAFT	200,000.00	-	-		-	0%	200,000.00	
1.6	TANK MATERIAL / SHOP FABRICATION	1,026,000.00	-	-		-	0%	1,026,000.00	
1.7	TANK DELIVERY	582,000.00	-	-		-	0%	582,000.00	
1.8	TANK ERECTION	38,000.00	-	-		-	0%	38,000.00	
1.9	TANK PAINTING	456,000.00	-	-		-	0%	456,000.00	
2	EXISTING WATER TOWER DEMOLITION	298,000.00	-	-		-	0%	298,000.00	
3	DEWATERING	120,000.00	-	-		-	0%	120,000.00	
4	WATER TOWER INTERIOR IMPROVEMENTS	65,000.00	-	-		-	0%	65,000.00	
4.1	TANK MIXING SYSTEM	504,500.00	-	-		-	0%	504,500.00	
4.2	ELECTRICAL / CONTROLS	12,500.00	-	-		-	0%	12,500.00	
4.3	DISINFECTION / TESTING / STARTUP	231,000.00	-	-		-	0%	231,000.00	
5	EXISTING TOWER SITE RESTORATION	2,000.00	-	-		-	0%	2,000.00	
6	FREEDOM POWDER SITE IMPROVEMENTS	45,000.00	-	-		-	0%	45,000.00	
7	FREEDOM POWDER SITE RESTORATION	220,000.00	-	-		-	0%	220,000.00	
8	MOBILIZATION / DEMOBILIZATION	75,000.00	-	-		-	0%	75,000.00	
8.1	BONDS / INSURANCE	115,000.00	-	11,500.00		11,500.00	10%	103,500.00	
	Original Contract Totals	\$ 5,750,000.00	\$ 258,250.00	\$ 273,600.00	\$ -	\$ 531,850.00	9%	\$ 5,218,150.00	
Change Orders									
							0%		
							0%		
	Change Order Totals	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	
Original Contract and Change Orders									
	Project Totals	\$ 5,750,000.00	\$ 258,250.00	\$ 273,600.00	\$ -	\$ 531,850.00	9%	\$ 5,218,150.00	
Total number of weather days for project: 0									

SRF Disbursement Request Form

Section 6, Item c.

Participant Information							
Name:	Town of Bristol Water Utility			SRF Loan Number:	DW22282001		
UEI #:	NF35QSFKCC57	Cage Code:	870T8	Request Number:	18		
Mailing Address:	PO Box 122						
City:	Bristol	State:	IN	ZIP Code:	46507-9489		
Contact Person:	Mr. Mike Yoder			Contact Phone Number:	574-848-4853		
Authorized Representative:	Ms. Cathy Antonelli			Authorized Representative Phone Number:	574-848-7007		
If requesting reimbursement to the Participant by wire transfer please provide the following information:							
Bank Name:				Bank Routing Number:			
Account Name:				Account Number:			
Loan Information							
Description of work for which claim is being made (services, fees, type of work, etc.):	Engineering Fees						
Is any part of this claim funded by an alternate funding source?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local							\$
Is any part of this claim funded by the Indiana Brownfields Program?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information							
Original Loan Amount:				\$	15,709,000		
Total Amount of Previous Disbursements:				\$	2,874,654		
Balance Available After this Disbursement:				\$	12,808,599		
Amount to Contractor for this Request:				\$	25,747		
Is any part of this request a partial or final release of retainage to the contractor?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Jones Petrie Rafinski			DUNS #:			
Mailing address:	325 S Lafayette Blvd						
City:	South Bend	State:	IN	ZIP Code:	46601		
Wiring Information:							
Bank Name:	1 st Source Bank			Bank Routing Number:	071212128		
Account Name:	Jones Petrie Rafinski			Account Number:	10001519		
Retainage Amount for this Request:							\$ 0
Participant requests that the retainage amount be held by SRF:							<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:							<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:							<input type="checkbox"/>
Bank Name:				Bank Routing Number:			
Account Name:				Account Number:			
Total Amount of this Request:							\$ 25,747
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act/ US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.							
Authorized Representative Signature:				Date:			
For Internal Use Only:							
Approved By:			Date:			GPR Amount:	\$
						Lead Amount:	\$

Revised on July 1, 2021



South Bend & Fort Wayne / www.jpr1source.com

Civil Engineering / Architecture / Landscape Architecture / Land Surveying
 Planning / GIS Consulting / Environmental / Utility Management

Town of Bristol
 303 E. Vistula St.
 Bristol, IN 46507

February 28, 2025
 Project No: 2023-00005
 Invoice No: 0050752
 Due Date: March 30, 2025

Invoice Total	25,747.04
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Project 2023-00005 Water System Improvements
Professional Services from February 01, 2025 to February 28, 2025

Phase 001 101 - Study & Report
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Study & Report	30,000.00	100.00	30,000.00	30,000.00	0.00
Preliminary Design	560,000.00	100.00	560,000.00	560,000.00	0.00
Final Design	300,000.00	100.00	300,000.00	300,000.00	0.00
Bidding	51,000.00	100.00	51,000.00	51,000.00	0.00
Construction Admin	324,000.00	36.9749	119,798.80	104,386.76	15,412.04
Post Construction Services	60,000.00	0.00	0.00	0.00	0.00
RPR (Inspection)	391,000.00	17.9949	70,360.00	60,025.00	10,335.00
Es'mt & Land Acquisition Assistance	135,000.00	32.4067	43,748.98	43,748.98	0.00
Total Fee	1,851,000.00		1,174,907.78	1,149,160.74	25,747.04
	Total Fee				25,747.04
			Total this Phase		25,747.04
			Total this Invoice		25,747.04

Outstanding Invoices

Number	Date	Balance
0050604	1/31/2025	23,856.87
Total		23,856.87

Please remit all payments to **Jones Petrie Rafinski Corp. 325 S. Lafayette Blvd. South Bend, IN 46601.**
 If you have any questions or would like to pay via ACH or credit card please call 574-232-4388 or email us at accounting@jpr1source.com.

We appreciate the opportunity to be of service!

SERVICE CHARGE: A delinquency charge of 1.5% per month (which is an ANNUAL PERCENTAGE RATE of 18%) will be added to all amounts not paid 30 days after invoice date.

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO this day of 2025
between the TOWN OF BRISTOL, Elkhart County, Indiana (hereinafter referred to as "Bristol") and
RABER GOLF COURSE MANAGEMENT CORP., of Elkhart County, Indiana, (hereinafter
referred to as "Operator"), with its principal place of business located in Elkhart County, Indiana.

W I T N E S S E T H :

WHEREAS, Bristol is the owner of certain real estate located in Elkhart County, Indiana, the
legal description of which is attached hereto and made a part hereof, marked Exhibit "A", which real
estate is presently utilized as a golf course; and,

WHEREAS, Operator is interested in managing, operating and providing services of a golf
professional on said course for the Town of Bristol; and,

WHEREAS, the Town of Bristol is interested in contracting with Operator to perform said
services; and,

WHEREAS, Operator is professionally qualified and is ready, willing and able to furnish the
services designated above and is an Indiana corporation in good standing with the Indiana Secretary
of State and agrees to perform such services as set forth in this Agreement in a highly professional
manner and under the laws of the State of Indiana and ordinances of the Town of Bristol; and,

WHEREAS, Bristol is authorized to enter into this Agreement by lawful act of the Bristol
Town Board, pursuant to Resolution No. 10-21-21, adopted the 21st day of October, 2021.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties
do mutually covenant and agree as follows:

1. (a) Term. The term of this Agreement shall be for a period of four (4) years
commencing on January 1, 2026 and terminating December 31, 2029 subject to prior termination as

hereinafter provided.

(b) Option to Renew. Subject to Bristol's unilateral right to change the annual fee provision of Paragraph 4-b herein, or to determine it no longer desires to operate a golf course, and provided there are no defaults during the initial term of this Agreement, Operator will have an option to renew this Agreement for an additional four (4) years. Operator will give notice of its desire to renew no later than one-hundred eighty (180) days prior to the expiration of the term. Bristol, if it desires to continue to operate a golf course, will respond within sixty (60) days indicating the new annual fee formula for the renewal term. Operator must thereafter within ten (10) days notify Bristol in writing that it will or will not renew the Agreement. If Bristol determines it no longer wishes to operate a golf course, it will inform Operator.

2. Duties of Operator. Bristol hereby agrees to employ and contract for the services of Operator as a golf professional and golf course manager to perform the following duties and functions:

(a) Operate at Operator's own cost, risk, and expense the golf course located at 19396 State Road 120, Bristol, Indiana and to maintain the golf course and facilities in a condition as good as or better than the condition said golf course and facilities was in as of January 1, 2026 including but not limited to, providing all equipment necessary for the maintenance of said golf course;

(b) To manage and direct the golf course and premises thereon and to solicit, accept and receive the payment for use thereof, including but not limited to, the collection and receipt of all membership dues, assessments, or other income;

(c) To devote full time and best efforts to its employment as a golf course

manager and to have responsible employees in attendance at the golf course during reasonable business hours, subject to reasonable vacation periods;

(d) To employ competent employees and repairmen to operate and maintain the facilities located at the golf course and the golf course itself, to ensure that the course and its facilities will remain in as good as or better condition than it is in or was in as of January 1, 2026;

(e) To keep full records and accounts in respect to the operation of the golf course, including operation of any rental or golf pro shop, which records and accounts shall at all times be available for the inspection of the Bristol Town Board, Treasurer, or State Board of Accounts, for their general information and future guidance in making contracts.

(f) To order, direct, and superintend all repairs and decorations and to make disbursements for the same at the sole expense of Operator and to make all purchases and to do and perform all acts and things incident to management of the golf course, and to make all disbursements in connection therewith solely at the expense of Operator.

(g) To insure the property, employees and invitees in the manner provided in paragraph numbered 12 herein.

3. Quiet Enjoyment, Excluding Water Well Access.

(a) Subject only to the terms of this Agreement, so long as Operator complies with its obligations, Bristol shall secure to Operator the quiet and peaceful enjoyment of the premises and the sole and exclusive possession of the premises without objection or interference from Bristol or any party claiming under Bristol.

(b) Notwithstanding the terms of paragraph 3(a), Bristol reserves and retains the right to water rights upon the property owned by Bristol and to place on the property

described on Exhibit "A" a water well and connecting piping and pumping equipment to provide a water well for the Town of Bristol. In locating and installing the well and necessary related equipment and plumbing, and/or any test wells, together with any security measures (i.e. fencing) to protect it after installation and to provide access to and from it, and/or to conduct any water sampling or testing, Bristol will use reasonable means to avoid interference with Operator's business. Bristol will attempt to coordinate its well and related equipment location, water testing, and installation efforts, and the timing thereof, with Operator to cause as little interference with Operator's business as possible. Once installed, Operator will take all reasonable steps to operate his business in a manner that will not damage or interfere with Bristol's well infrastructure, water supply, well testing, maintenance and operation.

4. Compensation.

(a) As compensation for the services provided herein by Operator, Operator shall be entitled to collect and receive all proceeds from use and operation of the golf course, cart rental, membership dues (if any), and pro shop sales, save and except for the sums provided for herein to be paid to Bristol.

(b) In consideration of Bristol's executing this Agreement and granting the rights provided in this Agreement, Operator will pay to Bristol at the address listed for Bristol on page fifteen of this Agreement an annual fee in the amount of \$40,000.00 paid \$10,000.00 quarterly March 31, June 30, September 30, and December 31 each year.

5. Ownership of Documents. Records will be maintained in accordance with generally accepted accounting practices and any state of Indiana requirement and shall remain the property of

the Town of Bristol. Records will be made available with reasonable notice upon request in accordance with state law

6. Joint Operation of Nine-Hole Course. It is understood and agreed by the parties hereto that Jeff Carmien also owns and operates a nine-hole golf course adjacent to the property described on Exhibit "A" attached hereto, made a part hereof, owned by Bristol. Bristol and Operator specifically agree that Operator may, to the extent it reaches an agreement with Jeff Carmien to do so, manage said nine-hole course in conjunction with the eighteen-hole course owned by Bristol and may utilize said eighteen-hole course in conjunction with said nine-hole course to the extent it is mutually beneficial to Operator and Bristol to have said two courses operated in conjunction with each other. However, said nine-hole golf course may not be used in conjunction with the eighteen-hole course owned by Bristol to the extent that said use damages or impairs the value of the golf course owned by Bristol. If Bristol reaches an agreement directly with Jeff Carmien for the use or lease of said nine-hole golf course, it agrees to make said course available to Operator on the same terms and conditions as the eighteen-hole golf course, but in that event, any fee or rent owed to Jeff Carmien shall become an expense of Operator.

7. Taxes.

(a) This Agreement may create a possessory interest in Operator such that the property (real and/or personal) used in operating the golf course or the owner of said property will be subject to real and/or personal property taxation. Should this occur, Operator agrees to pay such property taxes prior to delinquency. Operator will have the right to contest the validity or amount of property taxes by means of appropriate proceedings diligently pursued at Operator's sole expense.

Operator agrees that, upon final determination of liability, it will promptly pay the amount of taxes found owing, along with any interest, penalties or cost that may result from Operator's contest. Bristol will cooperate with Operator in any such contest of the validity or amount of property taxes, provided that Bristol is not required to incur any cost or expense as a result of such cooperation.

(b) Other Taxes. Operator will pay all taxes (including but not limited to all sales or income tax), license fees or other governmental charges assessed or imposed on the personal property and/or income of Operator located on the premises or upon the business operations of Operator conducted on the premises.

8. Utilities. Operator will pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, telephone, and water used on the premises. Any utility service for any water well operated by Bristol shall be billed to and paid for by Bristol.

9. Capital Improvements. During the term of this Agreement, Bristol will finance and construct any capital improvements which it determines to be necessary. Bristol shall have, however, no obligation to replace, repair, or construct any improvements. Ten percent (10%) of the payments Bristol receives pursuant to paragraph 4 will be set aside in a separate fund to be used by Bristol at its discretion for capital improvements at the golf course. During the construction of any capital improvements, Operator may find it necessary at times to close portions of the course, but Operator agrees that it will to the extent possible keep at least nine (9) holes open for play at all times. Operator may make alterations or additions to the premises other than those made by Bristol, but any such alterations or additions shall be made at Operator's sole expense and shall become the property of Bristol upon termination of this Agreement, unless otherwise agreed by Bristol in writing. Unless made on an emergency basis to prevent injury to person or property, Operator will

submit plans for any alteration or addition with a value of more than Ten Thousand Dollars (\$10,000.00) to Bristol for Bristol's prior approval, such approval not to be unreasonably withheld. Operator shall not have the right to create or permit the creation of any lien attaching to Bristol's interest in the premises as a result of any construction of capital improvements.

10. Maintenance and Repair. Operator acknowledges it is acquiring the premises and personal property in their current "as is" condition.

11. Termination. This Agreement may be terminated by either party by seven days' written notice and upon mutual agreement. As to Bristol, the right of termination is in addition to the unilateral right stated in paragraph 2(b). In the event Operator fails to perform in accordance with the terms hereof, Bristol may seek termination of this Agreement through court action without waiver of any other rights or action it may have against Operator. If the Agreement is terminated, Operator shall be paid for the extent of services performed prior to termination, as evidenced by Operator's accounting records. A default by Operator shall be a failure to perform the duties described in paragraphs numbered 2, 4, 5 through 10 above; 12 through 25 that follow, and in addition thereto, a default shall occur if:

- (a) Operator shall make an assignment for the benefit of its creditors;
- (b) Operator shall suffer the appointment of a receiver, for Operator's business, and for assets; or,
- (c) Operator shall become involved in any proceeding under the Federal Bankruptcy Act, whether voluntary or involuntary, and in the opinion of owner, such involvement adversely affects the ability of Operator to perform the provisions of this Agreement.

12. Insurance. Operator agrees to furnish satisfactory proof to Bristol of Operator's

purchase and continuing coverage of the following kinds and amounts of insurance:

(a) A policy with an approved insurance carrier covering statutory obligations of Operator under the current provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Disease Act;

(b) A comprehensive general public liability insurance policy insuring Operator and Bristol against all damage due to Operator's use or misuse of the premises and any personal property or equipment on the premises, whether arising out of any act or omission of Operator, Operator's employees, agents, or invitees. Limits of such public liability insurance shall be Five Million (\$5,000,000.00) Dollars for bodily injury and Five Hundred Thousand (\$500,000.00) Dollars for property damage. Operator shall furnish a certificate evidencing coverage with Bristol named as an additional insured and with such insurance company as meets with the approval of Bristol and the same shall be delivered on or before the beginning of the term of this Agreement. It is the intention of the parties that the furnishing of such certificate operates as a condition precedent to the enforceability of the provisions in this Agreement. In addition, if Bristol determines that it is necessary for said insurance policy to be owned by Bristol, with coverage thereon to be provided to Operator as the manager of a golf course owned by Bristol, then in that event, Operator shall pay the additional cost charged to Bristol for said liability insurance and Operator shall not be required to maintain its own separate policy;

(c) Operator shall pay for and maintain a general fire and casualty insurance policy for all improvements located on the premises, naming Operator and Bristol as their interests may appear, on said premises. It is the understanding of the parties hereto that in the event of any damage or loss to buildings or improvements on the premises, that Bristol shall make the

determination as to whether or not to rebuild or restore any of said premises or improvements (buildings) and shall receive any proceeds from insurance companies in the event it chooses not to restore or rebuild said improvements. If major improvements are destroyed or damaged to the point of needing replacement, and Bristol chooses not to replace said buildings or improvements, then either party may terminate this Agreement without penalty and with proration of revenue until date of termination.

(d) The policies of insurance referred to in this Agreement shall not be subject to cancellation or change in coverage except upon at least ten (10) days written notice to Bristol.

13. Non-Discrimination and Equal Opportunity. Operator certifies that Operator complies with the laws of the State of Indiana and the United States, prohibiting discrimination in employment on the basis of race, sex, color, religion, natural origin or national ancestry, and that Operator will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to employees' or applicants' hire, tenure, terms, conditions or privileges of employment because of race, sex, color, religion, natural origin or national ancestry. Breach of this section of this Agreement may be regarded as a material breach of this Agreement and shall constitute a default herein.

14. Indemnification.

(a) Operator shall be responsible for all damage to life and property due to the negligence of Operator, Operator's agents or employees in connection with Operator's services and shall be responsible for all parts of Operator's work until the services under this Agreement are fully performed and the term of this Agreement has terminated. It is expressly understood that Operator

shall indemnify and save harmless Bristol from claims, suits, actions, damages and costs of every nature and description arising out of or resulting from any negligence of Operator, its agents, employees or invitees under this Agreement, including reasonable attorneys' fees. Such indemnity shall be limited by any remuneration from any insurance coverage provided which actually makes payment to Bristol.

(b) Operator's Obligations. Operator assumes sole responsibility for maintenance and repair of all buildings and other improvements on the premises and all personal property acquired under this Agreement and will maintain the premises in good order and in sanitary and safe condition at Operator's sole expense.

15. Bristol's Cooperation. Bristol recognizes and acknowledges that Operator will need the assistance and cooperation of Bristol in order to properly perform and fulfill Operator's covenants and obligations under this Agreement. Therefore, Bristol agrees it will secure for Operator with Operator's assistance as needed, all permits or licenses that are within the jurisdiction and authority of Bristol or within the jurisdiction and authority of Operator's various departments, agencies, officers, boards or councils, and that are required in order for Operator to fulfill its obligations under this Agreement. Bristol further agrees it will designate a specific individual whose responsibility it is to work with Operator in assuring that Operator obtains the full cooperation and assistance of Bristol, subject to the terms of this Agreement and all applicable laws.

16. Conflict of Interest. Operator agrees to have no direct or indirect interest in any other contract in connection with Bristol unless such interest is approved by Bristol in writing. Operator and Bristol agree that no such contract exists as of the execution of this Agreement.

17. Eminent Domain. If at any time during the term of this Agreement, title to all or

substantially all of the premises shall be taken by condemnation or by right of eminent domain, this Agreement shall terminate on the date of such taking and all rental payments already made shall be apportioned as of the date of the taking. For purposes of this section, substantially all of the premises shall be deemed to have been taken if that portion of the premises not taken cannot be economically utilized by Operator for those purposes permitted under Paragraph 2 of this Agreement.

In the event that title to less than all or substantially all of the premises is taken by condemnation or by right of eminent domain, this Agreement shall not terminate, but the minimum fee due during the remainder of the Agreement term shall be reduced as of the date of such partial taking in a proportion equal to the reduction in the square footage of the premises.

If there is a taking by right of eminent domain, the award shall belong to and be paid to Bristol, except that Operator shall receive from the award the following: a sum attributable to the value of Operator's estate, including improvements.

Parties agree the installation of the water well, piping, pumps, and related equipment and security measures shall not be rendered a taking by eminent domain or otherwise.

18. Assignment. Except as otherwise provided below, Operator shall not assign this Agreement or sublet all of the premises without the prior written consent of Bristol. Operator shall notify Bristol of any proposed assignment or subletting at least thirty (30) days prior to the proposed effective date of such assignment or subletting. In the event that any such assignment or subletting is approved by Bristol, the assignee or sublessee shall agree in writing to be bound by all of the covenants of this Agreement required of Operator.

19. Successors in Interest. Consent to assignment or subletting or otherwise disposing of any portion of this Agreement shall not be construed to relieve Operator of any responsibility for the fulfillment of any Agreement. Although Bristol recognizes it is contracting with Operator as a corporate entity, it does so with the understanding that the individual in charge of that entity and responsible for seeing to it that Operator performs its duties under this Contract is Jeff Carmien. At such time that Jeff Carmien is no longer able or no longer wishes to be involved in the day-to-day operations of Operator, or no longer has ownership or at least controlling ownership of Operator, Bristol has an absolute right, without further liability to Operator, upon thirty (30) days' notice, to terminate this Agreement.

20. Applicable Law. Unless otherwise specified in this Agreement, this Agreement shall be governed by the laws of the State of Indiana and by the ordinances of the Town of Bristol as the same shall be in full force and effect on the date this Agreement is executed.

21. Extent of Agreement. This Agreement represents the entire integrated Agreement between Bristol and Operator and supersedes all prior negotiations, representations, agreements and/or contracts, either written or oral. This Agreement shall be amended only by written instrument signed by both Bristol and by Operator, and attached hereto as an addendum.

22. Limitation. Parties acknowledge this Agreement proposes to bind Bristol beyond the term of office of the present Town Board. Bristol may if necessary, therefore, by its duly elected representatives, be asked from time to time to ratify this Agreement and/or adopt appropriate ordinances ratifying it. In the event said Agreement cannot be or is not, if necessary, ratified by Bristol, then in said event, the Agreement shall terminate without further obligation of either party to the other.

23. Effective Date. This Agreement shall become effective from the date of the execution by Operator and Bristol.

24. Notices and Addresses. All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; (c) by prepaid telegram; or (d) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request, reply or payment, the address of Bristol shall be:

Town of Bristol
P. O. Box 122
Bristol, Indiana 46507

The address of Operator shall be:

Jeff Carmien
309 Birdie Boulevard
Bristol, Indiana 46507

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this section.

25. Captions. Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the parties to this Agreement hereunto set their hands on this date above first written.

"BRISTOL"
THE TOWN OF BRISTOL

"OPERATOR"

By: _____
Jeff Beachy

By: _____
Jeff Carmien

By: _____
Cathy Burke

By: _____
Gregg Tuholski

By: _____
Dean Rentfrow

By: _____
Doug DeSmith

ATTEST:

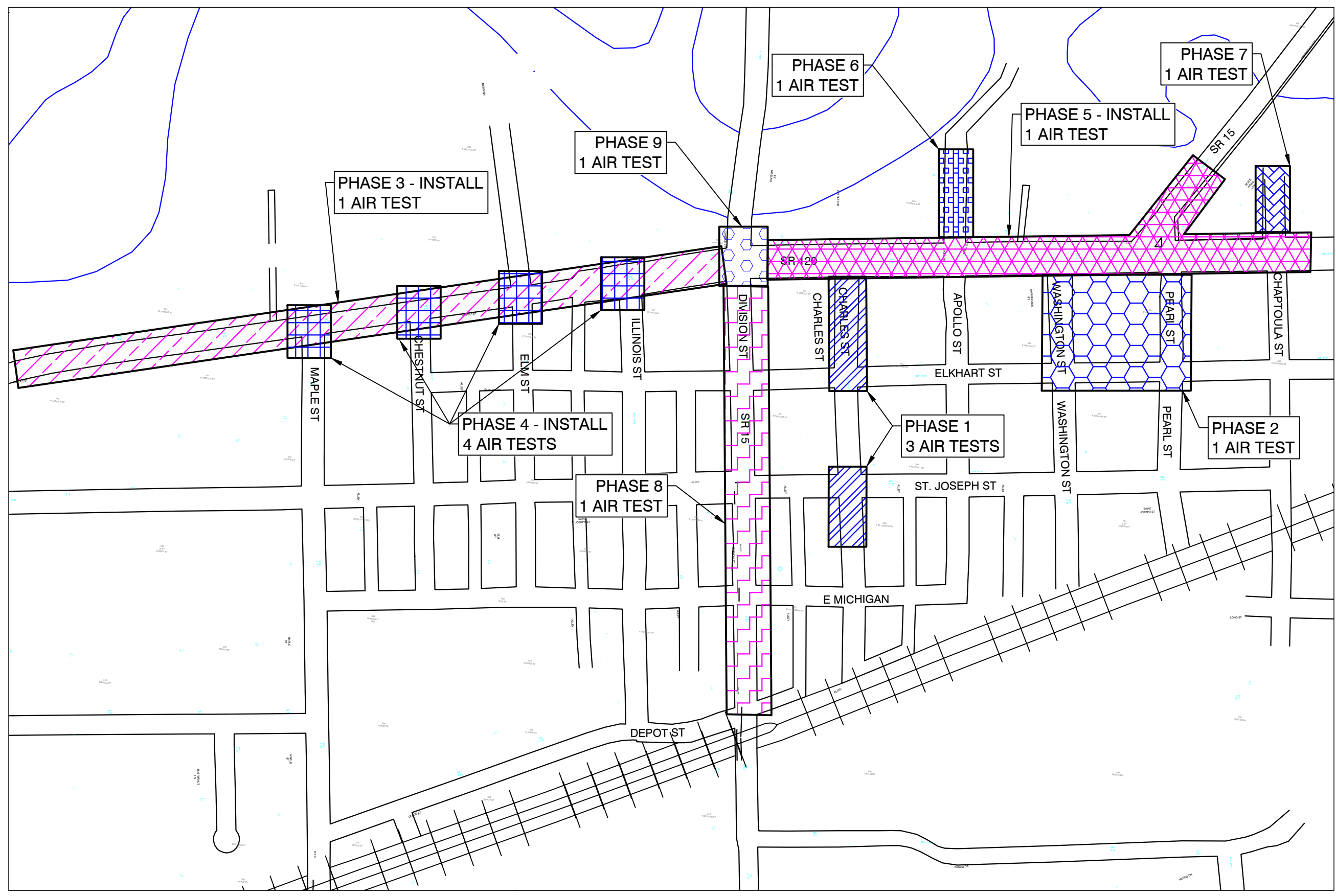
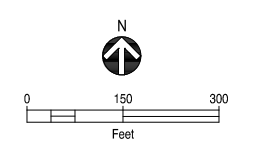
Cathy Antonelli

ATTEST:

Cathy Antonelli



Know what's below.
Call before you dig.



PROPOSED

REVISIONS			
REV. #	DATE	DESCRIPTION	
0	1/3/25	ISSUED FOR CONSTRUCTION	
DESIGNED BY	BRADLEY COOPER	12/13/23	260-336-8856
DRAWN BY	BRADLEY COOPER	1/8/24	260-336-8856
CHECKED BY	JOE HARTMAN	2/19/24	260-463-3999
AS-BUILT BY	X	X	X
	NAME	DATE	PHONE #

SITE NAME:
INST# 41457-59
ABAN# 71457-59
PROJECT ID# M12026961
 DES1902645/2646 SR 120 AND SR 15
 BRISTOL, ELKHART

DRAWING TITLE:
INSTALL PHASING AND TESTING

DRAWING NO:
PHASING

ORDINANCE NO. 2025-04-17-08

AN ORDINANCE OF THE TOWN OF BRISTOL, INDIANA AMENDING CHAPTERS 51 AND 52 OF THE TOWN OF BRISTOL, INDIANA CODE OF ORDINANCES RELATING TO WATER AND SEWER UTILITY RATES AND OTHER PURPOSES

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, Indiana Code authorizes the Town to exercise powers to regulate the furnishing of water to the public; establish, maintain, and operate waterworks; and regulate the furnishing of the service of collecting, processing, and disposing of waste substances and domestic or sanitary sewage within four (4) miles of the Town’s corporate boundaries; and

WHEREAS, the Town owns and operates a municipal waterworks system for the treatment and distribution of potable water to the inhabitants of the Town of Bristol (the “Water Utility”), and a municipal sewer and treatment system for the transportation and treatment of wastewater and sewage for the Town (the “Sewer Utility”) (the Water Utility and Sewer Utility collectively the “Utilities”); and

WHEREAS, the Town Council has established rates and charges for the Sewer Utility and Water Utility for customers connected to the Town’s municipal water and sewage systems; and

WHEREAS, the Town, through its advisors, is undertaking to expand, enhance, and improve the extent, capacity, and quality of the Town’s Utilities through investments in facilities and infrastructure (the “Utilities Expansion Project”); and

WHEREAS, pursuant to Indiana Code §§ 8-1.5-3, et seq. and 36-9-23, et seq., the Council may modify or adjust its existing schedule of fees by ordinance after providing notice and conducting a public hearing; and

WHEREAS, Indiana Code authorizes the Council to adopt by ordinance nondiscriminatory, reasonable, and just rates and charges for sewer and water services rendered by the Town's Utilities; and

WHEREAS, the Council now determines that proper notice has been duly given as required by Indiana Code §§ 8-1.5-3-8.1 and 36-9-23-26, and that a public hearing on the proposed schedule of rates and charges has been duly held on April 17, 2025;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana, meeting in regular session, and after considering the needs of the Town’s Utilities, determines it is necessary to make changes and amend the sewer and water rates and charges in the Town of Bristol, Elkhart County, Indiana in the following manner:

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

- Section 2. As of the effective date of this Ordinance, Section 51.01 of the Code, entitled “Metered Water Rates and Charges,” is hereby deleted and replaced in its entirety by new Section 51.01 as set forth on Exhibit A attached hereto and incorporated herein.
- Section 3. As of the effective date of this Ordinance, Section 51.02 of the Code, entitled “Minimum Water Charges,” is hereby deleted and replaced in its entirety by new Section 51.02 as set forth on Exhibit B attached hereto and incorporated herein.
- Section 4. As of the effective date of this Ordinance, Section 51.03 of the Code, entitled “Tapping Fees and Meter Deposit,” is hereby deleted and replaced in its entirety by new Section 51.03, entitled “Meter Deposit,” as set forth on Exhibit C attached hereto and incorporated herein,
- Section 5. As of the effective date of this Ordinance, Section 51.12 of the Code, entitled “Local or Lateral Water Mains or Lines,” is hereby deleted and replaced in its entirety by new Section 51.12 as set forth on Exhibit D attached hereto and incorporated herein.
- Section 6. As of the effective date of this Ordinance, Section 52.142 of the Code, entitled “Sewage Rates Schedule,” is hereby deleted and replaced in its entirety by new Section 51.142 as set forth on Exhibit E attached hereto and incorporated herein.
- Section 7. As of the effective date of this Ordinance, Section 51.13, entitled “Water System Development Charge,” is hereby deleted and replaced in its entirety by new Section 51.13 as set forth on Exhibit F attached hereto and incorporated herein.
- Section 8. As of the effective date of this Ordinance, Section 52.157, entitled “Sewer System Development Charge,” is hereby deleted and replaced in its entirety by new Section 51.157 as set forth on Exhibit G attached hereto and incorporated herein.
- Section 9. All ordinances and parts of ordinances, and all Titles, Chapters and/or Sections of the Bristol Code of Ordinances that conflict with the provisions contained herein are hereby specifically repealed as of the effective date of this Ordinance.
- Section 10. If any portion on this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of the same can be given the same effect.

Section 11. The rates and charges herein set forth shall be in full force and effect for all billings of Water Utility and Sewer Utility services at the first full monthly billing therefor following the final passage and adoption of this Ordinance. All other provisions of this Ordinance shall be in full force and effect from and after its adoption and publication as required by law. All acts pursuant to the adoption of this Ordinance are hereby ratified.

* * * * *

ADOPTED THIS 17th DAY OF APRIL, 2025.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

EXHIBIT A

§ 51.01 METERED WATER RATES AND CHARGES.

There shall be and there are established for the use of and the service rendered by the waterworks systems of the town rates and charges based on the use of water supplied by the waterworks system determined by the Town Council and adopted herein by reference.

Monthly Metered Rates		Rate per 1,000 Gallons effective:			
		May 1, 2024		May 1, 2025 August 1, 2025	
		Inside Town	Outside Town ¹	Inside Town	Outside Town ¹
First	15,000 Gallons	\$9.14	\$10.42	\$10.92	\$12.45
Next	105,000 Gallons	\$8.97	\$10.23	\$10.81	\$12.32
Over	120,000 Gallons	\$6.14	\$7.25	\$7.25	\$8.27

¹ Represents a 14% increase from Inside Town rates.

EXHIBIT B

§ 51.02 MINIMUM WATER CHARGES.

Each user shall pay a minimum charge in accordance with the size of meter installed for which the user will be entitled to the quantity of water set by the Town Council from time to time.

Minimum Water Charges					
Meter Size	Allowed Flow (in gallons)	Rate per month effective:			
		May 1, 2024		May 1, 2025 August 1, 2025	
		Inside Town	Outside Town ¹	Inside Town	Outside Town ¹
5/8-inch	2,000	\$18.28	\$20.84	\$21.84	\$24.90
1 inch	3,483	\$31.83	\$36.29	\$38.03	\$43.36
1 1/4-inch	5,300	\$48.44	\$55.23	\$57.88	\$65.99
1 1/2-inch	7,295	\$66.68	\$76.01	\$79.66	\$90.82
2-inch	13,025	\$119.05	\$135.72	\$142.23	\$162.16
3-inch	31,983	\$289.44	\$330.04	\$347.39	\$395.98
4-inch	62,240	\$560.84	\$639.57	\$674.46	\$768.75
6-inch	173,780	\$1,409.16	\$1,606.91	\$1,688.76	\$1,925.11

¹ Represents a 14% increase from Inside Town rates.

EXHIBIT C**§ 51.03 ~~TAPPING FEES AND~~ METER DEPOSIT.**

~~(A) A tap charge shall be collected from each customer prior to connection to the water system. The charge shall cover the cost of tapping the main, furnishing and laying service pipe, corporation and stop cocks, service and meter box and installing the meter.~~

~~(B) (1) The charge for a 5/8-inch or 3/4-inch meter tap shall be \$400.~~

~~(2) The charge for a one-inch and a larger size meter tap shall be the actual construction cost (labor, equipment and material) but in no event less than \$400.~~

~~(C) Separate from and in addition to the tapping charges described in this section, subparagraphs (A) and (B), there~~ **There** shall be a requirement that each water utility customer shall pay a \$100 meter deposit at the time water service is turned on. The meter deposit charge shall be due from and charged to the party who shall be responsible for payment of the water bill. In the event water service is disconnected for non-payment of a water bill, but thereafter subsequently reconnected for the same customer, said reconnection shall not occur until an additional meter deposit is paid and any meter deposit previously paid by said customer shall be immediately applied to any water bill, shut-off, or turn-on charge due and owing from said customer, with the balance thereof and a full accounting being sent to the last known address of said customer. Meter deposits previously paid in the amount of \$40 rather than the \$100 provided herein are specifically “grandfathered” at said \$40 amount and no additional deposit shall be required from said customers at this time.

~~(D)~~**(B)** All future meter deposits, however, whether water service is requested by existing customers or new customers, shall be at the amount of \$100. Meter deposit charges are separate charges from turn-on and shut-off charges.

EXHIBIT D

§ 51.12 LOCAL OR LATERAL WATER MAINS OR LINES.

A subdivider, developer or other owner or user shall be required to pay for extensions of local and lateral water mains or lines and the local and lateral water mains or lines shall be constructed to the specifications of the town on the streets, rights-of-way or other easements as may be available, and the subdivider, developer or other owner or user shall dedicate the extended local and lateral water mains or lines and appurtenances hereto to the town. **Users located on the north side of Vistula Street between Division Street and Mottville Road shall be required to pay for extensions of lateral water mains from the northside of street curb to the building.**

EXHIBIT E

§ 52.142 SEWAGE RATES SCHEDULE.

For sewage customers who are metered customers of the municipal water system and industrial customers with private supply of water, the charge for sewage service shall be based upon the quantity of water used and returned to the sewage plant for treatment as determined by the Town Council.

Base Monthly Charges (includes 2,000 gallons of usage)						
Meter Size	Rate per month effective:					
	May 1, 2024		May 1, 2025-August 1, 2025		May 1, 2026	
	Inside Town	Outside Town¹	Inside Town	Outside Town¹	Inside Town	Outside Town¹
5/8 – 3/4-inch	\$22.80	\$25.99	\$26.80	\$30.55	\$28.80	\$32.83
1 inch	\$57.05	\$65.04	\$67.05	\$76.44	\$72.05	\$82.14
1 1/4-inch	\$91.33	\$104.12	\$107.24	\$122.25	\$115.20	\$131.33
1 1/2-inch	\$132.28	\$150.80	\$155.49	\$177.26	\$167.10	\$190.49
2-inch	\$228.00	\$259.92	\$268.00	\$305.52	\$288.00	\$328.32
3-inch	\$524.00	\$597.82	\$616.00	\$702.70	\$662.40	\$755.14
4-inch	\$912.00	\$1,039.68	\$1,072.00	\$1,222.08	\$1,152.00	\$1,313.28
6-inch	\$2,074.46	\$2,364.88	\$2,438.69	\$2,780.11	\$2,260.80	\$2,987.71

Monthly Metered Flow Rates						
Flow Rate	Rate per 1,000 gallons effective:					
	May 1, 2024		May 1, 2025-August 1, 2025		May 1, 2026	
	Inside Town	Outside Town¹	Inside Town	Outside Town¹	Inside Town	Outside Town¹
All Gallons	\$15.46	\$17.62	\$19.49	\$22.22	\$21.50	\$24.51

Minimum Monthly Rates for Unmetered Users						
Class of User (Assuming 4,100 gallons per month)	Rate per month effective:					
	May 1, 2024		May 1, 2025 August 1, 2025		May 1, 2026	
	Inside Town	Outside Town ¹	Inside Town	Outside Town ¹	Inside Town	Outside Town ¹
Single family residence/unit	\$86.18	\$98.25	\$106.70	\$121.64	\$116.96	\$133.33

¹Represents a 14% increase from Inside Town rates.

EXHIBIT F

§ 51.13 WATER SYSTEM DEVELOPMENT CHARGE.

(A) There shall be established a System Development Charge (“Water SDC”) for **all** permanent **potable water** connections to the Bristol Municipal Water Utility service, which shall be determined by the Town. **Connections to the Bristol Municipal Water Utility solely for fire suppression are exempt from the Water SDC.**

(B) Until otherwise modified, the Water SDC as determined by the diameter of the **meter service line** for the user is as follows:

Water System Development Charge per new connection effective May 1, 2024	
Meter Size	Water System Development Charge
5/8-inch	\$810.00
3/4-inch	\$1,215.00 \$810.00
1 inch	\$2,025.00 \$810.00
1 1/2-inch	\$4,050.00
2-inch	\$6,480.00
3-inch	\$12,150.00
4-inch	\$20,250.00
6-inch	\$40,500.00
8-inch	\$64,800.00
10-inch	\$93,150.00
12-inch	\$174,150.00

EXHIBIT G

§ 52.157 SEWER SYSTEM DEVELOPMENT CHARGE.

(A) There shall be established a System Development Charge (“Sewage SDC”) for ~~all~~ permanent connections to the Bristol Municipal Sewage Works, which shall be determined by the Town.

(B) Until otherwise modified, the Sewage SDC as determined by the diameter of the service line for the user is as follows:

Sewer System Development Charge per new connection effective May 1, 2024	
Meter Size	Sewage System Development Charge
5/8-inch	\$2,140.00
3/4-inch	\$2,996.00 \$2,140.00
1 inch	\$5,350.00 \$2,140.00
1 1/2-inch	\$12,198.00
2-inch	\$21,400.00
3-inch	\$49,220.00
4-inch	\$85,600.00
6-inch	\$194,740.00
8-inch	\$346,680.00
10-inch	\$541,420.00
12-inch	\$780,244.00

ORDINANCE NO. 2025-04-17-08

AN ORDINANCE OF THE TOWN OF BRISTOL, INDIANA AMENDING CHAPTERS 51 AND 52 OF THE TOWN OF BRISTOL, INDIANA CODE OF ORDINANCES RELATING TO WATER AND SEWER UTILITY RATES AND OTHER PURPOSES

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, Indiana Code authorizes the Town to exercise powers to regulate the furnishing of water to the public; establish, maintain, and operate waterworks; and regulate the furnishing of the service of collecting, processing, and disposing of waste substances and domestic or sanitary sewage within four (4) miles of the Town’s corporate boundaries; and

WHEREAS, the Town owns and operates a municipal waterworks system for the treatment and distribution of potable water to the inhabitants of the Town of Bristol (the “Water Utility”), and a municipal sewer and treatment system for the transportation and treatment of wastewater and sewage for the Town (the “Sewer Utility”) (the Water Utility and Sewer Utility collectively the “Utilities”); and

WHEREAS, the Town Council has established rates and charges for the Sewer Utility and Water Utility for customers connected to the Town’s municipal water and sewage systems; and

WHEREAS, the Town, through its advisors, is undertaking to expand, enhance, and improve the extent, capacity, and quality of the Town’s Utilities through investments in facilities and infrastructure (the “Utilities Expansion Project”); and

WHEREAS, pursuant to Indiana Code §§ 8-1.5-3, et seq. and 36-9-23, et seq., the Council may modify or adjust its existing schedule of fees by ordinance after providing notice and conducting a public hearing; and

WHEREAS, Indiana Code authorizes the Council to adopt by ordinance nondiscriminatory, reasonable, and just rates and charges for sewer and water services rendered by the Town's Utilities; and

WHEREAS, the Council now determines that proper notice has been duly given as required by Indiana Code §§ 8-1.5-3-8.1 and 36-9-23-26, and that a public hearing on the proposed schedule of rates and charges has been duly held on April 17, 2025;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana, meeting in regular session, and after considering the needs of the Town’s Utilities, determines it is necessary to make changes and amend the sewer and water rates and charges in the Town of Bristol, Elkhart County, Indiana in the following manner:

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

- Section 2. As of the effective date of this Ordinance, Section 51.01 of the Code, entitled “Metered Water Rates and Charges,” is hereby deleted and replaced in its entirety by new Section 51.01 as set forth on Exhibit A attached hereto and incorporated herein.
- Section 3. As of the effective date of this Ordinance, Section 51.02 of the Code, entitled “Minimum Water Charges,” is hereby deleted and replaced in its entirety by new Section 51.02 as set forth on Exhibit B attached hereto and incorporated herein.
- Section 4. As of the effective date of this Ordinance, Section 51.03 of the Code, entitled “Tapping Fees and Meter Deposit,” is hereby deleted and replaced in its entirety by new Section 51.03, entitled “Meter Deposit,” as set forth on Exhibit C attached hereto and incorporated herein,
- Section 5. As of the effective date of this Ordinance, Section 51.12 of the Code, entitled “Local or Lateral Water Mains or Lines,” is hereby deleted and replaced in its entirety by new Section 51.12 as set forth on Exhibit D attached hereto and incorporated herein.
- Section 6. As of the effective date of this Ordinance, Section 52.142 of the Code, entitled “Sewage Rates Schedule,” is hereby deleted and replaced in its entirety by new Section 51.142 as set forth on Exhibit E attached hereto and incorporated herein.
- Section 7. As of the effective date of this Ordinance, Section 51.13, entitled “Water System Development Charge,” is hereby deleted and replaced in its entirety by new Section 51.13 as set forth on Exhibit F attached hereto and incorporated herein.
- Section 8. As of the effective date of this Ordinance, Section 52.157, entitled “Sewer System Development Charge,” is hereby deleted and replaced in its entirety by new Section 51.157 as set forth on Exhibit G attached hereto and incorporated herein.
- Section 9. All ordinances and parts of ordinances, and all Titles, Chapters and/or Sections of the Bristol Code of Ordinances that conflict with the provisions contained herein are hereby specifically repealed as of the effective date of this Ordinance.
- Section 10. If any portion on this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of the same can be given the same effect.

Section 11. The rates and charges herein set forth shall be in full force and effect for all billings of Water Utility and Sewer Utility services at the first full monthly billing therefor following the final passage and adoption of this Ordinance. All other provisions of this Ordinance shall be in full force and effect from and after its adoption and publication as required by law. All acts pursuant to the adoption of this Ordinance are hereby ratified.

* * * * *

ADOPTED THIS 17th DAY OF APRIL, 2025.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

EXHIBIT A

§ 51.01 METERED WATER RATES AND CHARGES.

There shall be and there are established for the use of and the service rendered by the waterworks systems of the town rates and charges based on the use of water supplied by the waterworks system determined by the Town Council and adopted herein by reference.

Monthly Metered Rates		Rate per 1,000 Gallons effective:			
		May 1, 2024		August 1, 2025	
		Inside Town	Outside Town ¹	Inside Town	Outside Town ¹
First	15,000 Gallons	\$9.14	\$10.42	\$10.92	\$12.45
Next	105,000 Gallons	\$8.97	\$10.23	\$10.81	\$12.32
Over	120,000 Gallons	\$6.14	\$7.25	\$7.25	\$8.27

¹ Represents a 14% increase from Inside Town rates.

EXHIBIT B

§ 51.02 MINIMUM WATER CHARGES.

Each user shall pay a minimum charge in accordance with the size of meter installed for which the user will be entitled to the quantity of water set by the Town Council from time to time.

Minimum Water Charges					
Meter Size	Allowed Flow (in gallons)	Rate per month effective:			
		May 1, 2024		August 1, 2025	
		Inside Town	Outside Town ¹	Inside Town	Outside Town ¹
5/8-inch	2,000	\$18.28	\$20.84	\$21.84	\$24.90
1 inch	3,483	\$31.83	\$36.29	\$38.03	\$43.36
1 1/4-inch	5,300	\$48.44	\$55.23	\$57.88	\$65.99
1 1/2-inch	7,295	\$66.68	\$76.01	\$79.66	\$90.82
2-inch	13,025	\$119.05	\$135.72	\$142.23	\$162.16
3-inch	31,983	\$289.44	\$330.04	\$347.39	\$395.98
4-inch	62,240	\$560.84	\$639.57	\$674.46	\$768.75
6-inch	173,780	\$1,409.16	\$1,606.91	\$1,688.76	\$1,925.11

¹ Represents a 14% increase from Inside Town rates.

EXHIBIT C**§ 51.03 METER DEPOSIT.**

(A) There shall be a requirement that each water utility customer shall pay a \$100 meter deposit at the time water service is turned on. The meter deposit charge shall be due from and charged to the party who shall be responsible for payment of the water bill. In the event water service is disconnected for non-payment of a water bill, but thereafter subsequently reconnected for the same customer, said reconnection shall not occur until an additional meter deposit is paid and any meter deposit previously paid by said customer shall be immediately applied to any water bill, shut-off, or turn-on charge due and owing from said customer, with the balance thereof and a full accounting being sent to the last known address of said customer. Meter deposits previously paid in the amount of \$40 rather than the \$100 provided herein are specifically “grandfathered” at said \$40 amount and no additional deposit shall be required from said customers at this time.

(B) All future meter deposits, however, whether water service is requested by existing customers or new customers, shall be at the amount of \$100. Meter deposit charges are separate charges from turn-on and shut-off charges.

EXHIBIT D

§ 51.12 LOCAL OR LATERAL WATER MAINS OR LINES.

A subdivider, developer or other owner or user shall be required to pay for extensions of local and lateral water mains or lines and the local and lateral water mains or lines shall be constructed to the specifications of the town on the streets, rights-of-way or other easements as may be available, and the subdivider, developer or other owner or user shall dedicate the extended local and lateral water mains or lines and appurtenances hereto to the town. Users located on the north side of Vistula Street between Division Street and Mottville Road shall be required to pay for extensions of lateral water mains from the northside of street curb to the building.

EXHIBIT E

§ 52.142 SEWAGE RATES SCHEDULE.

For sewage customers who are metered customers of the municipal water system and industrial customers with private supply of water, the charge for sewage service shall be based upon the quantity of water used and returned to the sewage plant for treatment as determined by the Town Council.

Base Monthly Charges (includes 2,000 gallons of usage)						
Meter Size	Rate per month effective:					
	May 1, 2024		August 1, 2025		May 1, 2026	
	Inside Town	Outside Town ¹	Inside Town	Outside Town ¹	Inside Town	Outside Town ¹
5/8 – 3/4-inch	\$22.80	\$25.99	\$26.80	\$30.55	\$28.80	\$32.83
1 inch	\$57.05	\$65.04	\$67.05	\$76.44	\$72.05	\$82.14
1 1/4-inch	\$91.33	\$104.12	\$107.24	\$122.25	\$115.20	\$131.33
1 1/2-inch	\$132.28	\$150.80	\$155.49	\$177.26	\$167.10	\$190.49
2-inch	\$228.00	\$259.92	\$268.00	\$305.52	\$288.00	\$328.32
3-inch	\$524.00	\$597.82	\$616.00	\$702.70	\$662.40	\$755.14
4-inch	\$912.00	\$1,039.68	\$1,072.00	\$1,222.08	\$1,152.00	\$1,313.28
6-inch	\$2,074.46	\$2,364.88	\$2,438.69	\$2,780.11	\$2,260.80	\$2,987.71

Monthly Metered Flow Rates						
Flow Rate	Rate per 1,000 gallons effective:					
	May 1, 2024		August 1, 2025		May 1, 2026	
	Inside Town	Outside Town ¹	Inside Town	Outside Town ¹	Inside Town	Outside Town ¹
All Gallons	\$15.46	\$17.62	\$19.49	\$22.22	\$21.50	\$24.51

Minimum Monthly Rates for Unmetered Users						
Class of User (Assuming 4,100 gallons per month)	Rate per month effective:					
	May 1, 2024		August 1, 2025		May 1, 2026	
	Inside Town	Outside Town¹	Inside Town	Outside Town¹	Inside Town	Outside Town¹
Single family residence/unit	\$86.18	\$98.25	\$106.70	\$121.64	\$116.96	\$133.33

¹Represents a 14% increase from Inside Town rates.

EXHIBIT F

§ 51.13 WATER SYSTEM DEVELOPMENT CHARGE.

(A) There shall be established a System Development Charge (“Water SDC”) for permanent potable water connections to the Bristol Municipal Water Utility service, which shall be determined by the Town. Connections to the Bristol Municipal Water Utility solely for fire suppression are exempt from the Water SDC.

(B) Until otherwise modified, the Water SDC as determined by the diameter of the meter for the user is as follows:

Water System Development Charge per new connection	
Meter Size	Water System Development Charge
3/4-inch	\$810.00
1 inch	\$810.00
1 1/2-inch	\$4,050.00
2-inch	\$6,480.00
3-inch	\$12,150.00
4-inch	\$20,250.00
6-inch	\$40,500.00
8-inch	\$64,800.00
10-inch	\$93,150.00
12-inch	\$174,150.00

EXHIBIT G

§ 52.157 SEWER SYSTEM DEVELOPMENT CHARGE.

(A) There shall be established a System Development Charge (“Sewage SDC”) for permanent connections to the Bristol Municipal Sewage Works, which shall be determined by the Town.

(B) Until otherwise modified, the Sewage SDC as determined by the diameter of the service line for the user is as follows:

Sewer System Development Charge per new connection effective May 1, 2024	
Meter Size	Sewage System Development Charge
3/4-inch	\$2,140.00
1 inch	\$2,140.00
1 1/2-inch	\$12,198.00
2-inch	\$21,400.00
3-inch	\$49,220.00
4-inch	\$85,600.00
6-inch	\$194,740.00
8-inch	\$346,680.00
10-inch	\$541,420.00
12-inch	\$780,244.00