

**Town of Georgetown  
Regular Meeting  
July 30, 2024  
6:30 P.M.**

**Pledge of Allegiance**

**Roll Call:**

Council members present: Chris Loop, Brandon Hopf, Jason Parrish, and Matt Nolan. Also attending: Kristi Fox, Julia Keibler, Travis Speece and Reny Keener. Absent: Doug Wacker and Haley James. Bob Woosley arrived at 7:00 P.M.

**Approval of Minutes**

Brandon Hopf made a motion to approve the Regular Town Council Meeting Minutes on June 17, 2024. Seconded by Jason Parrish and then tabled until the August meeting. Chris Loop and Matt Nolan needed to abstain from voting.

**Clerk Treasurers Report**

The budget meeting will be held this Thursday at 5:30 P.M.

Bob Woosley sent over an invoice for the Church Alley Project. It is where the road is blocked off and there is a drainage pipe. The invoice will need to be held until the project is bid out.

A bill was received from LMH Architecture for the work they did on the utility garage. The balance is \$8,657.43. The rest of the project is coming out of the General Fund.

Chris Loop made a motion to approve the invoice from LMH Architecture for \$8,657.43 and for that amount to be paid out of the General Fund. Seconded by Matt Nolan and approved 4-0.

The ARPA funds need to be appropriated by the end of this year. They do not have to be spent until the end of 2026. We currently have the funds going towards a park project.

**Police Department**

Officer Vogt will graduate in three weeks. If anyone is interested in going, let Travis Speece know.

The reserve program is being reimplemented. Several interviews took place last week and there is another one this week. It is an auxiliary police department with full powers but is no expense to the town.

National Night Out is scheduled for August 6, 2024 from 5-7 P.M. and is a community event. There have been a lot of donations.

The food truck festival they attended last week, and it went very well.

The basketball court restitution has been completed by the minor. All financial obligations and community service have been paid. The adult has been ordered by the court to pay his \$1,050.00 as well. We should be receiving funds soon.

We need to ratify the payment for the damage to the police truck. An email was sent out about the \$1,140.55 bill for the rock that came out of a dump truck and hit the hood.

Chris Loop made a motion to approve \$1,140.55 to Martins Autobody for the 2024 Silverado hood and for this to be paid for out of Gaming. Seconded by Brandon Hopf and approved 4-0.

Over the last couple of years, they have been trying to cycle out patrol rifles. There are rifles and firearms that belong to the federal government. We do have to modify them and so after that process we could almost buy a firearm that would belong to the town.

Matt Nolan made a motion to approve up to \$850.00 for a new patrol rifle to be paid for out of the General Fund. Seconded by Jason Parrish and approved 4-0.

There will be rifles and firearms that are given back to the government. The Humvee will be given back too.

### **Public Works**

Friday, August 2, Ivy Tech and the RDA will release the projects and the amounts. We will find out how we scored and how much money we may or may not be getting.

The Lilly Foundation gave us a high score. This is \$1.5 million for the amphitheater, parking lot and lights.

Community Foundation has a Quality of Place grant open again. Last year we submitted a request for money for Georgetown Park and we were not chosen. This year they are not doing park projects, so we submitted an initial request for \$150,000.00 toward our State Road 64 project. We are working with Congresswoman Houchin and asked for almost \$900,000.00 for the State Road project.

Last month we voted on the July concert and we received \$4,000.00. The total cost to the town was somewhere between \$1,000 and \$1,500. A total breakdown will be provided next month. It was a good event.

The pump truck was used seven times in June in District One and 13 times total. As of yesterday, we used it over 30 times. We do need some additional hoses for the truck.

Chris Loop made a motion to approve a budget of up to \$500.00 for additional septic hoses for the pump truck to be paid from Wastewater Improvement Fund. Seconded by Brandon Hopf and approved 4-0.

There are some sign posts in town that are bent and need to be replaced. We can get U-channels or square posts. It takes a couple of hours to replace each one. There is support to do it but at the August meeting need to come back with a list of signs and the breakaway numbers. To also bring a timeline of when the worst ones will be replaced and work quadrants.

There are some hotspots in town where stop signs are being disregarded. They are needed behind the school, Autumn Drive before Autumn Cove, Frank Ott and Henriott, and Copperfield Drive. To look at motion flashing ones.

Jason Parrish made a motion for a budget not to exceed \$10,000.00 for Chief Speece and Reny Keener to procure a minimum of four flashing stop signs and for this to be paid out of the Gaming Fund. Seconded by Chris Loop and approved 4-0.

We need to work with the State to get a permanent sign (the sign that flashes the speed a car is going and to slow down). The sign needs to be moved. It would be nice if we had one at each end of town where it turns to 30 MPH and then we can move the trailer one around town.

The Summer Works 6-week Program ended. The participant did street maintenance, park maintenance, septic truck, and training on different heavy equipment.

The July concert was busy all day. Probably had 1,000 to 1,500 people in attendance. The food trucks would like to come back.

### **2000 Canal Lane Septic Replacement**

2000 Canal Lane had a septic tank failure, and it needed to be replaced. It was an emergency, and three quotes were requested from Jecker's, Riley's and Shantz. Two were received back. One was from Jecker's for \$16,750.00 and the other was from Riley's for \$21,250.00.

Chris Loop made a motion to approve Jecker's for \$16,750.00 for the replacement of the holding tank at 2000 Canal Lane to be paid out of Wastewater Capital Improvement. Seconded by Matt Nolan and approved 4-0.



## **Town Attorney**

We discussed the settlement that the insurance sent over for the Ford Explorer that was in the accident back in October 2023. There were some revisions needed with the settlement offered by Indiana Farm Bureau. We have a revised agreement now and they will be paying us a little over \$27,000. All the equipment has been removed from the vehicle. The settlement agreement will need to be signed.

Matt Nolan made a motion to allow Chris Loop to sign the settlement agreement, power of attorney and all related documents with the Indiana Farm Bureau. Seconded by Brandon Hopf and approved 4-0.

## **Duke Energy Agreement**

There are nine additional lights in the new agreement that were not in the previous agreement. They were lights that were missed.

Jason Parrish made a motion to approve the light service agreement with Duke Energy and to allow Chris Loop to sign it. Seconded by Brandon Hopf and approved 4-0.

## **Town Engineer**

The Corydon Ridge Dual Force Main are moving forward. We are just waiting for the materials to come in. Legacy Springs continues to struggle at time to keep up with the flow.

Maplewood Business Park Lift Station Project is planning to start digging this week.

The pole on Lois Lane has been removed and that information has been shared with the contractor. Temple and Temple are hoping to get in this week depending on the weather. We should then be able to close out the CCMG Grant and be eligible for the next cycle of funding.

The Copperfield Drainage Project is complete. The last two pay apps were sent out. They are Pay Application #2 and #3. Bob Woosley recommends approval. They will likely have to come back this fall and reseed some areas.

Chris Loop made a motion to approve Pay Application #2 for \$131,134.50 and Pay Application #3 for \$48,573.70 to Temple and Temple. Seconded by Matt Nolan and approved 4-0.

Brookstone Lift Station #1 is being worked on now. They hope to have it finished by the end of this month. Brookstone Lift Station #2 has been finished.

The east and west lift stations need to be rehabilitated. The wet wells are showing significant erosion of the concrete. Bob Woosley would like to use an epoxy lining on them. He would like

to bid the project out and open in August. A rough budget is \$50,000.00 for both stations. The temporary pumping is the issue.

Jason Parrish made a motion to allow bidding of rehabilitation of the east and west wet wells. Seconded by Brandon Hopf and approved 4-0.

Commonator is a giant grinder that was to be installed at the west lift station to grind up any stringy material before it reaches the plant. We bought it and the previous contractor screwed it up. We have spoken with TNT and they are going to do an analysis to see if it can be retrofitted to work.

The Church Alley Culvert Replacement Project is going to be bid out that the August meeting. There are two options that we came up with. There was a design standpoint we received an invoice. There will be more so we can wait until August to pay the invoice. They are looking at extending the culvert.

The Marci Lane project could be paid out of the ARPA Fund since we do not fund Stormwater properly. We may be able to reallocate what is left. Instead of using what is left for the parks, we could use the funds for the Marci Lane project. Kristi Fox will look into it.

The playground company will be here in mid-August to work on Ashley Mariah Park. We have everything ready on our end but will need to relevel the rocks because it has been sitting for a while. The curbing is in, and we are just waiting on Sinclair. Next month there will be a ribbon cutting.

### **Plan Commission**

Nothing to report.

### **Redevelopment Commission**

Two façade grants were approved. We also approved CCF startup grant scorecard.

### **Agenda Items**

#### **CPI Increase Aqua Utility**

Our contract with Aqua Utility has a provision for an increase that is tied to the consumer price index. Regardless of where the index is at, it cannot exceed a 3% increase. The index today is at 3.88% which means the maximum they can increase rates are 3%. They give us notice beforehand and usually do this earlier in the year, but they did not this year. Because of the late notice, the increase will not go into effect until August.

Chris Loop made a motion to approve the AUS CPI contract increase of 3%. Seconded by Brandon Hopf and approved 4-0.

### **1400 North Tucker Road Sewer Credit**

This is the property where we allowed them to tap into our system because the County is working on the road and their lateral lines were in the way. Jamie Schillmiller did not get a final read on the day they tapped into the system, so they were charged on their sewer bill for the whole month. We are requesting a credit of \$65.15.

Brandon Hopf made a motion to approve a sewer credit of \$65.15 for 1400 North Tucker Road. Seconded by Jason Parrish and approved 4-0.

### **Spectrum Ring Central/Fiber**

There are four proposals in total on OneDrive. Two are for the Town Hall and the other two are for the utility shop. The quotes are good through August 16, and they are all through Spectrum. The proposals are for ring central and for fiber. The fiber proposals are much more expensive. The shop currently has DSL.

Chris Loop would like Cyberdome to be contacted so they can shop this for us. This item is to be tabled.

### **Catalpa Ridge**

Ron Culler is an attorney and is representing Jared Housier. 2123 Veterans Parkway, Jeffersonville, IN. This is to address the petition that was filed for vacation of a portion of Catalpa Drive. The petition has been presented and all issues have been addressed and Ron Culler can answer any questions that we may have.

Chris Loop said that we have not taken any action because we felt that the land was going to be deeded back.

Ron Culler noted that Mr. Hart, the surveyor, reported there was a reversionary interest, and it may need to go back to the reversionary owner. The reversionary owner for the majority of this was the developer himself. Jared Housier has addressed the issue by obtaining a deed from that developer. Whatever reversionary interest the developer may have had, is now in Jarod Housier's possession.

Kristi Fox said that what was discussed in receiving the survey work from Mr. Hart, was that it reverts back, a majority or all of it, to Lot 7, Mr. Schmidt's property.

Ron Culler said that a portion of it would, but Mr. and Mrs. Schmidt joined in the petition that was initially filed. In that petition the Pettit's and the Schmidt's joined in the petition to concur



the right of way to Catalpa Drive to be vacated and to state, affirm and acknowledge that they have no desire to acquire any interest in any portion of the vacated right of way of Catalpa Drive and request that upon vacation of Catalpa Drive title to all of such vacated right of way be granted to Jared Housier and Olivia Housier.

Mr. Schmidt said that Jared Housier was his real estate agent when purchasing his home on Catalpa Drive. It was his understanding the entire time that it was Jared Housier's property to reclaim if it was vacated by the city. So, at no point did he have any idea that he would have any interest in it at all. It was not until he read the May meeting minutes that his lot was brought up with the right of way reverting back to him. He had expressed interest to Jared Housier with text messages as early as July of 2022 that he was interested in purchasing part of the property from him once everything was settled. It was his understanding that he did not have a choice and that it was his property to reclaim from the city if vacated. So, with the new information he read in the May minutes he is there to represent his interests in the right of way being vacated if that is what the survey shows.

Kristi Fox asked if he (Mr. Schmidt) was still joining in the petition?

Mr. Schmidt said that when Jared Housier showed up at his house to sign the petition, he said that it was simply saying that Jared Housier could get the city to vacate the property. Mr. Schmidt did not have a lawyer or witness present. He was cooperative because he did not know he had any options but had expressed interest through text messages stating to Jared Housier that he would be interested once it was settled to buy the property from him. Originally, he talked about purchasing the right of way, but Jared Housier let it be known that he needed it so that he could divide it into three lots. After doing some research, Mr. Schmidt realized that to develop three lots, an acre is needed and the .18 acre from the right of way puts him at an acre.

Ron Culler said that typically when a public right of way is vacated half of it goes to each adjoining property owner if there is an interest in it initially. Most generally a property owner owns to the center of a road and therefore when a road is vacated the right reverts to the property owner on each side. In this situation the Schmidt's bought a lot in a subdivision and did not acquire any interest and had no acquired interest in the particular right of way. We asked them to join in to simplify the process. He understands that they might not have known what they were joining in. If it reverts to the prior owner then it reverts to the developer, if there is a reversionary interest. Because the developer acquired all of the other rights it allowed the city a right of way.

This item has been tabled. An executive session will be scheduled to clarify to all parties what the town is going to do.

An executive session will be held Tuesday, August 13, 2024, at 5:00 P.M.

**Destination Georgetown Update**

John Beams handed out a flyer about the Whistle Stop Showcase. They are still working on some sponsorship programs. Don Lopp asked to be included in Nova Park. They might be able to do drone training and a robotics class. Southern Indian Willman want to do a 25 and 50 mile bicycle ride. It will be held outside of Georgetown Bakery on Sunday morning.

Main purpose tonight is to request the final payment of funding. The financials were provided. There needs to be a running total of balances at the end of each month.

Chris Loop made a motion to approve the release of the second portion of their funding of \$12,500.00 to Destination Georgetown from the Gaming Fund in August. Seconded by Matt Nolan and approved 4-0.

HYR is going to California tomorrow in the Little League World Series. It would be nice to have a recognition of their program.

Mailboxes were discussed several years ago. Destination Georgetown would like for the town to be the financing arm for this project. Destination Georgetown would pay for the installation and it would be included in the application when the Redevelopment Commission reviews the grants.

### **Claims Docket**

Jason Parrish made a motion to approve the claims docket. Seconded by Brandon Hopf and approved 4-0.

### **Adjournment**

Jason Parrish made a motion to adjourn the meeting. Seconded by Brandon Hopf and approved 4-0.



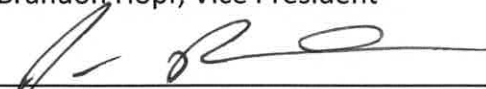
**Minutes approved by:**



Christopher Loop, President



Brandon Hopf, Vice President



Jason Parrish

\_\_\_\_\_  
Doug Wacker

\_\_\_\_\_  
Matt Nolan

**Attest:**



Julia Keibler, Clerk Treasurer



## IN01 LIGHTING SERVICE AGREEMENT

Customer Information:  
TOWN OF GEORGETOWN  
N/A  
..

Project Information:  
TOWN OF GEORGETOWN  
CORYDON Indiana 47122-0000

Account Number:  
9101 2119 6270

Work Order Number:  
53561912

Duke Energy Representative Contact Info:  
Courtney Piper

This Lighting Service Agreement is hereby entered into this 6th day of May, 2024, between Duke Energy (hereinafter called the "Company") and TOWN OF GEORGETOWN (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature

Date Signed

07-30-2024

Duke Energy Representative

Date Signed

### Summary of Estimated Charges

Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	55.89	0.00	0.00	6706.80	55.89

### Monthly Base Charges

Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
R	009	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	0.00	0.00	0.00	0.00	0.00
I	009	Light Fixture Roadway LED 50W Gray Type III 3000K	2.87	2.12	1.22	6.21	55.89
		<b>Rental, Maintenance, F&amp;E Totals:</b>	\$0	\$0	\$0		
		<b>Estimated Change to Base Monthly Charge Total</b>					<b>\$55.89</b>

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



**OUTDOOR LIGHTING LED SERVICE AGREEMENT**

**PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.**

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

**IN WITNESS WHEREOF**, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

**WITNESSETH:**

**WHEREAS**, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

**WHEREAS**, Company has the ability to own, install, operate and maintain an outdoor lighting system.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION I. – EQUIPMENT AND INSTALLATION**

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

**A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES****\*\*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- |                                                                                                    |                                                                                           |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh.                           |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).                     | d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

**LIGHTING LAYOUT DESIGN DISCLAIMER**

*Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.*



**SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS**

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

**SECTION III. – ENERGY USAGE COST CALCULATION**

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy Commission approved tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the Commission and shall be deemed a part of this Agreement.

**SECTION IV. – SYSTEM MAINTENANCE**

- 4.1 Company provided routine maintenance ("Maintenance") includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common Equipment. Acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Maintenance also covers ordinary wear and tear but only from Customer's proper use of the System. Repairs or replacements requested as a result of Customer caused damage will be performed on a time and material cost basis, in which instance i) an estimate of costs will be provided to the Customer; and ii) Customer agrees to pay for all such costs before the work begins. Company reserves the right, in its sole discretion, to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Customer herein acknowledges that different types of lighting Equipment have different life spans and that lighting Equipment suppliers may also discontinue manufacture of certain Equipment. End of useful life for a System will be determined by the Company, in Company's sole discretion.
- 4.4 Company reserves the right to update or modify the monthly Maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

**SECTION V. – PAYMENT**

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable Commission approved tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due is summarized on Page 2 of this Agreement and are current at the time the Agreement is executed. A monthly bill will be rendered and due each month in accordance with the applicable Commission approved tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this System shall be made upon the basis of such new rates as changed and approved by the Commission.

**SECTION VI. – TERM OF AGREEMENT**

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

**SECTION VII. – OTHER TERMS AND CONDITIONS**

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.



**EXHIBIT 'B' - OTHER TERMS AND CONDITIONS**

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



**EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS**

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

**Program Rebate/Incentive Eligibility**

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

**Program Monitoring, Verification, and Right to Inspect**

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

**Program Rebate/Incentive Payment**

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

**Program Disclaimers; Release of Liability**

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



**EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)****Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)
- b. that the Customer information provided herein is accurate and complete;
- c. that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;
- d. that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;
- e. That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;
- f. that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;
- g. that Customer's participation in the Program may be taxable;
- h. that Customer is solely responsible for paying all taxes;
- i. that Company does not endorse any particular manufacturer, product or system design within the Program;
- j. that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and
- k. that Company does not warrant that the installed Equipment meets applicable building codes or safety standards

**Program Customer Indemnification**

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

**Program Miscellaneous Provisions**

- a) If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- b) This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.
- c) All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.
- d) This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- e) Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.
- f) No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- g) Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

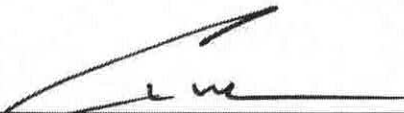
**EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**
**Program Attestation**

By signing below, I Town of Georgetown  
Chris Loop [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart Saver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

**CUSTOMER SIGNATURE REQUIRED**

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name	CHRIS LOOP	Date	07-30-24





## Attachment 1 to Exhibit C

## 1. Contact Information

Customer Company Name <sup>1</sup>	Town of Georgetown	Contact Name Julia Keibler	<input type="checkbox"/> Customer's Agent <sup>2</sup>
Office Phone	812-451-3012 ext 0	Mobile Phone	
Email Address	Julia.Keibler@georgetown.in.gov		
Duke Energy Account Number(s) for Installation Address <sup>3</sup>	9 street lights around town		
Installation Street Address			
City	Georgetown	State	IN
		ZIP Code	47122

## 2. Payment Information

Who should receive rebate/incentive payment <sup>4</sup>	<input type="checkbox"/> Customer	<input type="checkbox"/> (Customer must sign authorization on page 20)		
	Town of Georgetown			
Payment Mailing Address	P.O. Box 127			
City	Georgetown	State	IN	ZIP Code
				47122
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.		35-1070483	

Complete all requested information. Check each box to indicate completion of the following program requirements:

- ☐ All sections of application
- ☐ Tax ID number for Customer
- ☐ W-9 for Customer Customer
- ☐ agrees to terms and conditions

<sup>1</sup> Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

<sup>2</sup> If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

<sup>3</sup> For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

<sup>4</sup> If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

**Attachment 1 to Exhibit C  
(Con't.)****Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana**

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing up to 175 lamp wattage HID fixture	\$30/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 176-250 lamp wattage HID fixture	\$50/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 251-400 lamp wattage HID fixture	\$75/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> > 400 lamp wattage HID fixture \$200	\$200/fixture		

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Town of Georgetown

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

9111 SR 64, P.O. Box 127

6 City, state, and ZIP code

Georgetown, IN 47122

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

### Employer identification number

3 5 - 1 0 7 0 4 8 3

## Part II Certification

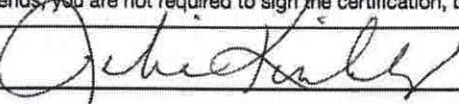
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ►

8-2-2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Indiana Department of Revenue  
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

**Sales tax must be charged unless all information in each section is fully completed by the purchaser.** Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)

Name of Purchaser: Town of GeorgetownBusiness Address: P.O. Box 127 City: Georgetown State: IN ZIP Code: 47122

Purchaser must provide minimum of one ID number below.\*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 001893289 - LOC Number (3 digits): 001

If not registered with the Indiana DOR, provide your State Tax ID Number from another State

**\*See instructions on the reverse side if you do not have either number.**State ID Number: 35-1070483State of Issue: Indiana

Section 2

Is this a ☒ blanket purchase exemption request or a ☐ single purchase exemption request? (check one)

Description of items to be purchased: \_\_\_\_\_

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

- ☐ Sales to a retailer, wholesaler, or manufacturer for **resale** only.
- ☐ Sale of manufacturing machinery, tools, and equipment to be used directly in direct **production**.
- ☐ Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
- ☐ Sales of tangible personal property predominately used (greater than 50 percent) in providing **public transportation** - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.

USDOT Number: \_\_\_\_\_

- ☐ Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale.  
**Note:** A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.

- ☐ Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).

- ☒ Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities).

- ☐ Sales to the **United States Federal Government** - show agency name. \_\_\_\_\_

**Note:** A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.

- ☐ Other - explain. \_\_\_\_\_

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: \_\_\_\_\_

Date: 8-2-2024Printed Name: Julia KeiblerTitle: Clerk Treasurer

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.  
**Seller must keep this certificate on file to support exempt sales.**

PO BOX 127  
Georgetown, IN 47122

From: Temple & Temple Excavating &  
Paving, Inc.


Via(Architect/  
Engineer)

1367 South State Road 60  
Salem, IN 47167  
(812) 883-6644

Application No: 4  
Invoice No: 15213  
Invoice Date: 7/18/2024  
Terms: Net 30  
Due Date: 8/17/2024  
Period To: 7/18/2024  
Project No:  
Contract Date:

For:

Original Contract sum.....	399,872.00
Change Orders.....	85,865.00
Contract sum.....	485,737.00
Completed to date.....	485,737.00
Retainage.....	48,573.70
Total earned less retainage.....	437,163.30
Previous billings.....	306,028.80
Current payment due.....	131,134.50
Sales tax.....	0.00
Total due.....	131,134.50

  
Chris Lad

07-30-2024



10011 01 Georgetown  
PO BOX 127  
Georgetown, IN 47122

Project: Loppertfield Drainage

Application No: 2

From: Temple & Temple Excavating &  
Paving, Inc.  
1367 South State Road 60  
Salem, IN 47167  
(812) 883-6644

Via/Architect/  
Engineer)

Invoice No: 15213  
Invoice Date: 7/18/2024  
Terms: Net 30  
Due Date: 8/17/2024  
Period To: 7/18/2024  
Project No:  
Contract Date:

For:

Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
15" Dual Wall Corr. Pipe Type1	60	60.00	3,600.00	60	3,600.00	3,600.00	0.00
30" Dual Wall Corr. Pipe Type1	60	98.00	5,880.00	60	5,880.00	5,880.00	0.00
36" Dual Wall Corr. Pipe Type1	480	99.00	47,520.00	480	47,520.00	47,520.00	0.00
36" Dual Wall Corr. Pipe Type2	180	97.00	17,460.00	180	17,460.00	8,245.00	9,215.00
42" Dual Wall Corr. Pipe Type1	260	145.00	37,700.00	260	37,700.00	37,700.00	0.00
42" Dual Wall Corr. Pipe Type2	130	132.00	17,160.00	130	17,160.00	17,160.00	0.00
Head Wall 36" diameter pipe	1	4,900.00	4,900.00	1	4,900.00	0.00	4,900.00
Head Wall 42" diameter pipe	1	5,400.00	5,400.00	1	5,400.00	5,400.00	0.00
Stormwater Manhole	8	5,800.00	46,400.00	8	46,400.00	40,600.00	5,800.00
Concrete Lined Channel	295	145.00	42,775.00	295	42,775.00	42,775.00	0.00
Rip Rap Lined Channel	60	85.00	5,100.00	60	5,100.00	5,100.00	0.00
Modular Retaining Wall	30	665.00	19,950.00	30	19,950.00	0.00	19,950.00
Clearing and Grading	1	30,000.00	30,000.00	1	30,000.00	0.00	0.00
Site Restoration	1	98,500.00	98,500.00	1	98,500.00	0.00	98,500.00
Mobilization/Demobilization	1	1,450.00	1,450.00	1	1,450.00	0.00	0.00
Erosion/Sediment Control	1	10,400.00	10,400.00	1	10,400.00	0.00	0.00
Bonds	1	5,677.00	5,677.00	1	5,677.00	0.00	0.00
Waterline relocation	2	4,000.00	8,000.00	2	8,000.00	0.00	0.00
Rock Excavation	320	200.00	64,000.00	320	64,000.00	64,000.00	0.00
Extra Concrete Lined Channel	45	145.00	6,525.00	45	6,525.00	6,525.00	0.00
CO Handrail	1	3,940.00	3,940.00	1	3,940.00	0.00	3,940.00
CO Rip Rap Removal	1	3,400.00	3,400.00	1	3,400.00	0.00	3,400.00
			485,737.00		485,737.00	340,032.00	145,705.00



PO BOX 127  
Georgetown, IN 47122

Project: Copperfield Drainage

From: Temple & Temple Excavating &  
Paving, Inc.  
1367 South State Road 60  
Salem, IN 47167  
(812) 883-6644

Via(Architect/  
Engineer)

Application No: 3  
Invoice No: 15215  
Invoice Date: 7/18/2024  
Terms: Net 30  
Due Date: 8/17/2024  
Period To: 7/18/2024  
Project No:  
Contract Date:

For:

Original Contract sum.....	399,872.00
Change Orders.....	85,865.00
Contract sum.....	485,737.00
Completed to date.....	485,737.00
Retainage.....	0.00
Total earned less retainage.....	485,737.00
Previous billings.....	437,163.30
Current payment due.....	48,573.70
Sales tax.....	0.00
Total due.....	48,573.70



Chris Loop

07-30-2024

PO BOX 127  
Georgetown, IN 47122

Project: Copperfield Drainage

Application No: 3

Page 2

From: Temple & Temple Excavating &  
Paving, Inc.  
1367 South State Road 60  
Salem, IN 47167  
(812) 883-6644

Via(Architect/  
Engineer)

Invoice No: 15215  
Invoice Date: 7/18/2024  
Terms: Net 30  
Due Date: 8/17/2024  
Period To: 7/18/2024  
Project No:  
Contract Date:

For:

Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
15" Dual Wall Corr. Pipe Type1	60	60.00	3,600.00	60	3,600.00	3,600.00	0.00
30" Dual Wall Corr. Pipe Type1	60	98.00	5,880.00	60	5,880.00	5,880.00	0.00
36" Dual Wall Corr. Pipe Type1	480	99.00	47,520.00	480	47,520.00	47,520.00	0.00
42" Dual Wall Corr. Pipe Type2	180	97.00	17,460.00	180	17,460.00	17,460.00	0.00
42" Dual Wall Corr. Pipe Type1	260	145.00	37,700.00	260	37,700.00	37,700.00	0.00
Head Wall 36" diameter pipe	130	132.00	17,160.00	130	17,160.00	17,160.00	0.00
Head Wall 42" diameter pipe	1	4,900.00	4,900.00	1	4,900.00	4,900.00	0.00
Stormwater Manhole	1	5,400.00	5,400.00	1	5,400.00	5,400.00	0.00
Concrete Lined Channel	8	5,800.00	46,400.00	8	46,400.00	46,400.00	0.00
Rip Rap Lined Channel	295	145.00	42,775.00	295	42,775.00	42,775.00	0.00
Modular Retaining Wall	60	85.00	5,100.00	60	5,100.00	5,100.00	0.00
Clearing and Grading	30	665.00	19,950.00	30	19,950.00	19,950.00	0.00
Site Restoration	1	30,000.00	30,000.00	1	30,000.00	30,000.00	0.00
Mobilization/Demobilization	1	98,500.00	98,500.00	1	98,500.00	98,500.00	0.00
Erosion/Sediment Control	1	1,450.00	1,450.00	1	1,450.00	1,450.00	0.00
Bonds	1	10,400.00	10,400.00	1	10,400.00	10,400.00	0.00
Waterline relocation	1	5,677.00	5,677.00	1	5,677.00	5,677.00	0.00
Rock Excavation	2	4,000.00	8,000.00	2	8,000.00	8,000.00	0.00
Extra Concrete Lined Channel	320	200.00	64,000.00	320	64,000.00	64,000.00	0.00
CO Handrail	45	145.00	6,525.00	45	6,525.00	6,525.00	0.00
CO Rip Rap Removal	1	3,940.00	3,940.00	1	3,940.00	3,940.00	0.00
	1	3,400.00	3,400.00	1	3,400.00	3,400.00	0.00
			485,737.00		485,737.00	485,737.00	0.00





July 23, 2024

Stephen R. Tolliver Jr.  
Aqua Utility Services, LLC  
1829 E. Spring St.  
New Albany, IN 47150  
Stolliver@ausllc.com  
(502) 648-9999

Mr. Chris Loop  
Town Council President  
Georgetown, IN  
9111 State Rd. 64  
Georgetown, IN, 47122

Dear Mr. Loop,

**Subject:** Notice of CPI Increase

I hope this letter finds you well. I am writing to inform you of an adjustment to our contract, specifically regarding the Consumer Price Index (CPI) increase, which should have been communicated for an April 2024 start date. Regrettably, due to oversight, this notice is arriving later than intended.

Per the terms outlined in our agreement dated November 20, 2023 and December 17, 2019, we are implementing a CPI adjustment effective August 1, 2024. The CPI adjustment is calculated based on the relevant index changes over the past year. Enclosed with this letter is the detailed calculation for your review and records.

We understand the importance of timely communication and adherence to contractual obligations. The delay in issuing this notice was an oversight on our part, and we apologize for any inconvenience this may have caused.

Should you have any questions or require further clarification regarding the CPI adjustment or its calculation, please do not hesitate to contact me at 502-648-9999 or Stolliver@ausllc.com. We value our partnership with Georgetown, IN and remain committed to providing exceptional service.

Sincerely,

A handwritten signature in black ink, appearing to be "SRT", written over a horizontal line.

Stephen R. Tolliver Jr.  
Vice-President, Operations

April 2024 CPI Index Increase

For Index period running March 2023 - April 2024

Georgetown, IN

To be effective August 1, 2024 billing period, due to late submittal to Town of Georgetown, IN.

CPI Month used

Annual Consumer Price Index for New Year  
Annual Consumer Price Index for previous year  
Index Point Change  
Annual Consumer Price Index for Previous Year  
Index Percent Change

313.548  
301.836  
11.712  
301.836  
3.88%

Apr-24  
Mar-23  
Mar-23

MAX  
Max contracted CPI Index % increase

3.00%

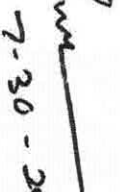
Operations

Multipled by  
Current Monthly Base Fee  
Monthly Adjustment  
Current Monthly Base Fee  
New Monthly Base Fee

WWTP - Base  
Labor  
Collection System  
and Project  
Management Fee

\$18,150.96  
\$544.53  
\$18,150.96  
\$18,695.49

5,330.25  
\$159.91  
\$5,330.25  
\$5,490.16

  
7-30-2024

Schedule 3 - RATE SHEET  
(Attachment A of Contract Operations Agreement)  
Overtime Rates

Multipled by  
Current Hourly Regular Rate  
CPI Adjustment  
Current Hourly Rate  
New Hourly Regular Rate

Operations Service Technician I	Operations Service Technician II	Operations Manager	Project Technician	Mechanical Technician
\$ 65.00	\$ 75.00	\$ 90.00	\$ 90.00	\$ 65.00
\$ 1.95	\$ 2.25	\$ 2.70	\$ 2.70	\$ 1.50
\$ 65.00	\$ 75.00	\$ 90.00	\$ 90.00	\$ 65.00
\$ 66.95	\$ 77.25	\$ 92.70	\$ 92.70	\$ 66.50