

## AGENDA

THE SEWER BOARD MEETING OF THE CIVIL CITY OF NEW ALBANY, INDIANA, WILL BE HELD IN THE THIRD FLOOR ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING ON THURSDAY, AUGUST 11, 2016 AT 9:15 A.M.

### CALL TO ORDER:

### PLEDGE OF ALLEGIANCE:

### APPROVAL OR CORRECTION OF THE FOLLOWING MINUTES:

July 28, 2016 Regular Meeting Minutes

### BIDS/CONTRACTS:

Waste Disposal Agreement

### COMMUNICATIONS - PUBLIC:

### COMMUNICATIONS - CITY OFFICIALS:

### SEWER ADJUSTMENTS:

### FINANCIAL REPORT:

### NEW BUSINESS:

### OLD BUSINESS:

1. Wes Christmas re: Clark Dietz Update

### UTILITY REPORT:

### CLAIMS:

### ADJOURN:

**THIS AGENDA IS SUBJECT TO CHANGE.**

**For more information, please see the City Clerk in Room 332, City County Bldg.**

**THE SEWER BOARD MEETING OF THE CIVIL CITY OF NEW ALBANY, INDIANA, WILL BE HELD IN THE THIRD FLOOR ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING ON THURSDAY, JULY 28, 2016 AT 9:15 A.M.**

**PRESENT:** Ed Wilkinson, member, Nathan Grimes, member and Mayor Gahan, president.

**ALSO PRESENT:** April Dickey, Linda Moeller, Rob Sartell, Shane Gibson, Wes Christmas and Vicki Glotzbach

**CALL TO ORDER:**

**Mayor Gahan called the meeting to order at 9:15 a.m.**

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OR CORRECTION OF THE FOLLOWING MINUTES:**

**Mr. Wilkinson moved to approve the July 14, 2016 Regular Meeting Minutes, Mr. Grimes second, all voted in favor.**

**BIDS/CONTRACTS:**

**Mr. Sartell presented the following Change Order #1 for Temple & Temple to dig and replace 8" sanitary pipe going to the McLean Lift Station:**

<b>Temple &amp; Temple</b>	<b>\$7,200.00</b>
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**Mr. Wilkinson asked if this is the same one that they discussed a couple of weeks ago.**

**Mr. Sartell replied yes.**

**Mr. Wilkinson moved to approve, Mr. Grimes second, all voted in favor.**

**COMMUNICATIONS - PUBLIC:**

**COMMUNICATIONS - CITY OFFICIALS:**

**SEWER ADJUSTMENTS:**

**Mrs. Dickey presented an adjustment request for Linda Breeden in the amount of \$2,040.31 and explained that the main sump pump was broken so the backup pump was working constantly and using larger amounts of water. She stated that the water went out into the yard and Greenwell Plumbing addressed the issue. Supporting documents are attached.**

**Mr. Wilkinson moved to approve, Mr. Grimes second, all voted in favor.**

**Mrs. Dickey presented an adjustment request for Centenary ME Church in the amount of \$870.32 for the spigot on the side of the building being used but not by them. She explained that the water went out into the street. Supporting documents are attached.**

**Mr. Wilkinson stated that they may want to take measures to find out what is going on like putting a meter on it.**

**Mr. Grimes moved to approve, Mr. Wilkinson second, all voted in favor.**

**Mrs. Dickey presented an adjustment request for McDonald Ave Properties in the amount of \$1,259.24 for a water spigot that was left on in the back of the building. She explained that the water went into the yard and was repaired by Brian Lenfert. Supporting documents are attached.**

**Mr. Wilkinson moved to approve, Mr. Grimes second, all voted in favor.**

**Mrs. Dickey** presented an adjustment request Cory Collier in the amount of \$1,197.33 for a leak behind the wall between the bathroom and kitchen. She explained that the water went onto the floor and out of the house and the leak was repaired by Southern Plumbing. Supporting documents are attached.

**Mr. Grimes** asked if consumption is back to normal.

**Mrs. Dickey** replied yes and stated that they had it repaired in November and in December their consumption went back to normal.

**Mr. Wilkinson** asked if there were liens filed on the property and letters mailed out.

**Mrs. Dickey** replied yes.

**Mr. Wilkinson** stated that the board just created a ruling on old applications and recommended holding this one until the next meeting to check the window of time because it is all in 2015 and they received two notices. He stated that he thinks it is outside of the six-month period.

**Mr. Grimes** asked Mr. Gibson if it is a six-month time period in the policy.

**Mr. Gibson** stated that he would have to check.

**Mrs. Dickey** presented an adjustment request for Anthony Bennett in the amount of \$2,152.21 for a leak in the kitchen water line to the refrigerator. She explained that the water went into the yard and was repaired by the landlord. Supporting documents are attached.

**Mr. Wilkinson** stated that this one was in 2015 as well.

**Mrs. Dickey** stated that the landlord was not aware because the tenant was keeping up the payments which were significant.

**Mr. Grimes** stated that it doesn't fall within the six-month period.

**Mr. Wilkinson** recommended holding it until next meeting to check the policy.

#### **FINANCIAL REPORT:**

**Mr. Wilkinson** stated that they just received the June report from Rodefer Moss and there was a \$2,000.00 difference between our report and theirs. He also stated that there are no changes since the last meeting.

#### **NEW BUSINESS:**

##### **1. Nathan Grimes for Pat Lilly re: Storage complex at 614-320 Mt. Tabor Road**

**Mr. Grimes** passed out documents for the board to review. He said that he is requesting sewer credits for a self-storage facility to be built on Mt. Tabor Road by Mr. Pat Lilly. He explained that building A is the employee office which will house one employee and it will have one restroom with a shower and a small break area with a sink. He said that they are asking for 25 gallons per day which equals 35 sewer credits. He also said that it is about a 2.7 acre development.

**Mr. Wilkinson moved to approve, Mayor Gahan second, all voted in favor with the exception of Mr. Grimes who recused himself.**

#### **OLD BUSINESS:**

##### **1. Wes Christmas re: Clark Dietz Update**

**Mr. Christmas** stated that they reviewed the bids for the Grant Line Road Lift Station Improvements that ranged in price from approximately \$940,000.00 to approximately \$1.2M and the engineers estimate was \$1.1M. He said that the low bid was Mitchell & Stark Construction at \$940,200.00 and they found their bid to be responsive. He said that he contacted them and they submitted all of the additional information and documentation necessary for responsibility in accordance with the specifications. He also said that he hadn't personally worked with Mitchell & Stark and he didn't think that the city had either so he followed up with some of their references and they all gave very good reports and some said they were the best contractor they ever worked with. He recommended awarding the project to Mitchell & Stark Construction.

**Mr. Grimes** stated that he has worked them on other projects and they were good.

**Mr. Wilkinson** moved to approve the Mitchell & Stark Construction bid in the amount \$940,200.00, **Mr. Grimes** second, all voted in favor.

**Mr. Christmas** stated that in an effort to go ahead and get the project going they also provided the partially executed agreement, bonds and insurance documentation in compliance with the specs. He requested that the board authorize Mayor Gahan to sign it today so they can have the pre-construction meeting and get started.

**Mr. Grimes** moved to approve notice to proceed, **Mr. Wilkinson** second, all voted in favor.

#### **UTILITY REPORT:**

**May 2016**

##### **Influent / Effluent Quality**

The treatment facility was in compliance

##### **Pretreatment**

Product Specialties has been fined \$1,000.00 for the month of May due to permit violations.

There were 30 grease trap inspections of restaurants and food preparation facilities.

**Mr. Grimes** asked if Product Specialties is doing anything to remedy their problems so they don't get fined anymore.

**Mr. Sartell** replied yes, they are working on it and they have a new operator.

**Mr. Wilkinson** asked about the elevation on the line at 5<sup>th</sup> Street and Elm Street and if they remedied that yesterday.

**Mr. Sartell** stated that they are going to be close. He said it all depends on how far they have to go back up 5<sup>th</sup> Street toward Spring Street. He also said that they know they have to go up by the barber shop to repair a tap that is broken and he thinks that will be enough to make a positive fall.

##### **Facility Operations**

106 dry tons of bio solids were removed from the WWTP.

The WWTP was at 48% of its Total Suspended Solids design limit and at 44% of its CBOD design limit.

There were 4.67 inches of rain for the month

##### **Preventative and Unscheduled Maintenance**

225 preventative work orders were completed and 35 corrective work orders were completed for the WWTP and Lift Stations

##### **Highlights**

Delta electric and our Maintenance Staff did startup training on the new Cobbler's Crossing backup generator.

The maintenance staff cleaned out the check valve on the #1 pump at McLean. Delta Electric replaced the breaker to Banks 1A and 2B on the UV System. The Maintenance Staff repaired the air line on the #2 compressor at the Basin #14 lift station.

**Sanitary Collection System**

<i>Project</i>		<i>Current Month</i>		<i>Year-to-Date</i>	
<i>Sanitary Sewer Flushed/ft</i>		7,719		45,553	
<i>Sanitary Sewer Televised/ft.</i>		9,050		39,650	
<i>CIPP Installed/ft</i>		1,700		11,879	
<i>Tap Inspections</i>		8		46	
<i>Locates</i>		722		3,026	
<i>Pipe Patches</i>		1		4	
<i>Service Requests</i>	<i>Odor Complaint</i>	<i>Main Block</i>	<i>Resident Problem</i>	<i>Dye Test</i>	<i>Emergency Locates</i>
19	2	7	12	1	18

**Sanitary Sewer Overflow Monitoring**

There was 1 rain event that required Stantec monitoring and 0 overflows

**Preventative and Unscheduled Maintenance**

38 preventative work orders were completed and 0 corrective work orders completed for the Collection System. There were 19 Customer Service requests 7 of those requests were for blockages in the main line.

**Construction Highlights**

**Basin #2**

The Construction Crew raised unknown manhole 3 inches to grade in the alley at 2105 E. Market.

**Basin #7**

The Construction Crew installed a pipe patch in an 8 inch line at 1312 Ekin Ave. that was under a 15 inch storm line.

The Construction Crew repaired a 6 inch laterals in the ROW at 602 and 524 Vincennes St. The Crew also capped an abandoned lateral at 428 Vincennes St.

**Basin #13**

The Construction Crew sealed an abandoned 8 inch line segment coming into manholes 13-R58I and R58J.

The Construction Crew replaced busted plastic clean out cap with a brass one at 925 Vincennes St.

**Basin #28**

The Construction Crew raised manhole 28-89A to grade. It was 3 inched under grade and an inflow point.

The Construction Crew removed roots in manhole 28-69 and sealed manhole at 1515 Starhaven Dr.

The Construction Crew did a point repair to the 8 inch main at 1507 Starhaven Dr. it was an offset joint.

**Facility Safety**

The monthly safety inspection rating was 97.7%

The safety training topic for May was Chemical and Chlorine Safety

**Projects**

**110/120 Valve replacement and Dump Station**

All punch list items have been addressed and this project is completed.

**Algae Control System**

The #432 secondary clarifier has been completed. The #431 secondary clarifier is being prepared for weir leveling and Launder installation.

**McLean Lift Station**

Tree removal is complete and site work has begun, some precast structures have been delivered.

**Reline New Albany**

Manholes to be lined in basin #15 have been bid and manhole inserts are ordered. We are currently lining Basin #28 and expect to be lining on Slate Run Road and Old Ford Road this summer while school is out. Basin #7 will be next and then back to Basin #10.

**WWTP Maintenance Garage**

All punch list items have been addressed and this project is completed.

**SSO Flow Study**

Flow meters have been installed. Data is being collected by Clark-Dietz for analysis.

**Grantline Road Lift Station Project**

A pre bid meeting was held on June 29<sup>th</sup> and bids were opened on the 14<sup>th</sup> of July

**Jacobs Creek Lift Station Study**

The kick off meeting was held on July the 13<sup>th</sup> with HWC. Information requests have been submitted and deleivered.

**CLAIMS:**

**Mrs. Moeller presented the following claims for the period of 07/14/16 to 07/27/16 in the amount of \$378,864.96:**

<b>Vendor Name</b>	<b>Amount</b>
INDIANA AMERICAN WATER	1,650.00
OFFICE SUPPLY COMPANY, INC	137.98
OFFICE SUPPLY COMPANY, INC	51.48
OFFICE SUPPLY COMPANY, INC	14.25
DATA VAULT	30.00
L&D MAILMASTERS, INC.	1,796.56
L&D MAILMASTERS, INC.	219.30
L&D MAILMASTERS, INC.	205.50
CROWN SERVICES INC	360.00
CROWN SERVICES INC	360.00
CROWN SERVICES INC	360.00
O'REAR, JOHN PATRICK	694.62
ROBINSON, PAULA	197.87

ARMS, CRYSTAL	109.21
<b>Total</b>	<b>6,186.77</b>
ACE HARDWARE	8.96
ACE HARDWARE	5.12
ACE HARDWARE	3.65
ACE HARDWARE	43.91
ACE HARDWARE	17.02
ACE HARDWARE	13.04
ACE HARDWARE	6.72
ACE HARDWARE	8.09
ACE HARDWARE	13.49
ACE HARDWARE	27.99
ACE HARDWARE	16.70
ACE HARDWARE	45.36
ACE HARDWARE	14.84
ACE HARDWARE	25.18
ACE HARDWARE	7.89
ACE HARDWARE	14.37
DAN CRISTIANI EXCAVATING CO.	3,930.00
PLUMBERS SUPPLY	105.96
PLUMBERS SUPPLY	68.38
RETAILERS SUPPLY	167.64
FED EX	17.47
CLARK-FLOYD LANDFILL LLC.	6,632.90
CLARK-FLOYD LANDFILL LLC.	4,027.34
CLARKE MOSQUITO CONTROL	5,647.26
CLARKE MOSQUITO CONTROL	6,159.08
QUILL	55.31
QUILL	153.93
CINTAS #302	342.04
CINTAS #302	364.98

CINTAS #302	67.79
CINTAS #302	342.04
CINTAS #302	67.79
CINTAS #302	74.10
CINTAS #302	360.40
CINTAS #302	74.10
CINTAS #302	329.56
CINTAS #302	537.95
CINTAS #302	55.22
CINTAS #302	315.04
ALLEGRA	135.00
CLARK-DIETZ	3,520.00
CLARK-DIETZ	127.50
CLARK-DIETZ	4,225.00
CLARK-DIETZ	11,995.00
CLARK-DIETZ	8,100.00
CULLIGAN WATER SYSTEMS	80.00
CULLIGAN WATER SYSTEMS	239.40
PEYTON'S BARRICADE & SIGN CO.	240.00
PEYTON'S BARRICADE & SIGN CO.	192.00
PEYTON'S BARRICADE & SIGN CO.	22.50
SUNBELT RENTALS	52.00
SUNBELT RENTALS	49.96
VERIZON WIRELESS	1,431.59
OWENS COMMUNICATIONS, INC.	(150.00)
OWENS COMMUNICATIONS, INC.	377.52
OWENS COMMUNICATIONS, INC.	(222.52)
RADIOLAND INC.	750.00
HOME CITY ICE CO.	52.60
HOME CITY ICE CO.	139.30
BEAM, LONGEST AND NEFF LLC	638.75
USA BLUE BOOK	236.25



USA BLUE BOOK	128.57
USA BLUE BOOK	171.83
USA BLUE BOOK	1,274.55
UPS STORE #3084	156.91
BIOCHEM, INC.	3,237.75
BIOCHEM, INC.	3,863.23
DELTA SERVICES, LLC	597.00
SPENCER MACHINE & TOOL CO.,INC	485.00
OFFICE DEPOT	65.97
HOME DEPOT	41.81
HOME DEPOT	117.19
HOME DEPOT	329.00
HOME DEPOT	73.94
HOME DEPOT	133.91
HOME DEPOT	36.97
AIRGAS-MID AMERICA	115.35
SEWER EQUIP. CO. OF AMERICA	512.80
SEWER EQUIP. CO. OF AMERICA	1,337.66
LEHIGH HANSON	256.61
KIMMEL LAWN SERVICE	4,350.00
XYLEM WATER SOLUTIONS USA	885.70
XYLEM WATER SOLUTIONS USA	1,071.85
XYLEM WATER SOLUTIONS USA	118.80
XYLEM WATER SOLUTIONS USA	1,071.85
XYLEM WATER SOLUTIONS USA	942.65
XYLEM WATER SOLUTIONS USA	1,947.15
XYLEM WATER SOLUTIONS USA	2,004.50
HACH COMPANY	289.89
HACH COMPANY	159.16
HACH COMPANY	347.63
ECO-TECH, LLC-WASTE LOGISTICS	874.44
ENVIRONMENTAL LABORATORIES INC	30.00

MEINERS MEDICAL,FIRE & SAFETY	200.00
MEINERS MEDICAL,FIRE & SAFETY	745.00
MEINERS MEDICAL,FIRE & SAFETY	560.00
MEINERS MEDICAL,FIRE & SAFETY	267.75
CHLORINATION CO. INC	305.63
CHLORINATION CO. INC	240.00
CHLORINATION CO. INC	42.00
CHLORINATION CO. INC	556.26
TIME WARNER CABLE	279.90
TIME WARNER CABLE	714.75
IUPPS	680.20
APPLEGATE FIFER PULLIAM-WIRE	258.50
APPLEGATE FIFER PULLIAM-WIRE	871.50
ELEMENT MATERIALS TECHNOLOGY	56.70
ELEMENT MATERIALS TECHNOLOGY	56.70
NAPA OF NEW ALBANY	87.04
NAPA OF NEW ALBANY	89.95
NAPA OF NEW ALBANY	21.66
NAPA OF NEW ALBANY	13.30
NAPA OF NEW ALBANY	25.14
TEREX SERVICES	1,520.00
TEREX SERVICES	700.00
TEREX SERVICES	185.38
TEREX SERVICES	3,026.00
SAERTEX MULTICOM LP	14,854.07
SAERTEX MULTICOM LP	14,814.85
SAERTEX MULTICOM LP	196.36
SAERTEX MULTICOM LP	196.36
SAERTEX MULTICOM LP	14,880.26
SAERTEX MULTICOM LP	14,866.97
SAERTEX MULTICOM LP	15,200.86
SAERTEX MULTICOM LP	15,011.21

GOTTA GO INC.	3,645.00
GOTTA GO INC.	2,187.00
GOTTA GO INC.	1,215.00
GOTTA GO INC.	1,458.00
CONSTELLATION NEWENERGY	1,107.94
PROWEST & ASSOCIATES, INC	927.50
PENN VALLEY PUMP INC	1,628.00
ALLTERRAIN PAVING & CONSTRUCT	2,310.50
MCCALLISTER, MARYANN	439.00
HUGHES PAVING CO INC.	89,550.00
HUGHES PAVING CO INC.*ESCROW*	9,950.00
ASSURED PARTNERS	43,371.07
ASSURED PARTNERS	7,017.67
ASSURED PARTNERS	4,162.59

**Total 359,923.70**

GIBSON LAW OFFICE, LLC	865.38
NEOPOST	568.19
INDIANA AMERICAN WATER	1,101.49
GIBSON LAW OFFICE, LLC	865.38
SILVER CREEK WATER	9.47
SILVER CREEK WATER	10.48
SILVER CREEK WATER	9.72
SILVER CREEK WATER	7.92

SILVER CREEK WATER	9.47
SILVER CREEK WATER	9.47
SILVER CREEK WATER	9.47
SILVER CREEK WATER	9.47
CLARK CO. REMC	1,059.20
HARRISON CO. REMC	324.29
VECTREN ENERGY DELIVERY	46.00
VECTREN ENERGY DELIVERY	17.00
VECTREN ENERGY DELIVERY	19.35
VECTREN ENERGY DELIVERY	93.00
VECTREN ENERGY DELIVERY	46.00
VECTREN ENERGY DELIVERY	147.63
EDWARDSVILLE WATER CO.	17.00
FLEETONE MSC 30425	4,859.11
M & D AUTO BODY REPAIR	2,050.00
TIME WARNER CABLE	600.00
<b>Total</b>	<b>12,754.49</b>

**Grand Total 378,864.96**

**Mr. Wilkinson moved to approve the above claims, Mr. Grimes second, all voted in favor.**

**Mrs. Moeller** stated that Mr. Sartell submitted a letter to her for retainage release approval on the Jacobs Creek Project and she requested that the board consider it and approve it as well. She said that the release of funds would be \$26,526.94 plus any interest.

**Mr. Grimes** asked if it was a 10% retainage.

**Mr. Christmas** replied that it was 5%. He stated that they have completed everything and everything is in order so he would also recommend approval.

**Mr. Grimes moved to approve the release of funds, Mr. Wilkinson second, all voted in favor.**

**ADJOURN:**

There being no further business before the board, the meeting adjourned at 9:40 a.m.

\_\_\_\_\_  
Mayor Gahan, President

\_\_\_\_\_  
Vicki Glotzbach, City Clerk

## WASTE DISPOSAL AGREEMENT

This Waste Disposal Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of June 2016, by and between Clark-Floyd Landfill LLC ("Contractor") and New Albany Waste Water Utility ("Customer").

In consideration of the mutual covenants and agreements and subject to the conditions contained herein, the parties agree as follows:

1. **Term:** The term of the Agreement shall be in effect beginning June 1, 2016, continuing through December 31, 2019, and shall supersede any prior agreements between the parties relating to disposal of Waste, as such term is defined below. Either party can in writing notify 30 days in advance that the contract can/will be terminated at no fault to either party.

2. **Facility:** Facility shall mean the Clark-Floyd Landfill in Clark County, Indiana (the "Facility").

3. **Obligation to Accept Waste:** Contractor shall accept for disposal at the Facility all non-hazardous waste water sludge ("Waste"), following the guidelines required for the Waste, delivered to the Facility by Customer, which the Facility is permitted by law to accept for disposal. Contractor's obligations under this Agreement shall terminate if the Contractor is barred by any federal, state or local law, statute, regulation, rule, ordinance or agreement from accepting the Customer's Waste for disposal at the Facility.

4. **Charges and Payments:** The following rate schedule applies to waste transported to Contractor by Customer's approved contracted haulers. Discounted rates do not apply to Contractor by methods other than Customer:

Payment Scale:	June 1, 2016 – December 31, 2016	\$19.00 per ton
	January 1, 2017 – December 31, 2017	\$22.00 per ton
	January 1, 2018 – December 31, 2018	\$24.00 per ton
	January 1 2019 – December 31, 2019	\$26.00 per ton

These rates are firm with the exception of any uncontrollable change in law costs resulting from local, state, or federal law changes which increase the price of disposal.

- a) All payments due pursuant to this Agreement shall be made by Customer within sixty (60) days after receipt of an invoice from Contractor. In the event that any payment is not made within ninety (90) days from invoice date, Contractor may, in addition to its other remedies, suspend Customer's right to dispose of Waste until all arrearages are paid. Customer agrees to pay a fee on all past due payments at the maximum rate allowed by applicable law.

5. **Waste Accepted at Facility:** Customer warrants that the Waste delivered to the Facility will not contain a regulated quantity of any hazardous waste or substance, as defined by applicable federal, state or local laws or regulation.

6. **Special Waste:** Customer warrants that the Waste delivered to the Facility will not contain any Special Waste (as such term is defined by the Indiana Department of Environmental Management). Prior to delivery of any Special Waste to the Facility, Customer shall negotiate terms therefor and shall provide a Generator's Waste Profile Sheet for such waste and Contractor shall have approval for disposal of such Special Waste in writing. Disposal rates and other handling terms, if

applicable, for such Special Waste are not part of this Agreement and shall be negotiated by the parties. If Special Waste shall be delivered to the Facility, Customer agrees to comply with all precautions, limitations, and conditions contained in Contractor's written notice of approval of Special Waste. All approved Special Waste profiles must be renewed annually. It is the Customer's responsibility to contact the business office at least 30 days prior to the expiration of any existing approved Profiles.

7. **Rights of Refusal / Rejection:** Contractor has the right to refuse or reasonably reject after acceptance any load of Waste delivered to the Facility if the Contractor believes the Customer has breached (or is breaching) its warranties or representations made herein. If Customer delivers Waste in breach of any warranty or representation herein, Contractor may, in its sole discretion, either remove and dispose of that Waste and charge Customer for the costs or require Customer to promptly remove the Waste.

8. **Default:** If either party reasonably believes that the other party's performance is not in compliance with this Agreement, then that party may give written notice of such default to the other party and the other party shall have (except in the failure to pay money when due for which there shall be no cure period) thirty (30) business days to cure such breach. If such default is not cured within such period, the notifying party may: i) terminate this Agreement as of any date at least five (5) days after the last day of the thirty (30) day period; ii) cure the default at the expense of the defaulting party; and iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination.

9. **Force Majeure:** From and after the date of the Agreement either party's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The party claiming an excuse by operation of the Force Majeure event must notify the other party in writing with reasonable detail of the event in order to claim the benefit of this paragraph. Such causes may include, by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions, injunctions or restraining orders, the failure of any government body to issue or grant, or the suspension or revocation or modification of any license, permit, or other authorization necessary for the construction and/or operation envisioned by this Agreement, national defense requirements, labor strike, lockout or injunction.

10. **Indemnification:** Customer and Contractor agree to indemnify, save harmless and defend the other from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which said other party may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by: i) a breach of any term, provision, representation or warranty (including those relating to the Waste) of this Agreement; or ii) any willful misconduct or negligent act or omission of the responsible party, its employees or subcontractors in the performance of the Agreement.

11. **Notices:** All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed as follows:

If to Contractor:

Clark-Floyd Landfill LLC  
P.O. Box 2128  
Clarksville, IN 47131

If to Customer:

New Albany Waste Water Utility  
38 W. 10<sup>th</sup> Street  
New Albany, IN 47150

Change of address by either party shall be by notice given to the other in same manner as above specified.

12. **Miscellaneous:**

- a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall not be assigned to other than an affiliated concern or company without prior written consent of the other party, which consent shall not be unreasonably withheld.
- b) In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the other provisions of this Agreement shall remain in full force and effect.
- c) No amendment, modification or change to this Agreement shall be effective unless same shall be in writing and duly executed by the parties.
- d) This Agreement shall be governed by and interpreted in accordance with the laws enforced in the State of Indiana.
- e) If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement, or the application of such term, clause or provision to person or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable, there be added by Court of competent jurisdiction, a term, clause or provision to this Agreement as similar in terms to such illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date first written above.

**CLARK-FLOYD LANDFILL LLC**

**NEW ALBANY WASTE WATER UTILITY**

BY:

BY:

\_\_\_\_\_  
Robert Lee  
President

\_\_\_\_\_  
Robert Sartell  
Utilities Director

DATE:

DATE:





**Waste Management**  
Industrial Technical Svc Center  
Highway 17 N. Mile Marker 163  
P.O. Box 55  
Emelle, AL 35459  
(205) 652-9721

May 11, 2016

Mr. Rob Sartell  
Utility Director  
City of New Albany  
38 W. 10<sup>th</sup> St  
New Albany IN 47150

Waste Management is pleased to provide you with pricing for the disposal of the below referenced material. Waste Management's Outer Loop Recycling and Disposal Facility is a state of the art subtitle-D landfill, fully permitted to manage wastewater sludge. Based on the information provided, the following summarizes our quotation.

**WASTE LOCATION**

City of New Albany  
Wastewater Treatment Plant

**WM FACILITY**

WM Outer Loop Landfill  
2673 Outer Loop  
Louisville, KY 40219

**WASTE DESCRIPTION**

Waste Water Sludge-loaded from stockpile by NA Staff

**DISPOSAL CHARGES**

\$18.35/Ton – Solid for Direct Landfill - (All Fees Included)  
4 Ton per Load Minimum

**DISPOSAL & TRANSPORTATION – combined rate**

\$24.15/Ton – Solid for Direct Landfill - (All Fees Included)  
18 Ton per Load Minimum – Triaxle loads

All pricing is contingent upon the review of the Generator's Waste Profile Sheet and WM contract. All documents must be completed and signed by an authorizing signatory of the generator.

Upon acceptance of this proposal, please contact me at your earliest convenience for the paperwork required to begin the approval process.

This price is good for sixty days. If not accepted in the allotted time, all pricing will expire.

Thank you for this opportunity to be of service to you. If you should have any questions, please do not hesitate to call me at 502/639-7779.

Sincerely,  
**Waste Management of Kentucky, LLC**  
*Mike Hext*  
**Industrial Sales Manager**

New Albany Wastewater Utility Bio Solids Disposal

Contractor	\$ /Ton	Estimated Tons Hauled	Total Disposal Cost	Hauling Cost/Load	Total Cost/Load
Clark/Floyd 2016	19.00	18	\$342.00	243	\$585.00
2017	22.00	18	\$396.00	243	\$639.00
2018	24.00	18	\$432.00	243	\$675.00
2019	26.00	18	\$468.00	243	\$711.00
Waste Management					
2016	18.35	18	330.00	243	\$573.30
2016	24.15	18	\$434.70	0	\$434.70