



**HUNTERTOWN UTILITY BOARD
MEETING AGENDA
Monday, December 15, 2025, 5:00 p.m.
Huntertown Town Hall, 15617 Lima Road**

Call to order with Pledge of Allegiance

Approval of Minutes

- December 1, 2025

New Business

- Attorney/Engineer RFP Selection/interview
- Broad Acres force main oversizing quote
- Employee advancement in Alliance of Indiana Rural Water Apprenticeship Program

Old Business

- IBK Compact Mainlite HD quote – Brown Equipment

Reports:

Hannah Walker – Town Manager

Ryan Schwab - Clerk Treasurer

Derek Frederickson – Engineering Resources

David Hawk – Hawk Haynie Kammeyer & Smith

Open Floor for Public Comment – Please keep comments to 3 minutes.

Adjournment

**Next Meeting of the Huntertown Utility Service Board is Monday, January 5, 2026, at 5 p.m.
Meeting can be streamed online at www.youtube.com/@TownofHuntertownIndiana**

Utility Board Member appointments

Anthony Ramey 3-year term expiring 12/31/2025

Town Council Executive appointee

Michael Stamets 3-year term expiring 12/31/2026

Town Council appointee

Dan Roy 3-year term expiring 12/31/2027

Town Council Executive appointee

Please Note: Agenda items listed are those reasonably anticipated and may be discussed at the meeting. Not all items listed may necessarily be discussed and there may be other items not listed that may be brought up for discussion.

RFP Scoring Tabulation Sheet

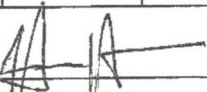
Version 6-29-21 - LPA

RFP Scoring Tabulation for: Huntertown Town Attorney Request for Proposals

	Member 1 (enter name below) Mike Aker	Member 2 (enter name below) Pat Freck	Member 3 (enter name below) Brad Hite	Member 4 (enter name below) Tina McDonald	Member 5 (enter name below) Brandon Seifert	Member 6 (enter name below) Tony Ramey	Member 7 (enter name below) Dan Roy	Member 8 (enter name below) Mike Stamets	Member 9 (enter name below) Ryan Schwab		
Attorneys/Firms (list firms below and enter each Members score under their name)										Weighted Scores Total	Ranking
David Hawk (Hawk, Haynie Kammeyer & Smith, LLP)	85	135	100	0	-90	150	150	130	150	810	1
Adam Henry (Beers Mallers, LLP)	15	50	85	0	55	120	0	100	135	560	2
										0	
										0	
										0	
										0	
										0	
										0	
										0	
										0	

Town Manager Signature:

Date:


12-4-2025

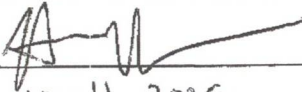
RFP Scoring Tabulation Sheet

Version 6-29-21 - LPA

RFP Scoring Tabulation for: Huntertown Town Engineer Request for Proposals

	Member 1 (enter name below) Mike Aker	Member 2 (enter name below) Pat Freck	Member 3 (enter name below) Brad Hite	Member 4 (enter name below) Tina McDonald	Member 5 (enter name below) Brandon Seifert	Member 6 (enter name below) Tony Ramey	Member 7 (enter name below) Dan Roy	Member 8 (enter name below) Mike Stamets	Member 9 (enter name below) Ryan Schwab		
Engineering Firms (list firms below and enter each Members score under their name)										Weighted Scores Total	Ranking
OHM	50	15	0	95	100	100	0	30	135	525	3
ERI	135	135	150	150	-90	150	150	150	150	1080	1
VS Engineering	50	15	0	105	65	90	0	45	120	490	4
Abonmarche	15	35	0	135	85	100	0	70	135	575	2
										0	
										0	
										0	
										0	
										0	
										0	

Town Manger Signature:



Date:

12-4-2025



Fox Contractors Corp.

www.foxcontractors.com

5430 W. Ferguson Road • Fort Wayne, Indiana 46809-9612

Ft. Wayne (260) 747-7461 • Fax (260) 747-7717

Whitestown (317) 769-6291 • Fax (317) 769-6294

October 21, 2025

North Eastern Development Corp.
1080 La Cabreah Lane
Fort Wayne, IN 46845

Project: Huntertown Regional Force Main

16" Vs. 18" OVS Outfall Leg to Head Works

Gentlemen,

Please see below:

705' 16" DR 11 @ \$135.00 LF	\$ 95,175.00
2-16" X 12" Fittings @ \$1,646.00 EA.	\$ 3,292.00
8-16" Fittings Horiz.-Vert. 1,646.00 EA.	\$ 13,168.00
16" Connection to Existing Head Works	<u>\$ 14,386.00</u>
16" BASE BID TOTAL	\$126,021.00
705' 18" DR11 @ \$192.00 LF	\$135,360.00
2-18"x12" Fittings @2,149.00 EA.	\$ 4,298.00
8-18" Fittings Horiz.-Vert.@2,149.00 EA.	\$ 17,192.00
18" Connection to Existing Head Works	<u>\$ 21,256.00</u>
18" ALTERNATE TOTAL	\$178,106.00
TOTAL OVS 16" VS. 18"	\$52,085.00

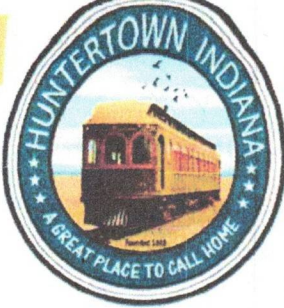
NRWA Apprenticeship Program Transcripts

Shellman, Dillon - Wastewater System Operation Specialist - IN

Related Technical Instruction

COURSE	DATE	HOURS	SCORE
811 Safe Dig Indiana	9/18/2025	5	
Aerobic and Anerobic Digestion	4/15/2025	3	
Alliance North Expo	5/22/2025	4	
Alliance One Day Training Courses	11/19/2024 - 5/1/2025	8	
Anti-Harassment	1/21/2025	1	
Applied Confined Space	1/28/2025	5	
Apprentice Orientation	1/10/2025	3	
Basics of Stabilization Ponds	1/14/2025	3	
Core Curriculum - WW Group 1	1/21/2025 - 6/24/2025	45	
Core Curriculum - WW Group 2	7/23/2025 - 12/31/2025	35	
First Aid / CPR / AED Training	2/18/2025	5	
Outfall to Intake & Surface Water Treatment	1/22/2025	3	
Pretreatment for FOG	5/1/2025	5	
Pump and Motor Maintenance	8/19/2025	10	
Using Clarifiers	7/22/2025	5	

Wastewater Disinfection	7/31/2025	5
Wastewater Rules, Regulations, and Responsibilities	2/5/2025	3
Wastewater: Preliminary Treatment	7/29/2025	5
Water Utility Safety	1/31/2025	10
Total		163



TOWN OF HUNTERTOWN

15617 Lima Road ★ P.O. Box 95 ★ Huntertown, IN 46748

Phone: (260) 637-5058 ★ Fax: (260) 637-5891

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 0 day of January 2025 between the Town of Huntertown Utility Service Board ("USB") and Dillon Shellman ("Employee").

Purpose:

This MOU defines the responsibilities between the USB and the Employee regarding the Wastewater Systems Operations Certified Apprenticeship Program, sponsored by the Alliance of Indiana Rural Water.

Intent of Apprenticeship:

To allow Employee to become a successful and licensed Wastewater Plant Systems Operator.

Job Title and Classification:

Certified Wastewater Plant Systems Operator.

Terms of Apprenticeship:

The term of occupation is two (2) years with an OJT (on-the-job training) attainment of approximately 4,000 hours, and 288 RTI hours (related technical training). The apprentice must pass the IDEM certification exam at the end of the program.

Wage Schedule:

Period	Duration (Hours)	Wage (Hourly)
1st	Start	\$22.57
2nd	1000 OJT + 72 RTI	\$23.50
3rd	2000 OJT + 144 RTI	\$24.44
4th	3000 OJT + 216 RTI	\$25.38
End Wage	4000 Hours + 288 RTI & PASS EXAM	\$26.31 wage at completion

According to program standards and as required by the United States Department of Labor, all employees enrolled in an Apprenticeship Program shall be paid a progressively increasing schedule of wages (29 CFR § 29.5(b)(4)) as outlined in the wage schedule above. Advancement requirements for each period include completion of 1,000 hours of OJT (on-the-job training), completion of the identified curriculum, completion of specified RTI (related technical instruction) hours, and a satisfactory evaluation from the mentor and program sponsor.

Employment Following Completion of Classes Approved by the Town Council:

The Employee is required to sign the Employment Agreement authorized by Town Council Resolution 2023-024 (approved Oct. 2, 2023), which requires, among other things:

- (1) For the duration of the employment, a license holder will use the town recognized license for the exclusive benefit of Huntertown Utilities; and
- (2) Employee acknowledges that they will remain in the Exclusive Employment of the Town of Huntertown for a period of three (3) years following the completion of any license related class paid for by the town. If employee leaves the Town of Huntertown/Huntertown Utilities within three (3) years from the date of class completion, they shall reimburse the town for all costs associated with the classes and obtaining the license. The amount reimbursement shall be prorated as follows: Leaving at any time during the first year following class is 100%. Leaving at any time during the second year following class is 75%. Leaving at any time during the third year following class is 50%.

Reports to:


Wastewater Superintendent (Mentor)

Standards of Apprenticeship:

The standards of this apprenticeship were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor (Alliance of Indiana Rural Water) can work to establish an apprenticeship training program that meets the particular needs of the area.

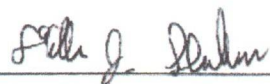
This apprenticeship program, Memorandum of Understanding, and pay schedule is hereby approved by the Huntertown Utility Service Board.


Approved by:


Tony Ramey, President


Dan Roy, Member


Mike Stamets, Member


Dillon Shellman, Employee

ATTEST:

Ryan Schwab, Clerk-Treasurer



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q16227
10/13/2025

Bill To	Ship To	TOTAL
HUNTERTOWN STREET DEPT. P O BOX 95 HUNTERTOWN IN 46748 United States	HUNTERTOWN STREET DEPT. P O BOX 95 HUNTERTOWN IN 46748 United States	\$112,334.12
		Sales Rep: Dave Bruder

Expires	PO #	Quote Information	Shipping Method	
11/12/2025		IBAK QUOTE # 33722 & 33723		
Item	Description	Qty	Price	Extended Price
IBK-COMPACT-MAINLITE-HD	IBAK MAINLITE T66 WITH MINLITE ORION PUSH CAMERA	1	\$112,334.12	\$112,334.12
	SOURCEWELL PRICING			
	SEE ATTACHED IBAK QUOTE #33723FOR ADDITIONAL DETAILS			

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Subtotal	\$112,334.12
Tax (0%)	\$0.00
Total	\$112,334.12

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Your Premier Source for Reliable Equipment

Proposal

#33723

10/10/2025

A Personally Prepared Proposal For:

Town of Huntertown
15617 Lima Rd
Huntertown IN 46748
United States

About Brown Equipment Company

Downtime is a killer in the industrial equipment world. In 1968, that's what motivated Ralph E. Brown to found BEC.

Starting with the groundbreaking Porta-Patcher, we've spent over five decades dedicated to minimizing downtime and maximizing productivity for our clients. Today, BEC is more than just a dealership; we're a partner providing comprehensive equipment solutions and expert service across the United States and Canada. We're proud to work with leading manufacturers such as RapidView IBAK, but what truly drives us is seeing our customers succeed.

Don't Let Ineffective Equipment Cost You Time and Money

When equipment fails, your business suffers. We provide reliable solutions and dedicated support to keep you on the job.

Reliable Solutions for Every Job

At Brown Equipment, we're more than just a supplier; we're your trusted partner. Our 55+ years of experience provide us with the insights needed to recommend equipment that ensures your operations run without a hitch. We prioritize building strong relationships with our customers, allowing us to provide service that goes beyond the sale.

Find the Perfect Equipment for Your Needs

We offer a wide range of equipment available for both purchase and rental, providing flexible solutions for any project length. Our experienced team is ready to help you select the right machinery to ensure efficient and smooth operations, making your investment in quality and service a seamless experience.



High Quality + High-Def Inspection - Don't settle for low quality when you can capture crisp, clear images and video footage! IBAK camera provide considerably less distortion and higher image quality in both standard definition and HD. This in turn, leads to more accurate inspections and allows you to make more informed decisions regarding rehabilitation and maintenance of underground infrastructure.



Durable Equipment = Less Downtime and Repairs - Our inspection systems are designed with durability in mind. With proper maintenance, our systems pull longer distances and have a longer average life-span due to the dense materials we build our systems with.



Premier Service And After Sales Support - Our knowledge and professionally trained staff provide our customers with the best after-sale service in the industry. We offer extremely quick turn around times on repairs thanks to our modern case management systems, state-of-the-art diagnostic tools, and an intelligent inventory control system with over \$8 million in spare parts.



Synchronized Cable Reels - With a fully synchronized cable reel, all the slack in the cable is removed before any power is sent to the crawler, preventing you from running over your cable and causing any damage when backing out of a pipe.



Dual-Axis Cable Connector - A multi-directional connector that can withstand up to 2000 lbs. of force, and allows there to be no tension on the cable where it connects to the back of the tractor.



High Power LED Lighting - All IBAK cameras are equipped with bright LED lights, allowing you to see all joints, gaps and cracks without obscuring shadows.



ATC (Auto Tilt Compensation) - A built-in sensor that recognizes when the tractor begins to climb the pipe wall and automatically steers the tractor back to the center of the pipe, dramatically reducing the chances of flipping over during operation.



Ergonomic Design - All IBAK equipment is designed with the operator in mind, ensuring that all of our equipment is easy to learn and operate, providing you with faster results and less stress.



ISO Manufacturing Standards - For over 75 years, IBAK has taken pride in the highest quality manufacturing standards. Today, all IBAK systems are manufactured to meet the requirements of international standards DIN EN ISO9001 :2015 and DIN EN ISO 14001 :2015.



Research And Development Industry Leaders Of Innovation - As the worlds oldest and largest pipeline inspection manufacturer, IBAK was first to implement nearly every technical advancement in the industry. This tradition of innovation continues today with over 15% of the company devoted to full-time research and development of tomorrow's technologies.



Brown Equipment Company
Five Locations In Indiana,
Ohio, Michigan, and Kentucky
(800) 747-2312
www.brownequipment.net

Proposal

#33723

10/10/2025

Bill To

Brown Equipment Company
2501 South Kentucky Ave
Evansville IN 47714
United States

Ship To

Town of Huntertown
15617 Lima Rd
Huntertown IN 46748
United States

TOTAL

Enter Price

Expires: **11/9/2025**

Memo / Comments**Sales Representative**

Melton, James A

Item Number / Description**Image****V8045098**

MiniLite 3 HD Frame and Power Supply

- * Basic frame for MiniLite 3 HD systems
 - * Does not include Exchangeable drum, cable, controller, or camera
 - * Includes 2 rechargeable batteries and charger
 - * Includes 313200498 tool kit
 - * Foot brace is no longer recommended, or included.
 - * New design with bottom-loading cable for more stability.
 - * New positionable pushrod guide on frame which reduces wear and abrasion.
 - * New brake positioned for ease of use.
- Sourcewell

V8045107

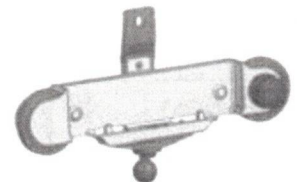
MiniLite 3 HD Replaceable Drum

- * Includes 260 feet / 80m of HD Perfect Pushrod
 - * Easily replace pushrod drum on MiniLite 3 HD system.
 - * Includes built in 512 Hz transmitter
- Sourcewell

V8045202

BP3 MiniLite Docking Station for BP3 Control Rugged Tablet

- * For MiniLite 3 HD
 - * Durable aluminum construction
 - * Locking mechanism for mounting on MiniLite frame
 - * Includes 1 joystick for camera control
 - * Requires BP3 Control Rugged Tablet V4017014
- Sourcewell

**V4017014**

BP 3 Control Rugged Tablet

- * For control of MiniLite 3 HD and MainLite 2 HD
 - * Daylight readable screen
 - * 12" high-resolution touch-screen
 - * Windows operating system with 512GB hard drive
 - * Includes Bluetooth, Wi-Fi and USB port
 - * Integrated front and rear cameras
 - * Includes IKAS Recorder
 - * Includes rigid handle for tablet
 - * Requires BP3 Docking Station
- Sourcewell





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www.brownequipment.net

Proposal

#33723

10/10/2025

Item Number / Description	Image
901601040 Pressure Test Set Sourcewell	
V0494050 ORION 3.0 Zoom HD/SD Adaptive PAN & TILT CAMERA * Pan, Tilt and Zoom for 4" and up * May be used on tractor or pushrod * Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate * High resolution and superior picture quality * Laser diameter, deformation, defect and object measurement (third party software required - not included) Sourcewell	
Extended Discount Extended Discount Minilite promotion	
Subtotal	
V8045203 BP3 MainLite Docking Station V2 for BP3 Control Rugged Tablet * For MainLite 2 HD * Durable aluminum construction * Locking mechanism for mounting on MainLite frame * Includes 2 joystick for camera and tractor control * Requires BP3 Control Rugged Tablet V4017014 Sourcewell	
V8046011 KW207 HD Cable Drum + boom - Powered cable drum holds 656 ft. / 200 m of cable (sold separately) - Automatic level wind assembly - Integrated power electronics and digital length counter - Swivel boom for mounting in front of the cable winch or onto the mobile rack - Cable cleaning brush - for operation with BP 3 Docking Station V2 and Rugged Tablet Sourcewell	
80073500 Camera Cable Type 00/13/FO HD 656ft - for cable winch KW 207 - terminated with connector Sourcewell	


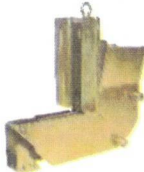

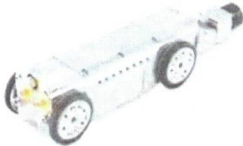




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Proposal

#33723

10/10/2025

Item Number / Description	Image
V8046013 Mobile Rack for KW207 -To mount the KW207 in rack with wheels/seat -Includes Adapter C-Ball and C-Ball Holder, Long(230mm) to mount Docking Station V2 of the BP3 Control Panel Sourcewell	
904350020 Cable Deflection Pulley KUV 2.7 with rope and holder (50ft of rope) Sourcewell	
900300130 Cable Deflection KUV3 *Upper manhole deflection unit *Protects cable during remote setups Sourcewell	
V9052009 T66.1 HD Camera Tractor * For use with HD camera cable/systems * For camera operation in pipelines 4" and larger * Zero turn radius, full steering with ATC (Automatic Tilt Compensation) * Incl. test adapter, tool set and lowering claw. * Includes 4", 6" and 8" wheelsets * REQUIRES Camera Connection (Sold Separately) Sourcewell	
V9052021 Camera Connection Type 2-8 SD/HD for SD cameras and ORION 3 (SD or HD modes) * Solid front connector for camera on T66.1 HD or T66.1 * Accepts Standard Definition cameras (ORION, NANO) and the ORION 3 SD/HD Camera. * If used on a T66.1 HD the ORION 3 will operate in HD mode. Sourcewell	
905211031 Additional Weight for T66 * For 6" and up * Light and heavy weights included * Additional weight = additional traction = greater distance Sourcewell	


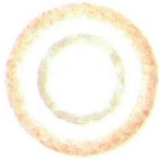
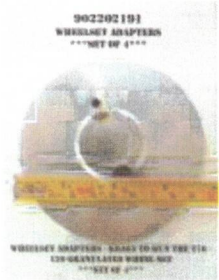



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Proposal

#33723

10/10/2025

Item Number / Description	Image
905216791 High-Traction Tungsten Carbide Wheels for 8" and up * For use with T66 for 8" and up * For use with PANO 150 Tractors for 10" and up. * Large Grit **Comes With 12 Each, 6001562 M5x20 Countersunk Torx, 6001043 M5x25 Cheese Head and 6000081 A5.3 Flat Washers** Sourcewell	
905215991 High-Traction Tungsten Carbide Wheels for 6" and up * For use with T66 and PANO 150 Tractors * Large Grit (((Uses Countersunk Screw 6001541))) Sourcewell	
902202191 Wheelset Adapters T66 to T76 Sourcewell	
900410891 T76 RAD 150 Complete Treaded Wheelset for 12" And Up (Brown / Hard) - For 10" and up on a T66 Sourcewell	
6000125 ***Socket Head Screw M6x45***	
Subtotal	



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www.brownequipment.net

Proposal

#33723

10/10/2025

Item Number / Description

Image

Training - 2Day Equipment Training

Standard (2) day training at customer's location.

* Includes review of operation and maintenance of supplied equipment.

* Training is no charge at RapidView facility in Rochester, Indiana.

* RapidView is not responsible for damage incurred that was not a direct result of our trainer's actions.

Sourcewell



This proposal was prepared by RapidView, LLC on behalf of Jet-Vac Equipment Company, LLC. Images are for depiction only and may not be actual product. Prices above do not include shipping, packaging, or handling unless specifically noted. This proposal is valid 30 days from the date of the proposal unless noted above. All prices are subject to change. Delivery times vary. If you have any questions concerning this proposal, please contact your sales representative for any clarifications. [Terms & Conditions](#) [\(click to follow link\)](#)

Sourcewell 
Contract #120721-RVL

Signature

Date

Purchase Order #

RapidView Warranty Policy

Description of warranty rights

From the date of delivery through the applicable warranty period, RapidView, LLC will, at its option, repair or replace free of charge any warranted item, which is proven to RapidView, LLC's reasonable satisfaction to be defective. All warranty inspections and warranty repairs must be performed by approved RapidView, LLC Authorized Service Centers. For the name of the Service Center nearest you, please call or write to:

RapidView, LLC, 1828 W. Olson Rd. Rochester, IN 46975, 574-224-5426

IBAK Video Inspection equipment warranty period is 1 year. Other manufacturer's warranties apply on items not manufactured by IBAK or RapidView, LLC.

Conditions to warranty service

For this warranty to become effective, the following requirements must be met:

1. Any postage, insurance and shipping charges of warranted items to a RapidView, LLC Authorized Service Center must be prepaid by the purchaser, and these costs are not included under this warranty.
2. The purchaser must be able to provide proof of the original purchase from RapidView, LLC or one of its accredited sales distributors or agents if requested.

Exclusions from the warranty

This warranty does not apply to any loss or damages resulting from: (i) normal wear and tear; (ii) alteration, misuse, abuse, or improper installation, operation or maintenance by purchaser or any third party; (iii) accident, fire, flood, or Acts of God; or (iv) inaccurate or incomplete information or data supplied or approved by purchaser. By way of example, without limitation, the warranty does not cover the specific conditions described below:

1. Equipment which has been damaged due to:
 - Connection to incorrect line voltages.
 - Use of incorrect fuses.
 - Use in contravention of operating instructions.
 - Improper or unauthorized repairs.
2. Damage to warranted items sustained in shipment to purchaser.
3. Equipment that has had any of its identification, instructional or "sealing" labels removed or tampered with.
4. Any unit that has had its serial number altered, defaced or removed.

RapidView, LLC will not be responsible for any changes, modifications or repairs, either in cost or consequence, made by personnel not authorized by RapidView, LLC.

RapidView, LLC will not be responsible for the loss of or damage to equipment while in the possession of any authorized or unauthorized service agency.

RapidView, LLC reserves the right to make changes in design and improvements upon its products without assuming any obligation to install such changes upon any of its products previously manufactured.



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q16227
10/13/2025

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES INCLUDING ANY TARIFFS THAT MAY ARISE. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q16227
10/13/2025

TERMS AND CONDITIONS

1. ACCEPTANCE. This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. PASSAGE OF TITLE. Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

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Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

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8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

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19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Name(Printed)

Signature

Title

Date

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