



# TriCo Regional Sewer Utility

www.TriCo.eco Phone (317) 844-9200 Fax (317) 844-9203

## Board of Trustees

### President

Carl Mills  
Jan 2022-Dec 2025 Clay  
Township Trustee  
Appointment

### Vice President

Jeff Kimbell  
Jan 2023-Dec 2026 Clay  
Township Trustee  
Appointment

### Treasurer

Jane Merrill  
Jan 2022-Dec 2025  
Hamilton County  
Commissioners  
Appointment

### Secretary

Michael McDonald  
Jan 2024-Dec 2027  
Mayor of Carmel  
Appointment

### Members

Steve Pittman  
Jan 2024-Dec 2027 Clay  
Township Trustee  
Appointment

Jeff Hill  
Jan 2024-Dec 2027 Clay  
Township Trustee  
Appointment

Amanda Foley  
Jan 2025-Dec 2028  
Hamilton County Council  
Appointment

Eric Hand  
Jan 2025-Dec 2028  
Boone County  
Commissioners/Zionsville  
Appointment

Loren Matthes  
Jan 2025-Dec 2028 Clay  
Township Trustee  
Appointment

## PERSONNELL & BENEFITS COMMITTEE MEETING

Wednesday, June 25, 2025, at 7:30 a.m.  
7236 Mayflower Park Drive, Zionsville, IN 46077

## AGENDA

1. Roll Call
2. Public Comment
3. Safety Report
4. HCRUD Agreement
5. Other Business
6. Adjourn

Next Scheduled Meeting: Wednesday, July 23, 2025 @ 7:30 a.m.

7236 Mayflower Park Drive, Zionsville, IN 46077



## MEMORANDUM

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**To:** P&B Committee  
**From:** Loren Prange  
**Date:** June 18, 2025  
**Subject:** Safety Update

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As of June 18th, we're proud to report an impressive 1,233 days without a lost-time accident — great job, everyone!

This month's training focused on PPE, Ergonomics and Hearing Conservation completed on June 2<sup>nd</sup>, 2025, in partnership with Creekside Safety.

Loren represented our team at the monthly IWEA Safety Committee meeting.

Our safety team also represented TriCo at this year's IWEA Operators Challenge, where we set up and judged the safety event. The challenge was a hands-on safety practical that required teams to disassemble a bench grinder, inspect and replace a damaged grinding wheel, and reassemble the unit. Teams had 20 minutes to lockout/tagout the equipment, perform a ring test on the wheel, and complete the task while following all safety protocols. We're proud to share that the TriCo team placed second in this event!

Our team continues to use Ving for weekly online safety training. As a group, we've completed 138 assignments to date.

Lastly, we received our new air monitor, which will replace our older, outdated model — another great step forward in keeping our team safe and equipped.

**Agreement for Management and Wastewater Operator Services**

Between

Hamilton County Regional Utility District  
Hamilton County, Indiana

&

TriCo REGIONAL SEWER UTILITY  
Zionsville, Indiana

Management and Operation of the  
Wastewater Collection and Treatment Systems

for the

Hamilton County Regional Utility District

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## AGREEMENT FOR MANAGEMENT AND WASTEWATER OPERATOR SERVICES

Between the

**Hamilton County Regional Utility District**

Hamilton County, Indiana

&

**TriCo Regional Sewer Utility**

Zionsville, Indiana

### **Management and Operation of the Wastewater Collection and Treatment System**

for the

**Hamilton County Regional Utility District**

This Agreement for Management and Wastewater Operator Services ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Hamilton County Regional Utility District, Hamilton County, Indiana, with principal offices located at 1 Hamilton Square, Suite 157, Noblesville, Indiana 46060 ("HCRUD"), and TriCo Regional Sewer Utility, with its Indiana office located at 7236 Mayflower Park Drive, Zionsville, Indiana 46077 ("TriCo") (individually, HCRUD and TriCo will be referred to as a "Party" and collectively as "Parties").

### RECITALS

A. HCRUD is constructing, and will thereafter own and operate, a wastewater treatment plant, collection system, lift stations, and related facilities ("Facilities").

B. HCRUD is an Indiana regional sewer and water district that was created by a final administrative order of the Indiana Department of Environmental Management ("IDEM") with the authority to serve a specific territory in certain areas of Hamilton County, Indiana.

~~B.C.~~ TriCo is an Indiana regional sewer and water district that was created by a final administrative order of IDEM with the authority to serve territories designated in areas within Hamilton, Boone and Marion Counties in Indiana.

~~C.D.~~ HCRUD intends to use the Facilities to provide service to its IDEM-authorized service territory.

~~D.E.~~ HCRUD seeks to retain a third party to manage and operate the Facilities and TriCo is willing to provide such services consistent with the terms and conditions set forth in this Agreement.

~~E.F.~~ HCRUD and TriCo desire to enter into a three (3) year agreement for TriCo to manage and operate the Facilities.

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NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCRUD and TriCo agree as follows:

## **I. TERM & TERMINATION**

### **A. EFFECTIVE DATE**

This Agreement shall be effective as of \_\_\_\_\_, 2025.

### **B. DURATION OF AGREEMENT & AGREEMENT RENEWAL**

~~The term of t~~This Agreement is three (3) years and shall be effective through \_\_\_\_\_, 2028.

### **C. ~~TERMINATION OF AGREEMENT~~**

~~1. Either party may terminate this Agreement upon six (6) months prior written notice, with or without cause.~~

~~2.1. HCRUD may terminate this Agreement effective forty eight (48) hours after HCRUD gives written or actual notice to TriCo or TriCo's on site management representative if HCRUD or other public or private property or person suffers significant damage (defined as in excess of \$50,000) as the result of TriCo's negligent, intentional, or other breach of its duties to perform under this Agreement or TriCo's tortious conduct in carrying out this Agreement.~~

~~3.1. In the event of termination under Subsection 1, TriCo will continue to faithfully perform the Agreement until the date the termination is effective.~~

## **II. SCOPE OF SERVICES**

In general, TriCo shall manage the Facilities; manage TriCo's employees in performing operations; seek to achieve compliance with environmental and other regulatory laws applicable to the systems; and report to HCRUD regularly on the status of such activities. Good industry practices shall be utilized and TriCo staff shall operate and manage HCRUD facilities with the same level of skill and cares as staff operate and manage TriCo's own facilities.

The policy-making and governmental functions relating to the Facilities shall remain fully vested with and under the exclusive control of HCRUD. HCRUD's functions shall include, but not be limited to, making decisions regarding significant capital requirements for the Facilities (i.e., improvements, repairs, etc.); changes of treatment processes; enacting or recommending necessary and appropriate ordinances; approving all major contracting for services or goods; responsibility for regulations regarding environmental regulatory compliance through agencies such as IDEM or any other agency that may govern the functions of the Facilities, funding, and the like; and any other significant policy or financial decisions regarding the systems. In the event of any questions about possible implications or consequences of an operational decision falling under HCRUD's policy-making or governmental functions, TriCo shall consult HCRUD about actions that may be necessary under this paragraph. However, in all events, the matter shall be deemed within the oversight and policy and financial function of HCRUD and HCRUD's decision in the matter shall

in all events be controlling. Provided however in no event shall treatment operations be dictated by HCRUD that risk TriCo staffs' licensure or disregard staffs' professional judgment. In the event any HCRUD decision on treatment process or regulatory compliance is made that the TriCo supplied licensed operator, in his or her professional judgment, is not able to agree to, then and in that event TriCo reserves the right to terminate the agreement with forty eight (48) hours' notice.

Without limiting the generality of the foregoing, the following is a list of specific contractual services to be performed by TriCo under this Agreement:

- A. Provide management, supervision, and certified personnel necessary to conduct the management of operations and maintenance of the Facilities. Maintenance is defined as maintenance which is necessary and appropriate to keep the Facilities functioning to a consistently high standard over the useful lives of such equipment, but shall exclude parts, shipping, and outside Agreement services.
- B. Provide all required laboratory testing.
- C. Provide all efforts to ensure compliance with HCRUD's National Pollutant Discharge Elimination System ("NPDES") permit and respond to any environmental regulatory concerns in a timely and responsive manner.
- D. Receive monthly meter data from HCRUD, prepare monthly bills for water and sewer customers, receive payments from customers, and transmit all collections and balance tracking/reconciliations to HCRUD monthly. If HCRUD determines during the term of this Agreement to conduct these activities, TriCo shall be given three (3) months notice before the switch-over and shall work collaboratively with HCRUD to transmit all financial files and information needed and/or requested by HCRUD to enable a seamless billing transfer.
- E. Prepare necessary management reports as required by HCRUD. "Management reports" shall include monthly and other periodic reports of all the operations of the Facilities and any necessary written and oral explanation thereto. TriCo will attend board meetings as requested by HCRUD.
- F. Prepare draft budgets for HCRUD as follows:
  - 1. Prepare annual operation and maintenance budgets and submit and review such budgets with HCRUD.
  - 2. Prepare and submit annual capital improvement and equipment budgets for review with HCRUD.
- G. Prepare such other routine, periodic reports, which may be required from time to time by IDEM and Environmental Protection Agency ("EPA") (excluding any significant studies such as facilities planning, regional planning, preliminary engineering reports, toxicity reduction evaluation, pretreatment programs, or the like).



H. Development of tests or operation procedures as required by present and/or future IDEM and EPA rules and regulations, applicable permits, and any administration orders which might be issued by IDEM and EPA or as may be ordered by any court or agency having jurisdiction over HCRUD.

I. Review and advise HCRUD of newly enacted IDEM and EPA programs and how such programs would apply to HCRUD.

J. Provide training for TriCo personnel in areas of operations, maintenance, safety, supervisory skills, laboratory, and energy management. A proper safety and security program shall be jointly developed and implemented by ~~TriCo~~ TriCo and HCRUD, and all portions of that program shall be adhered to by TriCo, HCRUD, and County staff, as well as all persons and vendors accessing the Facilities.

K. Prior to the Commencement of Operations, TriCo and HCRUD shall jointly develop an Emergency Response Plan. The plan will conform to applicable laws, regulations, best practices and industry standards. TriCo will provide employees ready to address emergencies in an expeditious manner.

If TriCo knows or becomes aware of any emergency arising out of the operation, management, repair or maintenance of the Facilities that threatens or may threaten public health, safety or welfare or the integrity of the Facilities, or other land in close proximity or adjacent thereto, which by its nature requires an immediate or emergency response, TriCo shall immediately:

- i. take all necessary and appropriate corrective, mitigation, notification and monitoring actions required by applicable law;
- ii. implement the Emergency Response Plan;
- iii. notify the HCRUD orally of the Emergency as soon as possible, followed by a written confirmation of such notice delivered to the HCRUD within 24 hours; and
- iv. make such necessary and reasonable expenditures to comply with its obligations.

To the extent TriCo makes expenditures pursuant to correct, mitigate or avoid an emergency, and so long as and to the extent such emergency results from an uncontrollable circumstance or does not result from TriCo's failure to properly perform the services or comply with this agreement, HCRUD shall reimburse TriCo for all expenditures.

~~J.L.~~ Unless otherwise agreed in writing, outside services contracted for, from time to time, by HCRUD, shall be supervised and controlled by HCRUD and TriCo's role shall be limited to providing periodic suggestions concerning future improvements in the nature or scope of the contracted services that might be beneficial to HCRUD. If TriCo acquires actual knowledge of a deficiency, error, or omission by the outside contractor in the performance of the contracted services, TriCo agrees to bring such matters to the attention of HCRUD.

~~K.M.~~ TriCo will maintain billing and other records in accordance with the requirements of the State Board of Accounts.

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L.N. The services to be performed by Trico are described in more detail in Exhibit 1, attached to this Agreement.

### III. OWNER FUNCTIONS

HCRUD shall exercise the following functions relative to the Facilities:

- A. All policy decisions regarding level or kind of treatment, water pollution control, or other regulatory standards. Again, however, TriCo staff shall not be obligated to take any action that jeopardizes his or her licensure, and not to take actions that interfere with the exercise of his or her professional judgment.
- B. All questions of capital improvements or treatment or control strategies as they may affect the relative requirement for labor or capital.
- C. All contracting and subcontracting by HCRUD or by TriCo on behalf of HCRUD must be approved by HCRUD. Such approvals may be general or blanket in nature for purchases of supplies or services below a specified monetary amount.
- D. All policy questions about customer relations, including, but not limited to, billing or service disputes and pretreatment requirements.
- E. All enactment of ordinances, rules, and regulations relating to the Facilities and any enforcement thereof.
- F. All applications, operations, requests for action, hearing, and modifications that may be filed with IDEM, EPA, the Department of Natural Resources (“DNR”), or any other regulatory body.
- G. Any intergovernmental services or agreements.
- H. The determination of the budget for the Facilities, except that the budget must include and provide for the payment of compensation to TriCo as herein provided.
- I. HCRUD may direct TriCo to adjust specific strategies for water pollution control in response to regulatory concern or administrative or court order. In such events, TriCo agrees to promptly follow such instructions, notwithstanding that TriCo may in good faith question whether its actions in following such instructions fall within the scope of this Agreement. Such disputes, if any, shall be resolved pursuant to Section V, paragraph D, below entitled “Dispute Resolution”, but such matters will not be cause for TriCo to delay carrying out HCRUD’s instructions. Provided, however, in no event shall TriCo staff be required to take any action that may jeopardize his or her licensure or interfere with the exercise of professional judgment. If there is more than one option to proceed and HCRUD simply wishes to choose option A rather than B as recommended by TriCo then and in that

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event TriCo shall proceed as directed. TriCo prides itself on the record it has built and does not and will not agree to treat, even under this agreement, to the lowest standard allowed.

- J. HCRUD shall supervise and control TriCo's performance of this Agreement by reviewing TriCo's reports and activities and monitoring performance with such frequency and methods as HCRUD may, in its sole discretion, determine.

#### **IV. COMPENSATION**

##### **A. TriCo - Compensation and Related Procedure**

In consideration of the TriCo scope of services described herein (and Exhibit 1), and in consideration of all other terms and conditions of this Agreement, HCRUD shall compensate TriCo as follows:

1. At all times hereunder, TriCo shall be financially responsible for all direct labor costs, indirect labor costs, and operational costs for TriCo employees and TriCo business.
2. Each month, TriCo shall bill HCRUD a fee based upon the allocated fixed costs, equipment use costs, and time and materials, incurred in performing the services the previous month, and billed in accordance with the Fee Schedule in Exhibit 2. HCRUD shall review and pay all undisputed invoice amounts within thirty (30) days of receipt.
3. TriCo shall not seek, and HCRUD will not pay, any additional amounts unless HCRUD approves the additional compensation in writing.
4. Unless approved in writing, TriCo's total fee shall not exceed Eight Hundred Six Thousand Dollars (\$806,000.00) per calendar year.

##### **B. HCRUD - Payment of HCRUDs Employees**

If HCRUD hires or retains any employees, HCRUD shall be solely responsible and liable for the payment of all labor costs, direct and indirect, as to all HCRUD employees (but not any TriCo employees). Employees and other service providers of HCRUD shall not be deemed to be employees of TriCo for any purpose. The Parties agree that TriCo is not and shall not be considered to be a joint employer of any HCRUD employees, agents, or workers for any purpose, including, but not limited to, any liability for direct or indirect labor costs, employee benefits, Worker's Compensation coverage, or unemployment insurance for such employees and service providers of HCRUD.

##### **C. Renegotiation of Agreement**

If the TriCo scope of services is required to change, such change must result from a mutual agreement of the Parties or necessitated by acts, deeds, or circumstances beyond the control

of TriCo. For purposes of this Agreement, acts, deeds, or circumstances beyond the control of Trico, may include the following:

1. Acts of God, floods, unforeseen emergencies, or other events of force majeure that make TriCo's performance as contemplated herein ~~impractical~~impractical.
2. Agreement of both parties to expand the scope of services to be provided; or
3. Significant changes in flows or characteristics of influent or effluent, the anticipated number of users of the Facilities, or mandates from DNR, EPA, IDEM, or other applicable rules and regulations, provided such changes are unforeseen and substantially change the nature of operational responsibility for the Facilities in a cost effective and environmentally sound matter;

If such a change occurs, then TriCo and HCRUD shall either:

1. Immediately renegotiate the scope of services and TriCo's compensation relating to such change in circumstances; or
2. HCRUD and/or TriCo may declare this Agreement terminated in its entirety upon one hundred eighty (180) days' written notice in accordance with Section V, paragraph E(8).

Nothing herein shall prevent HCRUD and TriCo from mutually agreeing in writing to amend the scope of services and compensation or any other terms herein for any reasons they deem appropriate.

## V. GENERAL PROVISION

### A. Insurance and Risk Provisions

#### 1. INDEMNIFICATION

Except as otherwise provided in this Section V, paragraph A, TriCo agrees to and shall hold HCRUD, its elected or appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage to the extent caused by or arising out TriCo's performance under this Agreement, ~~but only to the extent caused by the negligent or intentional wrongful acts or omissions of TriCo, or any individual directly or indirectly employed by TriCo.~~

All obligations of HCRUD under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations set forth in IC 34-13-3-3, which shall be applied to both contractual and tort liability of HCRUD with respect to this Agreement, and nothing herein constitutes a waiver by HCRUD of the terms of that statute despite any provision herein to the contrary. These immunities shall extend to TriCo while acting within the scope of this Agreement.

TriCo and HCRUD are Indiana non-profit municipal corporations. Under this Agreement, TriCo agrees to assist HCRUD by providing management and operational services at cost and without compensation for profit or risk premium. As such, TriCo and HCRUD agree that TriCo's performance under this agreement shall not entitle one utility's ratepayers to compensation at the expense of the other utility's ratepayers, and in any and all claims or damages by HCRUD.

TriCo's limit of liability shall not exceed the proceeds available from or paid by insurance policies required under Paragraph 2 below.

2. TriCo INSURANCE

TriCo currently maintains and shall continue to maintain the following insurance coverage/limits during the term of this Agreement, unless otherwise approved by HCRUD:

	<u>Occurrence/Aggregate</u>
Excess Liability	6,000,000/6,000,000
Comprehensive General Liability	1,000,000/2,000,000
Automobile Liability	1,000,000/1,000,000
Worker's Compensation/Employers Liability	Statutory (For TriCo employees only)

Within thirty (30) calendar days of the Agreement date, TriCo shall furnish HCRUD with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to HCRUD while this Agreement is in effect.

3. OWNER INSURANCE

HCRUD shall continue to carry, provide, and pay for all fire, general casualty, automobile and motorized vehicle liability, public liability, and excess liability insurance insuring the Facilities, HCRUDs' employees (if any), and HCRUDs' motor vehicles that TriCo will be operating and managing.

**B. Warranties & Representations of TriCo**

1. TriCo hereby represents to, and for the benefit of, HCRUD that it can operate and manage the Facilities as contemplated in this Agreement.
2. TriCo represents and warrants that it will discharge all of its duties, functions, and obligations under this Agreement consistent with the applicable professional standard of care and that it has: (i) the knowledge of the Facilities and HCRUD's requirements under its NPDES permit; and (ii) the requisite expertise and staff to operate and manage the Facilities in compliance with applicable environmental laws, rules, regulations, and permit requirements.

**C. Confidentiality: Public Records**

HCRUD and TriCo each acknowledge that they are subject to the provisions of the Indiana Access to Public Records Act. However in performance of the Agreement, TriCo and its employees may come into contact with material that relates to the legal status of HCRUD or its Facilities, including, but not limited to, issues of compliance with permits or environmental laws. TriCo agrees that it will keep such information clearly marked as confidential ~~confidential~~ and not share such information with anyone other than TriCo's staff and counsel as well as HCRUD and HCRUD's Engineer without HCRUD's consent

~~absent absent a court order requiring disclosure of the same. TriCo agrees in the event is receives a request for records it will promptly notify HCRUD counsel of the same. further agrees to adhere to all instruction from HCRUD, HCRUD's Engineer, and its legal counsel regarding the handling of HCRUD's documents or other information.~~

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#### D. Dispute Resolution

In an effort to resolve any conflicts that arise during the term of this Agreement, HCRUD and TriCo agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. If the dispute cannot be settled through direct discussion or mediation, the Parties may exercise such rights or remedies as either may have under the Agreement or Indiana law.

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#### E. Termination of Agreement ~~TERMINATION OF AGREEMENT~~

1. Either party may terminate this Agreement upon six (6) months prior written notice, with or without cause.
2. HCRUD may terminate this Agreement effective forty-eight (48) hours after HCRUD gives written or actual notice to TriCo or TriCo's on site management representative if HCRUD or other public or private property or person suffers significant damage (defined as in excess of \$50,000) as the result of TriCo's negligent, intentional, or other breach of its duties to perform under this Agreement or TriCo's tortious conduct in carrying out this Agreement.
3. In the event of termination under Subsection 1, or 2 TriCo will continue to faithfully perform the Agreement until the date the termination is effective and HCRUD shall continue to compensate TriCo for services rendered pursuant to the provisions above in this agreement.

#### F. Data Management

Data and records provided by HCRUD and its vendors, as well as data and records produced by TriCo for the purposes of managing and operating Facilities under this Agreement, shall at all times remain the property of HCRUD. Upon request by HCRUD or upon termination of this Agreement, TriCo shall promptly provide to HCRUD all data and records pertaining to HCRUD and dispose of and/or delete copies of said data and records from TriCo's possession once receipt is confirmed by HCRUD. Data and records shall be handled in accordance with the safety and security plan jointly developed by TriCo and HCRUD under Section II Paragraph J of this Agreement.

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#### G. Miscellaneous

#### **E. Miscellaneous**

1. **Force Majeure** - Either party may be relieved from performance of this Agreement in the event of causes beyond the party's practical control, including, among others, injunction, strike, riot, invasion, fire, freezing, flood, explosion, breakdown, act of God or the public enemy, or the like.
2. **Construction** - The heading to the sections hereof have been inserted for convenience or reference only and shall not modify or restrict any provision hereof or be used to construe any of such provisions. All questions of construction, interpretations, performance, breach, or enforcement of this Agreement shall be determined in accordance with the laws, both statutory and common, of the State of Indiana.
3. **Assignment** - Neither this Agreement, nor any right under it, is assignable, whether by operation of law or otherwise, by any Party, without the prior written consent of the other Parties hereto.
4. **Waiver of Breach** - The failure of any Party to require performance by the other Party of any provision of this Agreement shall not affect the right of such Party to require future performance of the provision, and any waiver by any Party of any breach of any provision of or delay in the exercise of any right under this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provisions, a waiver of the provision itself, or a waiver of any right under this Agreement.
5. **Entire Agreement** - This Agreement constitutes the entire Agreement and understanding between the parties relative to the subject matter hereof and merges all prior discussions and agreements between them relating thereto. This Agreement supersedes all previous agreements and understanding, if any, whether written or verbal, between HCRUD and TriCo relating to the subject matter hereof. For purposes of this paragraph, "the subject matter hereof" means the operation or management of HCRUD's wastewater systems.
6. **Modification** - This Agreement may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this agreement signed by all parties.
7. **Severability** - If any covenant, condition, or provision of this Agreement is held to be invalid or unenforceable by reason of any statute, rules, public policy, or finding by a court or administrative agency, all other covenants, conditions or provisions of this Agreement shall nevertheless remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable portion thereof eliminated, and no covenant, condition, or provision shall be deemed dependent upon the other covenant, condition, or provisions unless so expressed.

8. **Notices** - Except as otherwise specifically provided herein, any notice hereunder shall be deemed sufficiently given by one party to the other if it: (i) is in writing; and (ii) delivered or rendered either in person or by depositing it in the United States mail in a sealed envelope with postage and postage charges prepaid, addressed as follows:

If to TriCo:                      TriCo Regional Sewer Utility  
7236 Mayflower Park Drive  
Zionsville, IN 46077

[Copy to Anne Poindexter](#)  
[Apoindexter@apwlawyer.com](mailto:Apoindexter@apwlawyer.com)

If to HCRUD:                      Hamilton County Regional Utility District  
One Hamilton County Square, Suite 157  
Noblesville, IN 46060

Any party may change its address by giving notice of such change to the other in the manner aforesaid. All such notices shall be effective when delivered in person or when mailed.

9. **Code Reference** - All references to statutes and the Indiana Administrative Code are intended to refer to such materials as amended are renumbered from time to time, and to include new provisions that refer or relate to the same subject matter.
10. **Authority to Execute** - Each person who signs this Agreement on behalf of a Party represents and warrants that he/she is an authorized representative of the Party on whose behalf he/she is signing, and that he/she has full authority to bind the Party for which he/she is signing to each term and provision of this Agreement.



(Authorized Signature)

By: Carl Mills, President

Attest: Michael McDonald, Secretary Date

## **EXHIBIT 1 – SCOPE OF SERVICES**

TriCo will provide a certified operator to oversee the wastewater treatment and collection system. TriCo will, if requested by HCRUD, train and oversee HCRUD staff in the operation of HCRUD's wastewater collection and treatment systems. [The following management and operational services will be provided by TriCo.](#)

### **Wastewater Treatment and Collection Systems**

- 1) Process Monitoring: Inspect all processes and equipment to verify proper operations daily. Make adjustments as needed to improve effectiveness and efficiency of all processes. Continuously monitor via SCADA network. [Staff will +R](#)Remotely check for operational issues, often preventing trouble and equipment failures before they arise.
- 2) Laboratory and Permit Compliance: Secure samples and complete all required laboratory testing, complete and submit data to IDEM including Monthly Report of Operations to demonstrate strict compliance with NPDES permit. Monitor plant and process performance, maintain compliance, and optimize operations.
- 3) Equipment Preventative Maintenance: [Maintain HCRUD equipment](#)~~Every moving and electrical part~~ including but not limited to pumps, blowers, mixers, valves, screens, UV disinfection, controls and instrumentation ~~is maintained~~ according to manufacturer's recommendations and industry best practice.
- 4) Pretreatment: Inspect and monitor commercial customers with Fats, Oils, and Grease (FOG) facilities for compliance with sewer use ordinance limits. Monitor industrial customers with specific pretreatment permits/requirements.
- 5) Process Tank Cleaning and Inspection: [Clean a](#)~~All processes are cleaned~~ as needed.
- 6) Screenings Handling: Monitor in-channel screw screen system and haul to landfill as needed.
- 7) Seeding/Reseeding: Monitor microorganism population and performance indicators. Introduce mixed liquor regularly from a nearby facility with similar setup to replenish and diversify microorganism population as needed.
- 8) Supplemental Feeding: Add supplements as necessary to maintain a stable mass of microorganisms and a suitable food to microorganism ratio as needed.
- 9) Biosolids Handling: Monitor MLSS concentration and sludge blankets in secondary clarifiers, and waste activated sludge to maintain optimal performance. Adjust polymer feed to maintain optimum solids concentration and sludge dewatering. Monitor geobag and roll off dumpster system and haul to landfill as needed.
- 10) Odor monitoring and system maintenance of plant (if/when installed): Monitor plant processes for noxious odors, especially influent screening and biosolids dewatering structures. Add or replace media, chemical, and/or other consumable components as required. Inspect odor system components and service equipment as required.
- 11) Lift Station Monitoring: Continuously monitor all lift stations via SCADA network. [Analyze](#) ~~variety of~~ data points ~~are analyzed~~ including wet well level, flow rate, pump

- speed, and power. ~~Staff will~~ Remotely check for operational issues, often preventing trouble and equipment failures before they arise.
- 12) Lift Station Inspections: ~~Visit a~~ All lift stations ~~are visited~~ at least once a week to verify proper operation of pumps, generators, electrical gear and controls.
  - 13) Weekly Property Maintenance Visits: ~~Visit a~~ All lift stations ~~are visited~~ weekly for mowing, plowing, and general upkeep.
  - 14) Wet Well Cleaning: ~~Clean a~~ All lift station wet wells ~~are cleaned~~ at least twice a year to remove grit and debris settling at the bottom. Some ~~are may be~~ cleaned more frequently depending on accumulating fats, oils, and grease.
  - 15) Pump Inspections and Preventive Maintenance: ~~Pull, inspect, and maintain e~~ Every pump ~~is pulled and maintained~~ at least once a year in accordance with manufacturer recommendations.
  - 16) Valve Inspections and Service: ~~Inspect and service a~~ All air release valves and check valves ~~are inspected and serviced~~ annually. ~~Inspect (where possible) and exercise p~~ Plug valves ~~are inspected, where possible, and exercised.~~
  - 17) Easement Maintenance Program: ~~Clear o~~ Off-road easements ~~are kept clear~~ to assure access at least once a year.
  - 18) Ground Maintenance: Mow~~ing~~, clear~~ings~~, and ~~perform~~ other necessary grounds maintenance of the wastewater treatment plant, collection system properties, and water distribution properties as requested by HCRUD ~~to be completed~~ on a routine basis.
  - 19) Emergency Response: Investigate customer complaints, respond to any alarms, correct equipment failures, and supervise repairs. Emergency callouts will be performed by TriCo. Both Parties acknowledge that emergency services are difficult to plan for. TriCo will either make a visit to the facility or contact appropriate contractor to correct the problem. Costs for this service will be billed in addition to monthly fees.
  - 20) Utilize MaintainX as ~~the District's~~ HCRUD's Asset Management software to log all maintenance and service for each asset of the system as provided by the Contract Operator.
  - 21) If requested by HCRUD, TriCo shall conduct the following services:
    - a) Manhole Inspection Program: One third of all manholes are inspected each year. Deficiencies are identified and corrected throughout the year.
    - b) Main Line Inspection Program: One third of all sewer mains are either televised or acoustically inspected every year. Deficiencies are identified and corrected throughout the year. Mains with grease and other buildup and subsequently cleaned. Laterals are sometimes televised where a suspected issue is reported by staff or a customer.
    - c) Smoke testing: In areas with problematic Inflow and Infiltration (I&I), staff will complete smoke testing to help identify I&I sources needing correction.
    - d) Odor monitoring and system maintenance of collection systems (if/when installed): Monitor lift stations and force main discharge manholes for noxious

- odors. Inspect odor system components and service equipment as required.
- Replace media, chemical, and/or other consumable components as required.
- e) Other services not listed that may be requested.

### **Engineering**

Engineering tasks will be specific to wastewater and collections system operations and be performed only as requested by HCRUD.

- Utility Locates: HCRUD will become a member of Indiana Underground Plant Protection Service (IUPPS, commonly known as Indiana 811) to manage risk to its infrastructure, residents, and anyone working in its service area. ~~HCRUD will~~ TriCo shall review locate requests, ~~and submit them to TriCo. Upon receipt, TriCo shall~~ communicate with construction contractors, review and share record drawings and other as-built information, and mark buried sewer and water infrastructure in the field as needed, using drawings and data provided by HCRUD. Provide HCRUD with access to locate request and response status through Indiana 811.
- Service Line Inspections: All service lines are inspected during construction for compliance with utility standards.
- Inflow and Infiltration (I&I) Inspections: New facilities are inspected to verify no illicit sources are connected to the HCRUD collection system, i.e. sump pumps, down spouts, storm drains or roof drains.
- Asset + Workflow Management and GIS: Maintain and continuously improve asset management and GIS systems. Enter new assets as they are constructed.
- Operations Troubleshooting: Assist staff with technical issues
- Service Requests and Permitting: Assist property owners, contractors, and developers with requests for new service as needed and as requested by HCRUD

### **Customer Service and Finance**

- Import and process AMR water meter readings as provided by HCRUD (from Neptune 360) into TriCo's billing system Impresa by inHance. Produce monthly billing statements for all customers with the HCRUD logo and information. TriCo will be responsible for collecting and processing all payments, and transmitting all payments to HCRUD with a reconciliation statement on a monthly basis.
- Manage all activities related to customer accounts. Update the billing system with information about meter or service changes. If requested by HCRUD, TriCo shall notify customers with outstanding account balances and file liens in accordance with HCRUD collection policy.
- HCRUD will receive incoming calls during normal business hours and route to TriCo staff as needed. TriCo shall assist HCRUD with customer service calls as requested.
- Issue permits for new residential and commercial service and schedule inspections.

### Administrative

- Manage day-to-day operations in accordance with ordinances, policies, and procedures established by HCRUD
- Prepare and submit regular activity reports to fit HCRUD's needs which may include claims, financial statements, operating statistics, and capital project updates.
- Plan and submit an annual operations and maintenance budget to HCRUD for approval.
- Monitor HCRUD's operating budget during the year for compliance and communicate balances and forecast with the HCRUD General Manager.
- Negotiate scope, cost, terms and conditions, and changes with vendors as requested by HCRUD.

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## **EXHIBIT 2 – 2025 FEE SCHEDULE**

Costs incurred by TriCo will be billed on a time and material basis:

1. Staff time will be billed at current hourly rates inclusive of all benefits, taxes, and general supervision. The rate billed will be the employee's hourly rate marked up 64 percent to account for the items below. Exempt employee hourly rates will be determined by dividing current annual salary by 1950. TriCo's Board of Trustees will continue to set TriCo's operating budget, salary ordinance, benefits, and policies regarding staffing matters.
  - a. Employee insurance, retirement, payroll taxes, and other employee expenses as a percentage of gross wages per TriCo's current year budget (38 percent).
  - b. Paid time off and holiday pay per TriCo policy (18 percent), and
  - c. General supervision (0.25 times manager and director salaries as a percentage of gross wages, 8 percent).
  - d. Overtime and on-call pay are billed at cost.
2. Use of vehicles and major equipment will be billed at current rates provided by the Federal Emergency Management Agency (FEMA). Where specific rates are not scheduled or current, staff will use similarly recognized and readily available data to determine an equitable rate.
3. Vendor invoices, utilities, and consumables directly applicable to District operations will be billed at cost.
4. The following fixed costs identified in TriCo's operating budget will be shared on a pro-rata basis. The District's share of these costs will be the percentage of the District's customers to the total customers of both utilities at year-end, or 10 percent minimum (based on the estimated percentage of overall staff time consumed by the District).
  - a. Insurance, excluding property coverage for TriCo facilities and automobile coverage which is included in FEMA rates
  - b. Computing expenses and consultants
  - c. Accounting and legal fees for general operations
  - d. Professional affiliations and education
  - e. Billing service contracts
  - f. Office expense
  - g. Postage expense
  - h. Office services