

## Clay Township Regional Waste District

www.ctrwd.org Phone (317) 844-9200 Fax (317) 844-9203

### CAPITAL & CONSTRUCTION COMMITTEE MEETING

Monday, February 1, 2016 at 4:30 P.M.  
10701 N. College Ave, Suite A, Indianapolis, IN 46280

#### AGENDA

1. Public Comment
2. Dedications
  - a. Lakes at Town Road Section 3
3. #1509 Ream Creek Sanitary Sewer Relocation project
4. Carmel treatment surcharge

#### UPDATES

1. Capital Projects & Construction
  - a. #1502 – Lift Station 2 Pump Replacements & Standby Power Upgrades
  - b. #1503 – NE Regional Lift Station (Jackson's Grant)
  - c. #1505 – WWTP Odor Control Upgrades
  - d. #1506 – Basin 1 Wet Weather Solutions
  - e. #1509 – Ream Creek sewer relocation project
  - f. #1510 – Cedar Point Sewer Extension
  - g. #1601 – 106<sup>th</sup> Street Parallel Forcemain
2. I&I Ordinance changes

Date and time for next meeting: Monday, March 7, 2016 at 4:30 pm



## MEMORANDUM

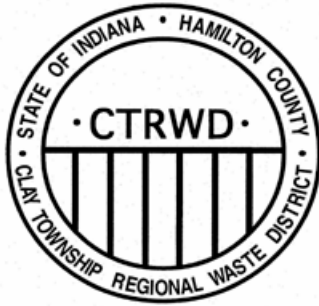
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**To: Board of Trustees**  
**From: Ryan Hartman**  
**Date: January 27, 2016**  
**Subject: Dedication**

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The Lakes at Town Road Section 3 is complete and ready for acceptance.

Recommended Action: Accept the dedication of the Lakes at Town Road Section 3 sanitary sewers.



## MEMORANDUM

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**To: Board of Trustees**  
**From: Wes Merkle**  
**Date: January 27, 2016**  
**Subject: Project #1509 Ream Creek  
Sanitary Sewer Relocation**

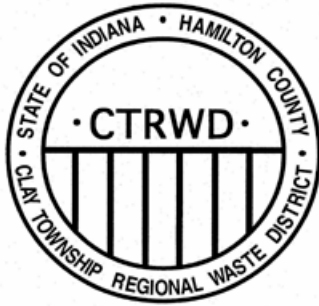
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The following quotes were received January 26 for the subject project:

Culy Contracting, Inc.	\$ 64,885
Poindexter Excavating, Inc.	\$ 154,000
Eagle Valley, Inc.	\$ 188,000

Culy Contracting, Inc. was the lowest responsive and responsible quoter.

Recommended Action: Award the Ream Creek Sanitary Sewer Relocation construction contract to Culy Contracting, Inc. in the amount of \$64,885.



## MEMORANDUM

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**To: Board of Trustees**

**From: Drew Williams**

**Date: January 27, 2016**

**Subject: Carmel Treatment Surcharge**

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In April 2015, the District received written notice from Carmel Utilities that they wanted to change the calculation for exceeding the capacity limits in our current treatment agreement. In July 2015, the Board made the following counter offer:

\$10.00 per 1,000 gallons times the volume in excess of the peak day allowance for each day of such exceedance, and \$10,000 per day for each day the flow rate exceeds the 3-hour peak flow rate. At any time, if a maximum day surcharge and an hourly surcharge occur on the same day, the greater of the two would apply – but not both.

Carmel Utilities responded that their proposed surcharge was what they believed were the actual costs. District staff, along with our rate consultant Buzz Krohn, had several meetings with Carmel Utility representatives to try and find common ground on the surcharge. I reported to the Committee in November that common ground was not found. However, as I reported at the December Board meeting, Mr. Duffy contacted me and inquired as to the District's proposed maximum flow if we were able to agree on the Board's July proposed surcharge. I have met with Mr. Duffy and discussed the flow rates to Carmel. I believe the proposed changes to the surcharge as shown on the following page would be reasonable for both parties. This item was discussed with the B&F Committee and they are supportive of the proposed changes.

### **Proposed changes to the treatment agreement:**

(C) Surcharge. The District shall be entitled to transport 1,124.2 million gallons of wastewater, liquid wastes and sewage to Carmel each year at a peak rate of flow not to exceed the following rates:

- 6.16 M.G.D. in any 3-hour period
- 4.63 M.G.D. in any day
- 3.85 M.G.D. in any week
- 3.55 M.G.D. in any month

In the event the District shall transport wastewater, liquid wastes and sewage to the Carmel plant in excess of these flows and in the event the Carmel plant has capacity sufficient to accept such increased amount of sewage, then the District agrees to pay to Carmel a surcharge for flow in excess of the applicable limit per the following rates:

Monthly \$11,845 per MGD

Weekly \$2,733 per MGD

~~Daily \$389 per MGD~~

~~Three hour \$49 per MGD~~

\$10.00 per 1,000 gallons of volume in excess of the peak day allowance for each day of such exceedance, and \$10,000 per day for each day the flow rate exceeds the 3-hour peak flow rate. At any time, if a maximum day surcharge and an hourly surcharge occur on the same day, the greater of the two would apply – but not both. After a two year period, the flow allowances shall be evaluated based on the two year period of flow information at which time both parties shall agree to either maintain or modify the capacities. The District shall not transport wastewater, liquid waste and sewage to the Carmel plant in excess of 120% of the above stated limits.

All daily, weekly, and monthly flows shall be on a common time period based on the regular meter reading schedule as performed by the Carmel wastewater treatment plant personnel. Alternatively, in the event the District requires additional capacity which is not available at the Carmel plant, the District shall at its own expense fund the expansion of the Carmel treatment facility as designed and constructed by Carmel, for modular expansion of the treatment facilities. Both parties understand and agree that the payments called for by paragraphs 12(A) and 12(B) of this Agreement are intended to compensate and reimburse Carmel for services rendered in the treatment and disposal of wastewater, liquid wastes and sewage from the District. Except for a reservation of capacity of the sewage disposal plant for the benefit of the District as heretofore set forth herein, such payments shall in no way entitle the District to any possessory nor proprietary rights in the sewage treatment and disposal facility of Carmel. Carmel reserves the right to operate and maintain such facility and shall have sole discretion as to the methods of operation and the necessity for and nature and extent of improvements thereto.