

TriCo Regional Sewer Utility

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

Board of Trustees Meeting Agenda Thursday, July 10, 2025 @ 5:30 p.m. TriCo WRRF 7236 Mayflower Park Drive, Zionsville, IN 46077

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

AGENDA

- 1. Roll Call
- 2. Public Comment
- 3. Approval of Meeting Memorandum June 9, 2025
- 4. Approval of Claims Docket
- 5. Attorney's Report
 - a. Report on Pending Litigation
 - i. TPI/Bowan
 - ii. Jordan KS, LLC
 - iii. Easement Acquisition
- 6. Utility Director's Report
- 7. HCRUD Agreement
- 8. Committee Reports
 - a. Budget & Finance Committee
 - b. Personnel & Benefits Committee
 - i. Premium Pay HCRUD Operator of Record
 - c. Capital & Construction Committee
 - Server upgrades
 - d. Infrastructure Security Committee
- 9. Old Business
- 10. New Business
- 11. Adjourn

Next Scheduled Meeting: August 11, 2025 @ 5:00 p.m.



BOARD OF TRUSTEE MEETING

Monday, June 9, 2025, 5:00 p.m. Memorandum

Mr. Mills called the meeting to Order at 5:03 p.m.

ROLL CALL

Present: President Carl Mills, Vice President Jeff Kimbell, Treasurer Jane Merrill, Secretary Michael McDonald, members, Eric Hand, Loren Matthes, and Amanda Foley. Others in attendance were Utility Director Andrew Williams, Legal Counsel Anne Poindexter, Engineering Manager Wes Merkle, and Controller Cindy Sheeks. Mr. Hill was absent. Mr. Pittman arrived at 5:04 p.m.

PUBLIC HEARING- SEWER USER RATE ORDINANCE 05.12.2025

Mr. Mills opened the public hearing at 5:05 p.m. A member of the public, David Green, 669 Arther Drive, Carmel IN, spoke regarding the user rate increase. Mr. Green stated that he objects to the proposed rate increase. His bill has been around \$18 for the past several years. The way he understands the ordinance his bill would double in price to \$38. He understands that user rates are based on water consumption from Carmel Utilities and he is unsure if Carmel is going to be raising its fees as well. He questioned if TriCo is raising user fees to cover the cost of new infrastructure going in to accommodate growth. He asked that rates not be raised on existing customers. Mr. Mills closed the public hearing at 5:07 p.m.

SECOND READING OF RATE ORDINANCE 05.12.2025

Mr. Mills gave the second reading of Rate Ordinance 05-12-2025. An ordinance establishing a Utility-wide schedule of monthly user rates, late fees, connection fees, interceptor fees, application fees, plan review and inspection fees and other charges to be collected from the owners of property served by the sewage works of TriCo Regional Sewer Utility and matters connected therewith, replacing Ordinance 04-09-2024 and Ordinance 05-09-2005.

Mrs. Poindexter stated that the Ordinance is now up for action or discussion. Ms. Merrill asked if it is usual for a rate to go from \$18 to \$38 as Mr. Green indicated his bill would. Mr. Williams asked Mr. Green if he is on a well. Mr. Green said he is on city water. Mr. Williams told Mr. Green that his rate would not increase that much unless his water consumption rises considerably. Mr. Green said that the Ordinance says rates would go to \$38 a month. Mr. Williams said that rate is for unmetered users. Customers who are on a well and their water consumption cannot be measured are charged a flat rate of \$37 a month under the new ordinance. Mr. Williams explained that for metered customers the base charge will be \$14.28 with an additional \$3.25 per 1,000 gallons of water consumption. The proposed rate increase is 10 cents per 1000 gallons. Mr. Williams said if Mr. Green is using around 2000 gallons of water a month his rate would go to \$20.78 approximately, not \$38. Mr. Williams showed Mr. Green the proposed rate ordinance and explained to him how his new rate would be calculated. Mr. Williams explained that developers are charged fees for infrastructure costs when building a new home, subdivision or commercial development. For example, a new house would pay \$2,083 to connect to the

sewer. Developers pay \$4,075 per acre of development to cover their connection costs. TriCo ensures that new development is paying for their costs to connect to the Utility and that those costs are not subsidized by current users. Mr. Williams showed Mr. Green a chart showing TriCo's proposed rate versus other utilities in the surrounding area and how much lower TriCo is than the others. Mr. Green said he also has concerns about treatment capacity. Mr. Williams explained that three years ago the plant had an upgrade and expanded its treatment capacity so that TriCo has the capacity to treat the full buildout of its service area. Mr. McDonald emphasized that TriCo's rates are the lowest of all the surrounding communities. He also mentioned that the City of Carmel recently raised their rates and part of TriCo's flow is treated at Carmel's plant which added to the need for this rate increase. Ms. Merrill made a motion to approve Ordinance No. 05.12.2025. Mr. Kimbell seconded the motion, and it was unanimously approved. Mr. Mills invited Mr. Green to stay for the remainder of the meeting. Mr. Green declined and left the meeting.

PUBLIC COMMENT

There were no further public comments.

APPROVAL OF MEETING MEMORANDUM

Mr. Kimbell made a motion to approve the 05.12.2025 Board Meeting memorandum. Ms. Merrill seconded the motion, and it was unanimously approved.

APPROVAL OF CLAIMS DOCKET

Ms. Sheeks said the only thing to mention would be the bond payment of \$835,000 and some change. Mr. Hand asked about payments made to the Hamilton County Treasurer for taxes due. Ms. Sheeks said it was a piece of property that was originally titled to the Village of West Clay. In 2024 a quitclaim deed was issued to TriCo for the property. There will not be any taxes due moving forward because TriCo is tax exempt, but TriCo had to pay the taxes due at the time of the transfer since the Village of West Clay is not tax exempt. Ms. Merrill made a motion to approve the claims docket. Ms. Mathes seconded the motion, and it was unanimously approved.

ATTORNEY'S REPORT

HCRUD Agreement

Mrs. Poindexter said the agreement is very close. HCRUD was provided with a markup to the agreement from TriCo's legal counsel and staff. HCRUD is reviewing those changes and should have something back for the Board to review and vote on soon. She expects it will be presented to the Budget and Finance and Capital and Construction committees at their next scheduled meetings.

TPI/Bowen

Mrs. Poindexter said a motion for summary judgment has been filed by TPI. TriCo's legal counsel will be filing a counter motion for summary judgement. Staff and Counsel have been interviewing expert witnesses it expects to call if the matter goes to trial.

Jordan KS, LLC

Mrs. Poindexter has communicated the Board's lack of action on their settlement offer. Mrs. Poindexter has asked the attorney for Jordan KS for suggestions for mediators and has not heard back. She will be making suggestions for mediators to them.

Easement Acquisition

Mrs. Poindexter said that since the last Board meeting a proposed development project was not approved by Zionsville. She asked if there is any reason that any Board members would like to reconsider their instructions to move forward with securing the easements from the willing property owners in the area. Ms. Merrill asked how many easements are needed in the area, and how many are willing to participate and how many are not interested. Mrs. Poindexter said there are at least three easements that could be acquired before working on the others. Formal offers need to be extended to those property owners. Mr. Pittman said he believes TriCo should extend offers to those willing to sell their easements now and secure those before negotiating with the other property owners in the area. Mr. Hand asked the Board to consider future implications of not securing the easements now if opportunities arise outside of TriCo's current service area. Mr. Mills said it makes sense that if TriCo has people willing to sell their easements at the offered price the Board should move forward with securing those properties now. Ms. Merrill agreed that if the current property owners are willing to sell TriCo easements that should be done now because we don't know what the position would be like if the properties change hands.

UTILITY DIRECTOR'S REPORT

Mr. Williams said a 50th Anniversary lunch was held last Tuesday for staff and Board members that could attend. He said there were some displays up that will be used at the open house. He encouraged the Board members to look at the old scrap books that have been laid out. Mr. Williams gave the Board an overview of the current invitation list for the Anniversary Open House and asked the Board to provide any additions. There will be ads in the Current in Carmel and the Current in Zionsville for the event.

Mr. Williams said new sound baffles were installed in the Board room to help with sound, and he believes they are working because he could hear everyone much better this evening.

Mr. Williams said TriCo's team won the IWEA Operator's Challenge. They will be representing the State of Indiana at the national competition this fall in Chicago.

Mr. Merkle went to the HCRUD meeting this morning. They have received an application to service a proposed gas station. They continue to battle public perception in the area. There are some sizeable projects in the works, including a 270-lot proposed subdivision in Cicero. Mr. Merkle said he expects to have a contract with HCRUD to present to the Board for consideration in July. Ms. Merrill asked the size of the service area. Mr. Merkle said it extends from 216th Street to the Tipton County line, roughly two or three miles on either side of U.S. 31. It covers about 40 square miles. Mr. McDonald asked if TriCo is taking on any sort of responsibility while helping with locates in the area. Mrs. Poindexter said she sent an email to the County earlier in the week which stated if TriCo was going to be locating for them before a final agreement is reached, that there needs to be an agreement just regarding locates, because TriCo is not going to take on liability. The final draft of the proposed contract addresses liability issues. Ultimately it is the contractor doing the digging that has the final responsibility if there are any questions.

COMMITTEE REPORTS

Budget & Finance Committee

Ms. Merrill said the Budget and Finance Committee did not meet and had no action items.

Personnel & Benefits Committee

Mr. Kimbell said the Personnel & Benefits Committee did not meet and had no action items.

Capital & Construction Committee

Ms. Foley said the Capital and Construction Committee did not meet but has one dedication to consider. Ms. Foley made a motion to accept the dedication of Holiday Farms Senior Living sanitary sewers. Mr. Pittman seconded the motion, and it was unanimously approved.

Infrastructure Security Committee

Mr. McDonald said the committee did not meet but they do have a meeting scheduled for Friday June 20, 2025, at 7:30 a.m.

ADJOURNMENT

Mr. Kimbell made a motion to adjourn the meeting. The meeting was adjourned at 5:48 p.m.

The next Board of Trustees Meeting is scheduled for Monday, July 14, 2025, at 5:00 p.m.

Respectfully submitted,

Andrew Williams
Utility Director

Approved:

_____ as Presented
____ as Amended

Michael McDonald, Secretary

Carl Mills, President

The TriCo Connection

Volume 19 Issue 7 July 2025

MONTHLY NEWSLETER

FINANCIAL UPDATE CINDY SHEEKS

In May 2025, total revenue was \$800,910, up \$26,621 from April 2025, and \$47,983 above figures from May 2024. The Annual revenue projection for 2025 is \$9,315,688. YTD as of May 31, 2025, collections were 41.63% of the budget. Residential income was \$475,328 during the month, \$19,862 higher than May 2024. Commercial sales totaled \$259,980 in May 2025, \$39,634 higher than May 2024. The Other Revenue category (late fees, application fees, plan review fees) was \$19,962 in May. The Other Income category (interest, gains on asset disposal, miscellaneous revenue) was \$45,640 during the month.

Total operating expenses were \$697,653 in May. YTD spending is 42.20% of the 2025 Operating Budget of \$7,210,379. Total May 2025 spending was \$100,429 higher than expenses in May 2024. The wages and benefits spent totaled \$298,396 during the month. Administration spending was \$96,221 during the month. Treatment costs totaled \$197,862 and collection costs totaled \$104,833 during the month.

Net income in May was \$-65,654 after depreciation and amortization of CIAC.

Spending Breakdown in May: Wages 42.79% Administration 13.80% Treatment Costs 28.37% Collection Costs 15.03%

Interceptor fees collected in May were \$27,758. EDU fees collected during May were \$55,324.

Cash generated for May shows a net increase in all funds of \$305,875. Capital spending was \$94,801 in May for a 6" by-pass pump, LS 28 Union Woodlands, plant pump replacements, and board room ceiling tiles.

Cash on hand as of May 31, 2025, was \$13,225,808. The balances in the funds are listed below:

Operating	\$9,562,877
Interceptor	\$-47,189
Plant Expansion	\$1,341,569
Operating Reserve	\$519,252
Reserve for Replacement	\$-138,845
2020 Bond Funds	\$1,988,144
Total	\$13,225,808

TRICO REGIONAL SEWER UTILITY 50TH ANNIVERSARY OPEN HOUSE



SATURDAY AUGUST 23, 2025 10:00AM-2:00PM

SAVE THE DATE

 $\verb|7236| \verb|MAYFLOWER| PARK| DRIVE, ZIONSVILLE IN 46077 \\$

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Calendar of Events

July 14	Board Meeting	5:00 p.m.
July 23	P&B Meeting	7:30 a.m.
July 25	B&F Meeting	7:30 a.m.
August 4	C&C Meeting	4:30 p.m.

COLLECTIONS UPDATE AARON STRONG

Annual pump inspections are progressing steadily, with 63 of the 68 pumps serviced to date. Manhole rehabilitation is also underway. Carter televised 29,410 feet of main for the month of June. Matt led the charge with repairing eight knocked off manholes. Staff completed grouting 67 manhole chimneys and applying an epoxy layer to those that were needed. This work helps to keep ground water infiltration from entering our system, helping to cut down treatment costs and unneeded flows.

The easement clearing along the west side of Mayflower Park Drive has been completed. This work ensures we have clear access to our force mains if work is needed, improves the safety sightline for entering and exiting our driveway as well as improving the appearance of the road as customers approach the WWRF. HVAC preventive maintenance at lift stations been completed. The pavement sealcoating has been completed at several Lift Stations. The ARV replacement on Hazel Dell Road north of 96th Street and the removal of the Godwin pump at Lift Station #2 are both scheduled for July.

Collections staff installed plant pumps in Sludge Holding Tanks #3 and #4. Jason and Daniel installed a FOG rod in the plant scum station. Staff installed odor control canisters at Lift Station #10 in addition to making essential repairs to the odor control unit at Lift Station #17.

The summer intern staff has helped collections in the field this month by prepping manholes for grouting with the pressure washer trailer as well as installing missing bolts in castings throughout the collection system. They have also been shadowing different personnel around the utility including spending time in the lab as well as learning about in-depth plant maintenance. A tour of the HCRUD facility is planned for the interns so they can see how a new plant starts out.

Staff has been preparing for the maintenance of the HCRUD facility by attending trainings and startups on the equipment. Aaron assisted Anthony and Jeff in locating 2 miles of water and sewer force main along US 31.

The Mechanical Seals are preparing for the upcoming national competition at the WEFTEC show. The team has also been invited to attend the Ohio Water Environment Association's show and competition for additional training.



Lift Staton #2 at 106th St & Spring Mill Road



Lift Station #26 in Jackson's Grant

PLANT REPORT—SCOT WATKINS

Plant staff oversaw multiple warranty and maintenance activities this month. BL Anderson replaced a Kunkle valve and TCI replaced a faulty bearing on VLR #1, both under warranty. Vasey repaired the inlet air louvers to prevent blower overheating, and staff completed the bi-yearly oil changes and grit washer oil service. The lower belt on the belt press was also replaced, and collections staff installed two new Flygt digester pumps. A final facility walkthrough was completed with the engineering team in preparation for the end of the three-year warranty period. To enhance in-house support for the plant's 30 AUMA actuators, Loren attended a two day AUMA troubleshooting class.

The Pretreatment completed 37 inspections and 2 follow-up inspections this month, for a total of 39. Additionally, 104 grease interceptor pump-outs were performed, removing 45,099 gallons of fats, oils, and grease (FOG) from the system.

The Laboratory processed a high volume of samples and testing this month, including 148 phosphorus, 148 ammonia, and 48 total nitrogen TNT vials, as well as 330 CBOD5 and 231 total suspended solids samples. Quarterly MDLs were performed for TNT ammonia, TNT phosphorus, and TSS, along with routine monthly TKN and nitrate/nitrite testing. Staff also supported site visits to HCRUD for UV and mixer startups and participated in the Lab Committee meeting.



Cody and Maggie work together to rescue birds who become trapped in the clarifiers. Cody scoops them out and cleans them off. Maggie dries them off, warms them up and releases them outside when they are alert enough to fly off. Here are two of our successful bird rescues from the month of June.



SAFETY UPDATE LOREN PRANGE

As of July 7th, we're proud to report an impressive 1,253 days without a lost-time accident — great job, everyone!

This month's online training through Ving covered Forklift Types, Forklift Safe Operation Basics, and 10 Ways to Prevent Workplace Fires.

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

We are transitioning to a new provider for CPR and fire extinguisher training. Everyone will have an opportunity to get certified this year. CPR training is scheduled for August, and fire extinguisher training is tentatively planned for October.



ENGINEERING UPDATE- WES MERKLE

Staff completed 142 locates, 30 I&I inspections and 12 lateral inspections in June. 1,919 locate requests were received and reviewed, including 203 locate requests for HCRUD. Brandon reported no failed inspections. He inspected grease interceptors and sampling structures at several new locations with FOG facilities including multiple buildings at The Farm. He also began verifying water meter data to assist with billing. Eric observed construction at Union Woodlands. Section 1 deep sanitary sewer installation is complete; lateral installation is nearly complete. Crews will move on to testing as well as lift station installation next.

Anthony completed most locates. He is monitoring locate requests for HCRUD. Anthony, Jeff and Aaron located 36,000 feet of sewer and water mains along US31 as part of a large road improvement project that will last two years. This was no small task! In addition to locating, the guys checked signal quality on tone wire looking for anomalies that would indicate trouble with accuracy and repeatability, identified tracer station locations where we can hook on, and consistency with record drawings and GPS. We normally do this as a part of any construction, whether a capital project or private development; however in this case we were not engaged when the HCRUD mains were installed. We have recommended above-grade markers for manholes and hydrants, especially those in or near fields susceptible to impact by farm equipment. Jeff reviewed and uploaded HCRUD GPS data collected during construction into our GIS system. He began investigating how to set up asset management for HCRUD's service area to include system operation and maintenance, permitting, customer service, and more. All this is being done from scratch; our goal is to meet the County's current and future needs and determine how to best set them up for long-term success. Jeff also finished working on sewer main capacity studies in the Michigan Road corridor.

Jeff and Ryan continued assisting with the Anniversary Open House planning. Ryan completed plan review and utility coordination on a variety of projects. Commercial service requests kept him busy. Union Woodlands Section 2 and Shadow Wood are expected to begin construction later this year. Wes completed warranty inspection and coordination for the last plant expansion project, which is now three years past substantial completion. Staff continued assisting Hamilton County with setting up management and operations of HCRUD facilities. CJ Taylor, who is managing HCRUD on behalf of Hamilton County, met with staff to discuss billing setup and procedures as well as permitting, GIS and asset management. Equipment startups continued at HCRUD's plant.

Birthdays

Robb Mendoza July 5
Danile Rossman July 14
Maggie Crediford July 31

Anniversaries

Jason Lewin July 24, 1 year of service

			TriCo Regional Sewer Utility			
			Register of Claims			
			For the period 06/04/2025-07/08/2025			
Payment	Check				Amount	
date		Bank name	Payee name	Amount		Description
6/4/2025		Citizens State Bank Operating	Altman, Poindexter & Wyatt, LLC	\$6,602.68		Legal fees-Bowen/TPI
6/4/2025		Citizens State Bank Operating	Altman, Poindexter & Wyatt, LLC	\$852.50		Legal fees
6/5/2025 6/9/2025		Citizens State Bank R4R Citizens State Bank Operating	BBA Pumps Carmel Utilities	\$58,584.00 \$43.25		CIP-Proj 2516 6" Bypass pump R4R LS Utilities Stormwater
6/9/2025		Citizens State Bank Operating	Citizens Energy Group	\$250.00		Monthly Billing Fee
6/12/2025	21892	Citizens State Bank Operating	Shaun Odom	\$300.00		2025 EWP Reimbursement
6/13/2025		Citizens State Bank Operating	Carmel Utilities	\$1,544.48		Line Maintenance
6/13/2025 6/13/2025		Citizens State Bank Operating Citizens State Bank Operating	Carmel Utilities Carmel Utilities	\$540.52 \$37.33	\$540.52 \$37.33	
6/13/2025		Citizens State Bank Operating	Carmel Utilities	\$19.83	\$19.83	
6/13/2025		Citizens State Bank Operating	Cody Cain	\$67.76		Mileage reim - Kokomo testing 6/12/25
6/13/2025		Citizens State Bank Operating	Daniel Rossman	\$61.60		Mileage reim 5/19, 6/8
6/17/2025		Citizens State Bank Operating	Wolf Creek Portable Piping Products	\$349.59		Line maintenance
6/17/2025 6/17/2025		Citizens State Bank Operating Citizens State Bank Operating	Wolf Creek Portable Piping Products Daniel Rossman	\$217.59 \$82.49		Ball w/lever x MPT Galv 6" 2025 EWP
6/18/2025		Citizens State Bank Operating	Jeffrey Martin	\$30.00		Cell Phone Reimb - reissue ck 19205 - lost
6/23/2025	21900	Citizens State Bank Operating	EDMOND GRAY	\$300.00		REFUND-2540 WINELAND CREEK DR
6/23/2025		Citizens State Bank Operating	LEONID STRELTSOV	\$175.48		REFUND-616 BREAVERBROOK DR
6/23/2025 6/23/2025		Citizens State Bank Operating Citizens State Bank Operating	Jason Lewin AFLAC	\$50.40 \$374.02		Mileage 6/16,6/17 June Emp Ins
6/24/2025		Citizens State Bank Operating	Maggie Crediford	\$179.90		Reim for Liquid IV
6/24/2025		Citizens State Bank Operating	Ziplines Education	\$2,450.00		Jazmine Ealy Digital Marketing Science Certificate
6/25/2025		Citizens State Bank Operating	Andrew Lehner	\$87.50	\$87.50	Cell Phone Reimb - May and June 2025
6/25/2025		Citizens State Bank Operating	Brandon Woolf	\$50.00		Cell Phone Reimb
6/25/2025 6/25/2025		Citizens State Bank Operating Citizens State Bank Operating	Eric Luis Delacruz Jacob McDonald	\$50.00 \$87.50		Cell Phone Reimb Cell Phone Reimb - May and June 2025
6/25/2025		Citizens State Bank Operating	Jacob Nickel	\$62.50		Cell Phone Reimb - May and June 2025
6/25/2025		Citizens State Bank Operating	Jason Lewin	\$50.00	\$50.00	Cell Phone Reimb
6/25/2025		Citizens State Bank Operating	Jeffrey Martin	\$50.00		Cell Phone Reimb
6/27/2025 6/27/2025		Citizens State Bank Operating Citizens State Bank Operating	ALEXANDER MENARD BRENDON PETERS	\$238.53 \$28.11		REFUND-2979 KINGS CT REFUND-4243 RIVERBIRCH
6/27/2025		Citizens State Bank Operating	CATHERINE BROWN	\$30.03		REFUND-225 VALI
6/27/2025		Citizens State Bank Operating	CHANDRASHEKHAR OR UMA KUBAL	\$26.31		REFUND-1809 MILFORD
6/27/2025		Citizens State Bank Operating	CYNTHIA HUANG	\$30.03		REFUND-12481 CARMEL
6/27/2025		Citizens State Bank Operating	DAVID TUTOR	\$30.03		REFUND-10770 CROOKED
6/27/2025 6/27/2025		Citizens State Bank Operating Citizens State Bank Operating	EDWARD J HELLMAN ELIZABETH JUAREZ	\$26.57 \$26.03		REFUND-12715 NORFOLD REFUND-351 MALLARD
6/27/2025		Citizens State Bank Operating	ERIC SPUTH	\$31.03		REFUND-12682 FRENCH
6/27/2025	21922	Citizens State Bank Operating	GANESH BABU MONDA OR PRADEEP 1	\$28.72	\$28.72	REFUND-13693 CUNNING
6/27/2025		Citizens State Bank Operating	GARY W HATCHER	\$24.05		REFUND-1941 ORCHARD
6/27/2025 6/27/2025		Citizens State Bank Operating Citizens State Bank Operating	HAROLD OWENS HUIJIE LIU	\$25.07 \$22.02		REFUND-14242 BRANDT REFUND-3665 CONIFER
6/27/2025		Citizens State Bank Operating	JEFFREY C OR CHRISTIN CONNER	\$17.43		REFUND-1472 WINDPUMP
6/27/2025	21927	Citizens State Bank Operating	JOSEPH SOURWINE	\$11.12	\$11.12	REFUND-520 BRIDGEM
6/27/2025		Citizens State Bank Operating	KENDRA OR FRANCISCO GARCIA	\$29.12		REFUND-13466 SHAKAMA
6/27/2025 6/27/2025		Citizens State Bank Operating Citizens State Bank Operating	LINDSEY WELTY LISA WILLIAMS	\$33.04 \$26.03		REFUND-10710 WESTFIELD REFUND-12652 MEETING HOUSE
6/27/2025		Citizens State Bank Operating	MARCY WILLIAMS	\$38.96		REFUND-10710 WESTFIELD
6/27/2025		Citizens State Bank Operating	NATHAN FURNEY	\$30.03		REFUND-11509 WILDLIF
6/27/2025	21933	Citizens State Bank Operating	PARTICIA ROCHE (R)	\$6.11	\$6.11	REFUND-10768 BELAIR DR
6/27/2025		Citizens State Bank Operating	RENEE SMITH (R)	\$40.74		REFUND-14479 CARLOW
6/27/2025 6/27/2025		Citizens State Bank Operating Citizens State Bank Operating	SAM YEARY SANDRA ANDERSON	\$30.03 \$30.00		REFUND-12481 CARMEL REFUND-11013 BROADWAY
6/27/2025		Citizens State Bank Operating	SHERRI LOSO	\$11.02		REFUND-13668 CHESWICK
6/27/2025	21938	Citizens State Bank Operating	TABITHA K MEIER	\$66.06		REFUND-467 RAYLE
6/27/2025		Citizens State Bank Operating	VAMSHEEDHAR KONDA	\$30.03		REFUND-13226 SALAMONE
6/27/2025 6/27/2025		Citizens State Bank Operating Citizens State Bank Operating	VICKY MEIER WILLIAM HELSLEY	\$17.75 \$9.48		REFUND-10875 SANTA REFUND-11510 MONON
6/30/2025		Citizens State Bank Operating	Amanda Foley	\$300.00		June 2025 board per diem
6/30/2025	21943	Citizens State Bank Operating	Carl S. Mills	\$1,050.00	\$1,050.00	June 2025 board per diem
6/30/2025		Citizens State Bank Operating	Eric Hand	\$450.00		June 2025 board per diem
6/30/2025 6/30/2025		Citizens State Bank Operating Citizens State Bank Operating	Jane B. Merrill Jeffrey Kimbell	\$300.00 \$450.00		June 2025 board per diem June 2025 board per diem
6/30/2025		Citizens State Bank Operating	Loren Matthes	\$450.00		June 2025 board per diem June 2025 board per diem
6/30/2025		Citizens State Bank Operating	Michael A. McDonald	\$900.00		June 2025 board per diem
6/30/2025	21949	Citizens State Bank Operating	Steve Pittman	\$300.00	\$300.00	June 2025 board per diem
6/30/2025		Citizens State Bank Operating	Cindy Sheeks	\$37.54		Meeting refreshments
6/30/2025 7/2/2025		Citizens State Bank Operating Citizens State Bank Operating	Matt Starr Carmel Utilities	\$36.40 \$48.08		On call mileage 6/21/25 LS Utilities
7/7/2025		Citizens State Bank Operating	VIJAY MALHOTRA	\$845.95		REFUND-11217 HERITAGE VIEW LANE
7/7/2025		Interceptor	Xylem Water Solutions USA Inc	\$26,473.49		CIP-Proj 2521 LEC LS 28 Interceptor
7/7/2025	21955	Interceptor	Xylem Water Solutions USA Inc	\$8,760.00	\$8,760.00	CIP-Proj 2521 LEC LS 28 Interceptor
7/7/2025		Citizens State Bank R4R	Xylem Water Solutions USA Inc	\$49,519.00		CIP-Proj 2503 PO 2097
7/7/2025 7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	Barthuly Irrigation, Inc BBC Pump and Equipment Co Inc	\$140.00 \$1,480.00		Service call Fog Rod w/ Cable
7/7/2025		Citizens State Bank Operating	BBC Pump and Equipment Co Inc	\$864.07		Fog Rod w/ Cable
7/7/2025		Citizens State Bank Operating	Bee Green Lawn & Plant Health	\$171.25		OR3 Early Summer Organic Lawn Care Treatment
7/7/2025	21959	Citizens State Bank Operating	Bee Green Lawn & Plant Health	\$120.96	\$120.96	Plant Health Care

			TriCo Regional Sewer Utility			
			Register of Claims			
			For the period 06/04/2025-07/08/2025			
Day was a set	Chask				A	
Payment date	Check number	Bank name	Payee name	Amount	Amount	Description
7/7/2025		Citizens State Bank Operating	Bee Green Lawn & Plant Health	\$114.58		Mulch Pre Emergent
7/7/2025		Citizens State Bank Operating	Black Tie Courier	\$525.00		Courier Service
7/7/2025		Citizens State Bank Operating	Brehob Corporation	\$728.19		PM Air Compressors
7/7/2025		Citizens State Bank Operating	Carmel Utilities	\$92,032.09		June 2025 treatment costs
7/7/2025		Citizens State Bank Operating	Carmel Utilities Carmel Utilities	\$1,066.80		June 2025 commercial reads
7/7/2025 7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	Citco Water	\$19.83 \$7,328.00	\$19.83 \$7.328.00	Alum Sulfate
7/7/2025		Citizens State Bank Operating	Complete Sealcoating & Excavation Service	\$7,775.44		LS Sealing
7/7/2025		Citizens State Bank Operating	Creekside Safety LLC	\$500.00		Safety Trng & traffic Control
7/7/2025		Citizens State Bank Operating	Current Publishing	\$800.00		Advertising
7/7/2025		Citizens State Bank Operating	Donohue	\$3,060.00		Plant & LS Systems Support
7/7/2025 7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	Doxim Doxim	\$9,909.91 \$5,385.85	\$9,909.91 \$5,385,85	Bill Processing
7/7/2025		Citizens State Bank Operating	EADS Roofing/Exteriors	\$5,495.00		Siding & Trim Install/Repair
7/7/2025		Citizens State Bank Operating	Environmental Resource Associates	\$717.82		Sewer Sampling
7/7/2025		Citizens State Bank Operating	Faco Waterworks, LLC	\$1,867.49		Plug Valve & R&L Pro
7/7/2025		Citizens State Bank Operating	Ferguson Enterprises Inc #1480	\$6.65		LS R & M
7/7/2025 7/7/2025		Citizens State Bank Operating	Fish Window Cleaning	\$725.00		Window cleaning
7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	Grainger Grainger	\$476.02 \$153.31		Gloves, clipboard, gear oil Plant Supplies
7/7/2025		Citizens State Bank Operating	Grainger	\$192.76		Plant Supplies
7/7/2025	21976	Citizens State Bank Operating	Grainger	\$77.20	\$77.20	Battery
7/7/2025		Citizens State Bank Operating	Grainger	\$274.78	\$274.78	
7/7/2025		Citizens State Bank Operating	Grainger	\$22.74	\$22.74	
7/7/2025 7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	Grainger Hach Company	\$1,266.60 \$5,008.75		Magnt Drv Pmp AS950 Controller
7/7/2025		Citizens State Bank Operating	Hach Company	\$424.10		Pump Tubing Silicone
7/7/2025		Citizens State Bank Operating	Hach Company	\$1,195.35	\$1,195.35	
7/7/2025		Citizens State Bank Operating	Hach Company	\$1,238.77		Phosphorus
7/7/2025		Citizens State Bank Operating	Harris Computer Systems	\$8,130.00		HCRUD implementation 50%
7/7/2025 7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	IT Indianapolis/Core IT Indianapolis/Core	\$9,874.41 \$1,210.54	\$9,874.41 \$1,210.54	Monthly support
7/7/2025		Citizens State Bank Operating	Kirby Risk Corporation	\$237.48	\$237.48	
7/7/2025		Citizens State Bank Operating	KOORSEN FIRE & SECURITY	\$30.00		Qrtly Fire Alarm Monitoring
7/7/2025		Citizens State Bank Operating	Linde Gas & Equipment Inc	\$53.34		Acetylene
7/7/2025		Citizens State Bank Operating	Maco Press	\$2,360.68		Billing rate increase insert
7/7/2025		Citizens State Bank Operating	MCMASTER-CARR	\$222.01		PVC Pipe
7/7/2025 7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	Merrell Brothers, Inc. Merrell Brothers, Inc.	\$10,362.86 \$9,753.28		Biosolids Removal Biosolids Disposal
7/7/2025		Citizens State Bank Operating	Microbac Laboratories, Inc.	\$178.00		Testing supplies
7/7/2025		Citizens State Bank Operating	Motion Industries	\$1,817.78		Cust Nord Gearmotor
7/7/2025		Citizens State Bank Operating	NCL of Wisconsin, Inc	\$603.95		Sewer Sampling
7/7/2025		Citizens State Bank Operating	Office Depot	\$114.01	\$114.01	
7/7/2025 7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	Office Depot Paymentus Group, Inc.	\$190.25 \$65.70	\$190.25 \$65.70	May Trans Fees
7/7/2025		Citizens State Bank Operating	Protection Plus	\$160.00		Traffic control
7/7/2025		Citizens State Bank Operating	Purafil, Inc	\$4,039.24		PO 2115 Odorcarb, Odormix
7/7/2025		Citizens State Bank Operating	Simplifile	\$810.00		Filing fees
7/7/2025		Citizens State Bank Operating	Sunbelt Rentals	\$223.06		Manlift Rental
7/7/2025		Citizens State Bank Operating	Taylor Oil Company, Inc.	\$2,005.72	\$2,005.72	
7/7/2025 7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	Utility Supply Company Utility Supply Company	\$54.66 \$208.71		Line Maintenance Line Maintenance
7/7/2025		Citizens State Bank Operating	Utility Supply Company	\$164.07		Plastic Pit Extension
7/7/2025		Citizens State Bank Operating	Vasey Commercial Heating & AC, Inc.	\$564.00		Plant R&M
7/7/2025		Citizens State Bank Operating	Vasey Commercial Heating & AC, Inc.	\$1,582.23		Actuator R&M
7/7/2025		Citizens State Bank Operating	Xylem Water Solutions USA Inc	\$1,525.30		Basic Repair Kit
7/7/2025 7/7/2025		Citizens State Bank Operating Citizens State Bank Operating	Altman, Poindexter & Wyatt, LLC Altman, Poindexter & Wyatt, LLC	\$452.80 \$16,640.00		Legal fees - Marchette Legal fees - Bowen
7/7/2025		Citizens State Bank Operating	Altman, Poindexter & Wyatt, LLC Altman, Poindexter & Wyatt, LLC	\$10,040.00	\$1,707.50	
7/8/2025		Citizens State Bank Operating	Ameri-Turf	\$68.00	\$68.00	
7/8/2025	21201	Citizens State Bank Operating	Environmental Resource Associates	\$12,468.90	\$12,468.90	Software renewal
7/8/2025		Citizens State Bank Operating	Vasey Commercial Heating & AC, Inc.	\$1,422.00		Plant R & M
6/6/2025		Citizens State Bank Operating	Shaun Odom The Cincinnati Incurance Company	\$50.00		Cell Phone Reimb - ck 20955 was voided & reissued &
6/6/2025 6/9/2025		Citizens State Bank Operating Citizens State Bank Operating	The Cincinnati Insurance Company Empower Retirement (Hoosier START)	\$5,680.00 \$13,273.80		2024-2024 Workers comp Payroll PPE 6/6/25
6/9/2025		Citizens State Bank Operating	ADP	\$101,706.34		Payroll PPE 0/0/2025
6/9/2025	2025261	Citizens State Bank Operating	CenterPoint Energy/Vectren Energy	\$167.23		Plant Utilities
6/9/2025		Citizens State Bank Operating	IPL	\$6,961.77		LS 2 Utilities
6/13/2025		Citizens State Bank Operating	CenterPoint Energy/Vectren Energy	\$48.77	\$48.77	
7/1/2025		Citizens State Bank Operating	Indiana Public Employers Mutual of Omaha	\$38,121.27		July 2025 Insurance
6/20/2025 6/13/2025		Citizens State Bank Operating Citizens State Bank Operating	ADP	\$4,907.69 \$174.47		Insurance - July 2025 Workforce Now
6/23/2025		Citizens State Bank Operating	ADP	\$169.60		Workforce Now Essential Time
6/23/2025		Citizens State Bank Operating	ADP	\$107,991.31		Payroll PPE 06/20/2025
6/23/2025	2025271	Citizens State Bank Operating	Empower Retirement (Hoosier START)	\$13,808.46	\$13,808.46	Payroll PPE 6/2025
6/23/2025		Citizens State Bank Operating	Duke Energy	\$430.44	\$430.44	
6/23/2025		Citizens State Bank Operating	Duke Energy	\$28,510.03	\$28,510.03	
6/23/2025	2025274	Citizens State Bank Operating	Duke Energy	\$1,661.75	\$1,661.75	L5 1/

			TriCo Regional Sewer Utility			
			Register of Claims			
			For the period 06/04/2025-07/08/2025			
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,	Check		_		Amount	
	number	Bank name	Payee name	Amount		Description
6/23/2025		Citizens State Bank Operating	Duke Energy	\$476.04	\$476.04	
6/23/2025	2025276	Citizens State Bank Operating	Duke Energy	\$1,513.54	\$1,513.54	LS 14
6/23/2025	2025277	Citizens State Bank Operating	Duke Energy	\$316.43	\$316.43	LS 19
6/23/2025	2025278	Citizens State Bank Operating	Duke Energy	\$688.78	\$688.78	LS 26
6/23/2025		Citizens State Bank Operating	Duke Energy	\$181.05	\$181.05	
6/23/2025		Citizens State Bank Operating	Duke Energy	\$1,331.97	\$1,331.97	
6/23/2025		Citizens State Bank Operating	Duke Energy	\$301.12	\$301.12	
6/23/2025		Citizens State Bank Operating	Duke Energy	\$76.46	\$76.46	
6/23/2025		Citizens State Bank Operating	AT & T	\$1,380.90	\$1,380.90	
6/30/2025		Citizens State Bank Operating	ADP	\$182.36	. ,	Workforce Now
6/11/2025		Citizens State Bank Operating	Citizens Energy Group	\$106.60	\$106.60	
6/11/2025		Citizens State Bank Operating	Citizens Energy Group	\$30.93	\$30.93	
6/30/2025		Citizens State Bank Operating	Citizens State Bank	\$20.00		Banking fee
7/1/2025		Citizens State Bank Operating	Amazon Capital Services	\$102.98		Cert Study Guide
7/1/2025		Citizens State Bank Operating	Amazon Capital Services	\$126.95		Keyboard and mouse
7/1/2025		Citizens State Bank Operating	Amazon Capital Services	\$51.96		Plant R & M
7/1/2025		Citizens State Bank Operating	Amazon Capital Services	\$197.98	\$197.98	Office Supplies
7/1/2025	2025288	Citizens State Bank Operating	Amazon Capital Services	\$99.99	\$99.99	Coffee Maker & Pods
7/1/2025	2025288	Citizens State Bank Operating	Amazon Capital Services	\$131.31	\$131.31	Deck Mount
6/25/2025		Citizens State Bank Operating	Republic Services #761	\$734.96	\$734.96	Trash service
5/11/2025		Citizens State Bank Operating	AT&T Mobility	\$2,393.12		E Phones & Tablets
6/27/2025		Citizens State Bank Operating	Napa Auto Parts	\$40.98	7-,	Brake Parts Cleaner less discount and tax
7/2/2025		Citizens State Bank Operating	Amazon Capital Services	\$81.19		Pail/cleaner
6/30/2025		Citizens State Bank Operating	Citizens State Bank	\$998.13		June lockbox fees
7/3/2025		Citizens State Bank Operating	Amazon Capital Services	\$77.14		Office Supplies
7/3/2025		Citizens State Bank Operating	Amazon Capital Services	\$434.40		Copier toner
7/3/2025		Citizens State Bank Operating	Jive Communications, Inc	\$764.32		Phone system
7/3/2025		Citizens State Bank Operating	IPL	\$49.44	\$49.44	
7/3/2025		Citizens State Bank Operating	IPL	\$74.94	\$74.94	LS 20
7/3/2025	2025298	Citizens State Bank Operating	IPL	\$474.81	\$474.81	LS 9
7/3/2025	2025299	Citizens State Bank Operating	IPL	\$157.43	\$157.43	LS 3
7/3/2025	2025300	Citizens State Bank Operating	IPL	\$891.47	\$891.47	LS 8
7/3/2025	2025301	Citizens State Bank Operating	IPL	\$54.30	\$54.30	LS 18
7/3/2025		Citizens State Bank Operating	IPL	\$122.01	\$122.01	LS 12
7/3/2025		Citizens State Bank Operating	IPL	\$1,713.14	\$1,713.14	
7/3/2025		Citizens State Bank Operating	IPL	\$82.34	\$82.34	
7/3/2025		Citizens State Bank Operating	IPL	\$124.42	\$124.42	
7/3/2025		Citizens State Bank Operating	IPL	\$59.26	\$59.26	
			ADP			
7/7/2025		Citizens State Bank Operating		\$99,739.32		Payroll PPE 07/04/2025
7/7/2025		Citizens State Bank Operating	Empower Retirement (Hoosier START)	\$13,251.14		Payroll PPE 7/4/2025 401a, 457b, Roth
7/7/2025		Citizens State Bank Operating	IPL	\$7,895.25	\$7,895.25	
7/7/2025		Citizens State Bank Operating	PNC	\$9,397.06		Credit Card Expenses 6/25
7/8/2025		Citizens State Bank Operating	Amazon Capital Services	\$341.40		Repair parts
7/8/2025	2025312	Citizens State Bank Operating	CenterPoint Energy/Vectren Energy	\$71.57	\$71.57	Plant Utilities
					\$875,933.47	
OWANCE	OF CLAIM	S				
nave exam	nined the cla	aims listed on the foregoing Regis	ster of Claims, consisting of 3 pages, and ex	cept		
			s are hereby allowed in the total amount of			
			,			
			\$875,933.47			

Docket Report Information

For the period 06/04/2025-07/08/2025

CIP-Proj 2516 6" Bypass pump R4R	\$58,584.00
CIP-Proj 2521 LEC LS 28 Interceptor	\$35,233.49
CIP-Proi 2503 PO 2097	\$49.519.00

	\$143,336.49
Payroll - ADP	\$309,436.97
Carmel Utilities - June flow	\$92,032.09
District Health Insurance	\$43,028.96
Other Expenses	\$288,098.96
Total Expenses	\$875,933.47

Selected Statistics 2025	January	February	March	April	Мау	June	2025 Monthly Average	2025 YTD	2024 Through June
Maintenance Information									
Lateral Inspections	15	40	30	18	27	12	24	142	163
Certified I&I Inspections	20	25	46	34	19	30	29	174	171
Failed I&I Inspections	0	0	0	0	0	0	0	0	2
Sewer Locates	178	346	299	199	173	142	223	1,337	2,079
Manholes Added	0	9	2	0	8	0	3	19	96
Total # of Manholes	6,233	6,242	6,244	6,244	6,252	6,252	N/A	N/A	N/A
Manholes Inspected	0	1,189	753	0	0	4	324	1,946	1,209
Feet of Sewer Added	1,663	1,296	593	2	3,023	6	1,097	6,583	18,696
Total Footage of Sewers	1,791,545	1,792,841	1,793,434	1,793,436	1,796,459	1,796,453	N/A	N/A	N/A
Feet of Sewer Televised	25,886	19,435	0	27,183	19,661	47,563	23,288	139,728	159,306
Acoustic Sewer Inspection	0	Ó	0	4,895	46,124	48,724	16,624	99,743	50,707
Feet of Sewer Cleaned	0	0	0	0	0	0	0	0	15,190
Overflows	0	0	0	0	0	0	0	0	3
Feet of LPFM Cleaned	0	0	0	0	0	0	0	0	12,251
LS 1 to Carmel Utilities									
Rainfall/Precipitation (inches)	0.34	0.50	3.79	5.5	6.52	5.8	3.74	22.45	24
Total Flow (gallons)	33,740,290	30,286,454	31,073,709	43,666,039	38,841,036	40,798,456	36,400,997	218,405,984	204,574,175
Max Daily Flow (gallons)	1,491,647	1,610,748	1,093,141	3,489,778	1,839,024	1,758,106	1,880,407	3,489,778	3,348,691
Average Daily Flow (gallons)	1,088,396	976,982	1,002,378	1,408,582	1,252,936	1,359,948	1,181,537	N/A	N/A
Min Daily Flow (gallons)	996,081	972,582	899,999	1,099,475	1,005,094	1,106,569	1,013,300	899,999	835,566
TriCo WRRF		,	•		, ,	, ,			·
Total Flow (gallons)	110,384,000	93,889,000	108,385,000	117,132,000	119,246,000	118,819,000	111,309,167	667,855,000	636,155,000
Max Daily Flow (gallons)	4,381,000	3,819,000	4,110,000	7,683,000	5,451,000	5,908,000	N/A	7,683,000	7,763,000
Average Daily Flow (gallons)	3,560,774	3,353,179	3,496,290	3,904,400	3,846,645	3,960,633	3,686,987	N/A	N/A
Min Daily Flow (gallons)	3,240,000	2,573,000	3,154,000	3,424,000	3,289,000	3,217,000	3,149,500	2,573,000	2,580,000
Total Flow to Both Plants	144,124,290	124,175,454	139,458,709	160,798,039	158,087,036	159,617,456	134,149,872	886,260,984	840,729,175
Biosolids Handling (gals)									
Wasted (Biosolids)	2,789,000	2,970,000	2,891,000	2,775,000	2,854,000	2,757,000	2,839,333	17,036,000	13,525,000
Dewatered	1,251,100	1,290,110	1,428,600	1,034,464	1,311,935	1,471,915	1,298,021	7,788,124	2,796,040
Digested Sludge Withdrawn	988,000	957,000	1,126,000	1,337,000	1,388,000	1,391,000	1,197,833	7,187,000	7,910,000
Customer Information								17,108	
New Sewer Service Accounts	45	41	18	11	7	29	25	151	156
Permits Issued	8	35	28	16	16	18	20	121	175

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.
- 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.
- D. HCRUD intends to use the Facilities to provide service to its IDEM-authorized service territory.
- 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.
- F. HCRUD and TriCo desire to enter into a three (3) year agreement for TriCo to manage and operate the Facilities.

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

A. EFFECTIVE DAT

This Agreement shall be effective as of , 2025.

B. DURATION OF AGREEMENT & AGREEMENT RENEWAL

The term of this Agreement is three (3) years and shall be effective through ______, 2028.

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 care 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 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.

- 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.
- M. TriCo will maintain billing and other records in accordance with the requirements of the State Board of Accounts.
- N. The services to be performed by Trico are described in more detail in <u>Exhibit 1</u>, 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 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. <u>TriCo - Compensation and Related Procedure</u>

In consideration of the TriCo scope of services described herein (and <u>Exhibit 1</u>), 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. <u>HCRUD - Payment of HCRUDs Employees</u>

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.
- 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. <u>Insurance and Risk Provisions</u>

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:

Occurrence/Aggregate

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. HCRUD 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 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 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.

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.

E. 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.

G. <u>Miscellaneous</u>

- 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

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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized offices, have executed this Agreement as of the date first above written.

Hamilton County Regional Utility Distric Hamilton County, Indiana	t	
(Authorized Signature)	Date	
TriCo Regional Sewer Utility Boone County, Indiana		
By: Carl Mills, President	Date	
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. 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 including but not limited to pumps, blowers, mixers, valves, screens, UV disinfection, controls and instrumentation 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 all processes 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.
- 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 data points including wet well level, flow rate, pump speed, and power.

- Remotely check for operational issues, often preventing trouble and equipment failures before they arise.
- 12) Lift Station Inspections: Visit all lift stations at least once a week to verify proper operation of pumps, generators, electrical gear and controls.
- 13) Weekly Property Maintenance Visits: Visit all lift stations weekly for mowing, plowing, and general upkeep.
- 14) Wet Well Cleaning: Clean all lift station wet wells at least twice a year to remove grit and debris settling at the bottom. Some may be cleaned more frequently depending on accumulating fats, oils, and grease.
- Pump Inspections and Preventive Maintenance: Pull, inspect, and maintain every pump at least once a year in accordance with manufacturer recommendations.
- Valve Inspections and Service: Inspect and service all air release valves and check valves annually. Inspect (where possible) and exercise plug valves.
- 17) Easement Maintenance Program: Clear off-road easements to assure access at least once a year.
- 18) Ground Maintenance: Mow, clear, and perform other necessary grounds maintenance of the wastewater treatment plant, collection system properties, and water distribution properties as requested by HCRUD 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 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. TriCo shall review locate requests, 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. In no event will TriCo be responsible for collecting or processing any HCRUD payments, nor receive, collect, deposit, deliver, invest or otherwise handle the funds of HCRUD.
- 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.

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 HCRUD operations will be billed at cost.
- 4. The following fixed costs identified in TriCo's operating budget will be shared on a prorata basis. HCRUD's share of these costs will be the percentage of HCRUD'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 HCRUD).
 - 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



BUDGET & FINANCE MEETING

Thursday, June 26, 2025, at 8:00 a.m. Memorandum

Ms. Merrill called the meeting to order at 8:00 a.m.

Members Present: Committee Chair Jane Merrill, members Loren Matthes and Carl Mills. Others in attendance were Board member Jeff Kimbell, Utility Director Andrew Williams, Controller Cindy Sheeks, Engineering Manager Wes Merkle, and Administrative Assistant Maggie Crediford.

PUBLIC COMMENT

There was no one present from the public.

FINANCIALS

Ms. Sheeks said there were no unexpected expenses this past month. Ms. Matthes asked about the spending year to date. Ms. Sheeks said there had been some unexpected spending on repairs and maintenance that happened in the first half of the year, but she expects it to be within the yearly approved budget by the end of the year. Mr. Mills said he and Ms. Sheeks need to reevaluate the investments and see if there is a longer-term option to pay more returns. Ms. Sheeks said she will investigate what is available.

HCRUD AGREEMENT

Mr. Williams said the highlighted text in the agreement reflects changes made by either himself, Mr. Merkle or Mrs. Poindexter, the color of the text has no significance other then indicating who wrote it or when it was written. Staff wanted the Board to see the changes made by TriCo before receiving a clean copy for consideration. Mr. Merkle walked the committee through a presentation. The committee and Mr. Kimbell discussed their questions/concerns with the agreement. Mr. Merkle and Mr. Williams addressed their questions. Mr. Williams said HCRUD would like to approve the agreement at their July 14, 2025, meeting, however they meet at 10:00 a.m. on that day and TriCo's Board meets at 5:00 p.m. at night. Mr. Mills said he would like to hold a special meeting during the week of July 7th to approve the contract so HCRUD can proceed with their approval at their meeting. Mr. Kimbell said he will be out of town early that week because of the Holiday. Staff will reach out to Board members and see if they would be available to move the July Board meeting to either Thursday, July 10 or Friday, July 11, 2025.

Ms. Merrill left the meeting at 9:00 a.m.

Mr. Mills left the meeting at 9:12 a.m.

ADJOURNMENT

The meeting was adjourned at 9:18 a.m.

Respectfully Submitted,

Cindy Sheeks
Cindy Sheeks
Controller



PERSONNEL & BENEFITS MEETING

Wednesday, June 25, 2025, at 7:30 a.m. Memorandum

Mr. Hand called the meeting to order at 7:33 a.m.

Members Present: Members Eric Hand and Michael McDonald. Others in attendance were Legal Counsel Anne Poindexter, Utility Director Andrew Williams, Engineering Manager Wes Merkle, Controller Cindy Sheeks, Staff Member Daniel Rossman, and Administrative Assistant Maggie Crediford. Mr. Kimbell was absent.

PUBLIC COMMENT

There was no one present from the public.

SAFETY REPORT

Mr. Williams said there have been no lost time accidents. Staff updated safety equipment. TriCo had its yearly safety inspection by the IWEA Safety Committee, nothing of significance was found. Gate keypads have been added to the inside of the plant gates allowing employees to get out of the gates in an emergency. Previously you needed to be in a vehicle for the gate to open.

HCRUD AGREEMENT

Mrs. Poindexter told the committee that all the highlighted changes were made by either herself or TriCo staff. The different colors do not have any significance in importance, it just indicates who made the suggested changes. Hamilton County has indicated that they will accept all the proposed changes to the service agreement. Mr. Williams said TriCo may need to have a special Board meeting the week of July 7th to approve the contract so that HCRUD can approve it at their meeting on July 14th. They meet at 10:00 a.m. and TriCo's Board does not meet until 5:00 p.m. that night. Ms. Sheeks said CJ from HCRUD was at TriCo last Friday to learn about the billing system and ask questions. Mr. Merkle said TriCo has already been helping HCRUD with locates and attending equipment training. The contract needs to be approved in July. Mr. Williams said he is comfortable with the contract in its current form. It is written so TriCo customers take no responsibility or incur any risks for the operating costs associated with HCRUD. Hamilton County taxpayers will be subsidizing the cost of the HCRUD until they have a significant customer base so TriCo is excited to help them run in the most cost-effective and efficient way possible.

Mr. Merkle explained that TriCo will be in charge of locating, billing and inspecting the water mains as well as the sewers but will not be operating the water. Mr. McDonald asked who would be receiving payments. Ms. Sheeks and Mrs. Poindexter explained that HCRUD will need to figure that out on their own as TriCo will not be doing any of their

accounting, State financial reporting, or banking deposits. The funds cannot be commingled in any way.

Mr. Merkle explained that costs for needed operational materials and supplies will be purchased by TriCo and billed back to HCRUD. Fixed costs such as utilities will be paid by HCRUD directly. Mr. Hand asked if additional staff will be needed. Mr. Williams said he had not planned on added staff initially as we work through the startup of the utility. Once we see the time needed for connections inspections, operational needs and the rate of development, staff additions will be considered. The TriCo employee who takes on the responsibility of operator of record for HCRUD will be eligible for a premium pay of an additional \$2 to \$3 per hour. Mr. Williams will be reaching out to current employees who have the required Operator's license to see who would be interested in the additional responsibilities.

Mr. Williams encouraged committee members to email him if they had any further questions about the contract.

ADJOURNMENT

The Meeting was adjourned at 8:59 a.m.

Respectfully Submitted,

Andrew Williams
Utility Director



MEMORANDUM

To: Board of Trustees

From: Andrew Williams

Date: July 7, 2025

Subject: Premium Pay for Operator of Record

With the pending operations agreement with HCURD, we would provide the certified operator for their wastewater treatment plant. This operator would be the operator of record on their NPDES permit. The operator would certify all test results and submit the monthly reports to IDEM and EPA. The employee selected to be the Operator of Record will continue in their current position, maintaining their current responsibilities while working on TriCo tasks. While working on HCRUD tasks, the operator position will be responsible for ensuring plant operations are in compliance with the NPDES permit. In Indiana, certified wastewater operators are subject to both disciplinary actions by the Indiana Department of Environmental Management (IDEM) and potential civil liability for violations related to wastewater treatment plant operations. Recognizing the additional responsibility that is inherent with this role, I am recommending the Board authorize a "premium pay" to be added to the employee's hourly rate.

NFP, our compensation consultant, was hired to conduct a study of the appropriate premium pay for the responsibilities of operator of record. The data has been gathered from various public sources and internal documents to offer a comprehensive analysis.

Data Sources

The primary sources of data for this report include:

- 1. Indiana Department of Environmental Management (IDEM): Indiana's wastewater compliance branch, which provides information, direction, assistance, training and materials to help stay or return to compliance with the rules and limits set out in the National Pollutant Discharge Elimination System (NPDES) permits.
- 2. Indiana Data Hub: Managed by the Indiana Management Performance Hub, this resource offers actionable data covering various subject matters within Indiana State Government.
- 3. Internal Documents: Various compensation analysis reports, salary ordinances, and job match reviews from municipalities such as City of Carmel, City of Fishers, City of Westfield, TriCo Regional Sewer Utility, Town of Brownsburg, Town of Plainfield, and Town of Zionsville.

Key Findings: Premium Pay Options

Premium pay encompasses additional compensation for specific skills or certifications. The data indicates that the Operator of Record, who typically holds the highest levels of IDEM certification, would likely qualify for premium pay between \$2.00 and \$3.00 per hour.

I recommend the premium pay be set at \$2.50 per hour. The attached Salary Ordinance reflects this recommendation.

Ordnance 7-10-2025

An Ordinance establishing premium pay for a designated position.

WHEREAS, the TriCo Regional Sewer Utility (hereinafter "TriCo") has approved an agreement with the Hamilton County Regional Sewer Utility (hereinafter "HCRUD") to operate their Wastewater Treatment Facility, and;

WHEREAS, TriCo will provide the Operator of Record for HCRUD's wastewater treatment plant, responsible for ensuring all plant operations are in compliance with the NPDES permit, certify all test results and submit the monthly reports to IDEM and EPA. The TriCo employee selected to be the HCRUD Operator of Record will additionally continue in their TriCo current position, maintaining their current responsibilities, and;

WHEREAS, the TriCo Board of Trustees (hereinafter "Board") has adopted prior ordinances pertaining to salary matters for the TriCo staff, and;

WHEREAS, the Board recognizes the additional responsibility inherent with the HCRUD Operator of Record role and sees the need to establish a premium pay for this role.

NOW THEREFORE, Be It Ordained by the Board that:

Effective July 14, 2025, there shall be a premium pay of \$2.50 per hour for the employee in the role of HCRUD Operator of Record.

In the event of a conflict between this ordinance and previous ordinances, the most recent ordinance terms will prevail.

Executed this 10th day of July 2025.

TriCo Regional Sewer Utility by its Trustees:

By:		By:	
-	Amanda Foley	, <u>—</u>	Eric Hand
By:		By:	
, -	Jeff Hill	, <u>—</u>	Jeffrey Kimbell
By:		By:	
, -	Jane Merrill	, <u>—</u>	Carl Mills
Ву:_		By:	01 877
_	Michael McDonald	, <u> </u>	Steve Pittman
Ву:_			
-	Loren Matthes		

CAPITAL & CONSTRUCTION MEETING



Monday, July 7, 2025, at 4:30 p.m. Memorandum

Ms. Foley called the meeting to order at 4:35 p.m.

ROLL CALL

Members Present: Committee Chair Amanda Foley, members Steve Pittman and Jeff Hill. Others in attendance were Legal Counsel Anne Poindexter, Utility Director Andrew Williams, Engineering Manager Wes Merkle and Administrative Assistant Maggie Crediford.

PUBLIC COMMENT

There was no one present from the public.

SERVER CONSOLIDATION

Mr. Williams said the server consolidation was also discussed at the Infrastructure and Security Committee meeting. The current servers are out of date and need to be updated. Core Managed recommended consolidating the two servers into one during the upgrade. Mr. Pittman asked if Mr. McDonald had been consulted. Mr. Williams said he was during the Infrastructure and Security Committee Meeting and he is fine with the upgrade. Mr. McDonald did have some requests for server room security and HVAC changes. Mr. Hill asked if this upgrade will have enough space to support TriCo's new efforts with HCRUD. Mr. Merkle said he anticipated more capacity will be needed years down the road as we add staff and likely when the equipment is due for replacement anyways. Hamilton County and TriCo will maintain their own separate systems and networks for security purposes.

HCRUD AGREEMENT

Mrs. Poindexter explained that all the colored text in the proposed agreement are changes suggested by either her or TriCo staff. Mr. Mills wanted all the committees to meet in a small group setting and have an opportunity to discuss any concerns. The contract has gone before P&B and B&F Committees as well. The agreement is written to protect the operator of record who will be responsible for operating and regulatory reporting for the plant. It also has a 48-hour termination clause that allows TriCo to end the agreement if we feel Hamilton County is asking to operate the plant in a way that is below TriCo's operating standards or goes against the operator's best judgement. Mr. Merkle explained the County desires to maintain control of their utility and function comparably to how our board does by making higher-level decisions; they have no desire to micromanage day to day operations. Mrs. Poindexter said county staff has become

more aware of what they will need to run their end of the Utility. HCRUD will have their own accounts. Mr. Hill asked about how the two utilities will split costs on materials. Mr. Merkle said that HCRUD will be billed by TriCo for materials or services purchased through TriCo, but they expect to directly pay their own recurring costs like utilities as well as major expenses.

Mr. Merkle explained that we are offering to operate and manage their facilities with the same level of skill and care as we operate and manage our own facilities, which is the standard of care both parties strongly desire. The county agreed to limit TriCo's liability to available insurance coverage so that TriCo's rate payers are never on the hook for HCRUD operations, as we have proposed to provide services at cost and without compensation for risk premium or profit. The County asked to raise TriCo's umbrella coverage by \$1 million to \$6 million, which TriCo staff had discussed raising anyways. Mr. Merkle explained the County desires to keep our contract flexible with regards to scope of work as they believe there will likely be more things that they need us to do. He then explained the proposed reimbursement structure, anticipated costs and staff time.

Mr. Williams said TriCo is looking at options to track time and expenses for purposes of reimbursement and billing HCRUD. Mr. Merkle said later this year or next year we may need to add staff to accommodate the work associated with HCRUD. By 2027 he projects there will need for up to three additional full-time staff members. Discussion with the committee members continued and all were fine with the agreement as presented.

Mr. Pittman left the meeting at 5:35 p.m.

PROJECT UPDATES

Mr. Merkle provided an update on TriCo's capital projects.

- Staff installed new pumps at Lift Station 3 (116th Street/College Avenue) as well as Digester 3 at the WRRF. These projects are complete.
- Low pressure sewer mains are installed, tested and in service at Lacoma Estates and Six Points Road. We are waiting for construction contractor TPI to finish restoration.
- Pump and discharge piping repair at Lift Station 1 (Keystone Parkway/99th Street) is complete.
- Deep interceptor sewer for <u>Union Woodlands</u> Section 1 has been installed. The development team is working on testing and will soon shift to construction of the temporary lift station. Managing ground water during construction has been challenging. Section 2 is expected to begin construction late summer or fall, which also includes deep interceptor sewer and necessitates an amendment to our sewer service agreement.
- Late this month a contractor plans to replace a deteriorated air release valve (ARV) assembly near Hazel Dell Parkway and 96th Street. The location necessitates a line stop to shut off flow and allow the repair to be completed safely. Our staff will

- replace a second deteriorated ARV near Lift Station 1 (Keystone Parkway/99th Street).
- Late July or August a contractor will replace variable frequency drives (VFDs) and control panels for three RAS and WAS pumps serving Clarifiers 4 and 5 at the WRRF. Our staff will replace two of the three pumps. This equipment is 20 years old and past the end of its service life. New controls will match those installed in the recently completed plant expansion project.
- The upper drive unit on Clarifier 4 was rebuilt however balancing issues remain. We are determining what to do next. Clarifier 4 remains out of service but we currently have plenty of capacity with the five other clarifiers running.
- Punch list work remains on the Lift Station 26 Parallel Force Main project along Spring Mill Road. Litigation continues as a result of the gravity sewer repair. Carmel is reportedly pursuing construction contractor TPI separately for lacking repair and restoration under their right of way permit.
- Later this year staff plans to replace surge valves at Lift Station 1 (Keystone Parkway/99th Street) and Lift Station 2 (Spring Mill Road/106th Street). Separately a crew will remove the engine driven standby pump at Lift Station 2, which needs substantial repairs and can no longer handle wet weather flows at this location.
- Staff is working with legal counsel on preparing easement offers for the Little Eagle Interceptor Extension project.
- Later this year staff anticipates beginning design for capacity upgrades to Lift Station 17 (US421/Greenfield-Templin Road) and Lift Station 23 (West Clay Elementary on 126th Street). Pumps and controls at Lift Station 24 (Parkwood West) are at the end of their service life and due for replacement.

ADJOURNMENT

The meeting adjourned at 5:52 p.m.

Respectfully submitted,

Engineering Manager



MEMORANDUM

To: Board of Directors

From: Andrew Williams

Date: June 23, 2025

Subject: Server Consolidation

Project No. 2520 proposes the replacement of two critical infrastructure servers: HV01 and PL-HV01. These legacy machines support essential operations including our File Server, Domain Controller, Billing System, CCTV, and SCADA functions. Both units have reached the end of their production life, and warranty extensions are no longer available.

To improve system reliability and operational efficiency, we recommend consolidating these two servers into a single, modernized unit. This consolidation will reduce potential points of failure, lower long-term maintenance costs, and simplify future replacements.

The proposed project includes all necessary equipment, setup, configuration, and licensing. The selected replacement server, provided by Core Managed, came in slightly over the original budget, with a total cost of \$37,962.45, exceeding the approved budget by \$2,962.

The C&C Committee reviewed this item and is recommending approval.

<u>Recommended Action</u>: Approve the purchase of the new server from Core Managed in the amount of \$37,962.45.



INFRASTRUCTURE AND SECURITY MEETING

Friday, June 20, 2025, at 7:30 a.m. Memorandum

Michael McDonald called the meeting to order at 7:55 a.m.

Members Present: Committee Chair Michael McDonald. Others in attendance were Board President Carl Mills, Plant Superintendent Scot Watkins, IT Professionals, Tanner Easterday and Jared Mcleish, and Administrative Assistant Maggie Crediford.

PUBLIC COMMENT

There was no one from the public.

SERVER CONSOLIDATION PROJECT

Mr. Watkins said staff are decommissioning two older servers and their warranties cannot be extended on, with one larger server capable of holding all the required information. The proposal will go before the C&C Committee for recommendation of approval to the Board of Trustees in July. Mr. Easterday said the old servers will be removed, wiped of any information and the Utility will be provided with Certificates of Data Destruction when it is complete. Mr. McDonald asked if the new server will be fully patched. Mr. Easterday said that the life cycle controller gets patched, updated and the information gets migrated vertically to the new hardware.

Mr. McDonald asked if there were security cameras at any of the lift station. Mr. Watkins said there are not. Mr. Mills asked how many lift stations Mr. Watkins thinks would be critical and could benefit from security monitoring. Mr. Watkins said between four and five. They asked Mr. Watkins to get quotes on adding security cameras and door alarms at those lift stations.

ADJOURNMENT

The meeting was adjourned at 8:13 a.m.

Next Scheduled Meeting: Friday, September 19, 2025, at 7:30 a.m.

Respectfully Submitted,

Scot Watkins

Plant Superintendent