

**BOARD OF SANITARY COMMISSIONERS
REGULAR MEETING
10:00 a.m. April 18, 2017
Third Floor City Hall**

**CITY OF
TERRE HAUTE
BOARD OF
SANITARY COMMISSIONERS**

City Hall
17 Harding Avenue, Room 200
Terre Haute, IN 47807

Phone: 812.232.5458
Fax: 812.234.3973

www.terrehaute.IN.gov

AGENDA

1. Call to Order
2. Roll Call
3. Public Comments
4. Approve Minutes
5. Approve Claims
6. Termination of Temporary Easement
7. Ditch Maintenance Specifications 2017
8. West Terre Haute Operation and Management Contract
9. ATC Closure Feasibility Study
10. Request for Appeal - M. Bartlow Acct 3100940272
11. Other
12. Adjournment

**Minutes of a Regular Meeting of the
Board of Sanitary Commissioners
Terre Haute, IN
April 4, 2017**

A Regular Meeting of the Board of Sanitary Commissioners was held in the Mayor's Conference Room on the third floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana, on the 4th day of April 2017, at 10:00 a.m. Those present were Chuck Ennis, Tim Adams, Brad Bush, Larry Auler, and Jim Winning for the Board of Sanitary Commissioners. Terry Modesitt was also present.

The meeting was called to order by President Brad Bush. There were no public comments.

APPROVE MINUTES

The minutes from the March 21st, 2017 meeting were presented to the Board.

On motion of Tim Adams, seconded by Charles Ennis, and unanimously approved, it was resolved that the minutes from the March 21, 2017 meeting be approved.

APPROVE CLAIMS

The list of claims was presented to the Board for Sanitary District General and Waste Water Treatment Plant and discussed.

On motion of Larry Auler, seconded by Tim Adams, and unanimously approved that claims be approved as presented.

REQUEST FOR APPEAL - 2352 NORTH 26th STREET

Brad Spiedel informed the Board that this is the first time actually following procedure and the Board gets to decide whether they want to hear the appeal or not. It was a situation with a 2 month leak. Adjustments were give by IAWC and by the City per Code. Terry Modesitt said all allowed adjustments were given as allowed under ordinance. The request for appeal was discussed.

On motion of Tim Adams, seconded by Charles Ennis, and unanimously approved, it was resolved that rules have been followed and restitution has been made therefore the Board rejects appeal and lets Sewage Billing Specialist ruling stand.

**FINAL RETAINAGE RELEASE AND FINAL ACCEPTANCE FOR THE HIGH
RATE TREATMENT FACILITY PROJECT**

Chuck Ennis presented the Board with a request for final retainage release and final acceptance for the High Rate Treatment Facility Project. The request was discussed.

On motion of Jim Winning, seconded by Tim Adams, and unanimously approved, it was resolved that the request for final retainage release and final acceptance of the High Rate Treatment Facility Project be approved.

FINAL RETAINAGE RELEASE AND FINAL ACCEPTANCE FOR THE IDAHO STREET FLOATABLES CONTROL STRUCTURE PROJECT

Chuck Ennis presented the Board with a request for a final retainage release and final acceptance for the Idaho Street Floatables Control Structure Project. The request was discussed.

On motion of Larry Auler, seconded by Tim Adams, and unanimously approved, it was resolved that the request for final retainage release and final acceptance for the Idaho Street Floatables Control Structure Project be approved.

SLUDGE HAULING STANDARD AGREEMENT

Chuck Ennis provided the Board with a copy of the standard sludge hauling agreement. Mark Thompson is negotiating with Attica. He will negotiate with their Board and then will come back to Sanitary Board for approval. Tim Adams asked if we have trucks for hauling. Mark Thompson said we have 1 truck. Tim Adams said he doesn't want to have to rent a bunch of trucks. Tim Adams also asked if we are hauling for anyone else. Mark Thompson said only in emergency situations.

OTHER

West Terre Haute Waste Management Contract - Terry Modesitt prepared a contract for West Terre Haute and provided it to Mark Thompson and Chuck Ennis. Chuck Ennis gave to Controller's Office to review.


ADJOURNMENT

The next regular meeting of the Sanitary Board will be held on April 18, 2017 at 10:00 a.m. in the Mayor's Conference Room, 3rd Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.


APPROVED on the _____ day of _____, 2017.

Brad Bush, President


Tim Adams, Vice President


Jim Winning, Secretary


Larry Auler, Member


Chuck Ennis, Member

Sanitary District Claims April 18, 2017

SANITARY BOND FUND

Old National Wealth Management	BAN Series 2016/ Fees	\$ 1,000.00
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WWUTILITY / 0620-0061- Services Contractual

Modesitt Law Firm	Legal Svc/ March 2017	\$ 3,184.07
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WWUTILITY / 0620-0061- Publication of Legals

WWUTILITY / 0620-0061- Drainage Improvements

Certified Tree Service	Removed Conover Levee Trees	\$ 10,775.00
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WWUTILITY / 0620-0061- Drainage Ways

WWTP PH II/ADDITIONS & IMPROVEMENTS

HNTB Corporation	WWTP PH II/ CE	\$ 7,956.00
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SRF INTEREST FUND

CSO/LTCP P23

Commonwealth Engineers, Inc.	High Rate Treatment Facility	\$ 2,736.80
Commonwealth Engineers, Inc.	High Rate Treatment Facility	\$ 2,571.84
Commonwealth Engineers, Inc.	High Rate Treatment Facility	\$ 541.44

Jeffry A. Lind*
*Admitted in Indiana and Illinois



Carolina Ivich†
†Admitted in Indiana and Florida

400 Ohio Street • Terre Haute, IN 47807 • www.lindlawfirm.com
(812) 234-5463

March 14, 2017

Darrell Edward Felling
City Legal Department
17 Harding Avenue, 2nd Floor
Terre Haute, IN 47807

Re: Termination of Temporary Easement

Dear Eddie:

In November of 2013, my client granted the City a temporary easement for the City's use while constructing the sanitary sewer and storm drain, which was to expire upon the completion of said construction.

At this time, it is my understanding that the construction of the sanitary sewer and storm drain has been finalized, and my client has a purchase agreement for real estate affected by the temporary easement.

I enclose a copy of the temporary easement and a proposed release of that temporary easement.

Please review and, if the release of the temporary easement meets with your approval, return a fully executed and notarized version of the release to my office.

If you have any questions or concerns, please feel free to give me a call.

Yours very truly,

A handwritten signature in black ink, appearing to read "C Ivich", written over a faint circular stamp or watermark.

Carolina Ivich

Encl.

2013016009 EASEMENT \$25.00
12/18/2013 02:44:54P 8 PGS
NANCY S. ALLSUP
VIGO County Recorder IN
Recorded as Presented



GRANT OF TEMPORARY EASEMENT

THIS INDENTURE WITNESSETH, that The Gregory L. Gibson, hereinafter referred to as "GRANTOR", hereby conveys and warrants unto the City of Terre Haute, Indiana, for the use and benefit of the Sanitary District of the City of Terre Haute, Indiana, hereinafter referred to as "GRANTEE", a easement for the purpose of constructing: (1) a sanitary sewer including related fittings, appurtenances, facilities, laterals, connections, and collection facilities (hereinafter "Sanitary Sewer"); and (2) storm water sewer, drainage facilities, ditches and/or drains, including related fittings, appurtenances, attached facilities, laterals, connections, and collection facilities (hereinafter "Storm Drain"); over and across the following parent parcel of real estate, to-wit:

PARENT PARCEL

Instrument No. 200306786

A part of that tract described in Deed Record 422, Page 481, as recorded in the Office of the Vigo County Recorder, described as follows:

Commencing at the Southwest Corner of Section 32, Township 12 North, Range 8 West, Lost Creek Township, Vigo County, Indiana; thence North 00 degrees 02 minutes East, bearing assumed, along and with the West line of Section 32, a distance of 1029.90 feet to the Place of Beginning; thence North 00 degrees 02 minutes East 957.11 feet to the Northwest Corner of said tract; thence North 89 degrees 49 minutes East along the North line of said tract a distance of 350.00 feet; thence South 00 degrees 02 minutes West, parallel with the East line of said tract, a distance of 955.81 feet to the Northeast Corner of the Francis tract described in Deed Record 370, Page 581, as recorded in the Office of the Vigo County Recorder; thence South 89 degrees 37 minutes West along the North line of said Francis tract a distance of 350.00 feet to the Point of Beginning, containing 7.7 acres, more or less.

Deed Record 423, Page 836 (Parcel 1 Only)

Beginning at the Southwest Corner of the Northwest Quarter of Section 32, Township 12 North, Range 8 West; running thence East 60 rods; thence North 53 1/3 rods; thence West

DULY ENTERED FOR TAXATION
Subject to final acceptance for Transfer

DEC 18 2013

Handwritten signature
NANCY S. ALLSUP
VIGO COUNTY RECORDER

60 rods; thence South 53 1/3 rods to the Place of Beginning.

ALSO

A tract 2 rods in width off the South end of the East Half of the Northwest Quarter of Section 32, Township 12 North, Range 8 West.

ALSO

The North Half of the Northwest Quarter of the Southwest Quarter of Section 32, Township 12 North, Range 8 West.

ALSO

15 acres off the West end of the North Half of the Northeast Quarter of the Southwest Quarter of Section 32, Township 12 North, Range 8 West.

EXCEPT that part thereof as appropriated by the State of Indiana and shown in Cause No. 47800 of Vigo County Superior Court.

Subject to Right of Way Grant to the State of Indiana, as shown in Deed Record 336, Page 292 of the records of the Recorder's Office of Vigo County, Indiana.

All of the land described as Parcel 1 in Deed Record 423, Page 836 and also all of the land described as Instrument No. 200306786 being a part of the West Half of Section 32, Township 12 North, Range 8 West of the 2nd Principal Meridian, described as follows:

Commencing at an iron pin found monumenting the Southwest Corner of said Section 32; thence North 00 degrees 24 minutes 14 seconds East along the West line of the Southwest Quarter of said Section 32 a distance of 1030.20 feet to the South line of land described as Instrument No. 200306786 extended West; thence South 89 degrees 57 minutes 45 seconds East along said extended line a distance of 89.84 feet to the East right of way line of State Road 46 and the Southwest Corner of land described as Instrument No. 200306786 being the Point of Beginning of this description; thence North 00 degrees 25 minutes 27 seconds East along said East right of way a distance of 242.34 feet to a 5/8 inch rebar with plastic cap stamped "SPIRES IN LS 29900015" hereinafter called a monument, set at the South Corner of land described as Instrument No. 2009009464; thence North 58 degrees 27 minutes 42 seconds East along the Southeast line of said described land a distance of 47.15 feet to a monument set; thence North 89 degrees 31 minutes 03 seconds West along the North line of said described land a distance of 40.00 feet to a monument set

on said East right of way line; thence North 00 degrees 25 minutes 27 seconds East along said East right of way line a distance of 64.00 feet to a monument set at the Southwest Corner of land described as Instrument No. 2009009462; thence South 89 degrees 31 minutes 03 seconds East along the South line of said described land a distance of 40.00 feet to a monument set at the Southeast Corner of said described land; thence North 52 degrees 40 minutes 03 seconds West along the Northeast line of said described land a distance of 50.02 feet to a monument set on said East right of way line; thence North 00 degrees 25 minutes 27 seconds East along said East right of way line a distance of 594.88 feet to the Southwest Corner of land described as Deed Record 423, Page 836; thence continue North 00 degrees 25 minutes 27 seconds East along said East right of way a distance of 176.62 feet to a tangent curve concave East having a radius of 90,507 feet and a chord length of 465.48 feet with a chord bearing of North 00 degrees 34 minutes 49 seconds East; thence North along said East curved right of way a distance of 465.48 feet to a monument set at the Southwest Corner of land described in Deed Record 336, Page 292 as Parcel 32B; thence South 89 degrees 43 minutes 56 seconds East along the South line of said Parcel 32B a distance of 46.30 feet to a monument set at the Southeast Corner of said Parcel 32B; thence North 00 degrees 43 minutes 52 seconds East along the East line of said Parcel 32B a distance of 20.00 feet to a monument set at the Northeast Corner of said Parcel 32B also being on the North line of the Southwest Quarter of said Section 32; thence North 89 degrees 43 minutes 56 seconds West along the North line of said Parcel 32B also being the North line of the Southwest Quarter of said Section 32 a distance of 46.30 feet to a monument set at the Northwest Corner of said Parcel 32B on said East right of way also being on a non-tangent curve concave East having a radius 90,507 feet and a chord length of 513.66 feet and a chord bearing of North 00 degrees 54 minutes 10 seconds East; thence North along said East curved right of way a distance of 513.66 feet to a tangent; thence North 01 degree 04 minutes 27 seconds East along said East right of way a distance of 366.65 feet to the Northwest Corner of land described in Deed Record 423, Page 836; thence South 89 degrees 38 minutes 15 seconds East along the North line of said described land a distance of 885.31 feet to the Northeast Corner of said recorded land; thence South 00 degrees 21 minutes 49 seconds West along the East line of said recorded land a distance of 878.83 feet to a monument set

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on the South line of the Northwest Quarter of said Section 32; thence South 89 degrees 43 minutes 56 seconds East along said South line a distance of 329.74 feet to an iron pipe found monumenting the Center West Sixteenth Corner of said Section 32 (Southwest Corner of the Southeast Quarter of the Northwest Quarter); thence North 00 degrees 21 minutes 43 seconds East along the West line of the Southeast Quarter of the Northwest Quarter a distance of 33.00 feet to an iron pipe found; thence South 89 degrees 43 minutes 56 seconds East parallel with the South line of the Northwest Quarter of said Section 32 a distance of 566.99 feet to the Southwest Corner of land described in Cause No. 47799 in the Superior Court of Vigo County, the corner witnessed by a monument set 5.00 feet West; thence South 47 degrees 09 minutes 10 seconds West along a line projected Southwest from said Cause No. 47799 a distance of 48.28 feet to the North line of the Southwest Quarter of said Section 32; thence continue South 47 degrees 09 minutes 10 seconds West along said projected line a distance of 711.20 feet to a corner witnessed by a monument set 5.00 feet West; thence South 42 degrees 22 minutes 01 seconds East along a line projected Northwest from a Southwest line described in Cause No. 47802 in the Superior Court of Vigo County a distance of 236.62 feet to the Northwest Corner of said Cause No. 47802, the corner witnessed by a monument set 5.00 feet West; thence North 89 degrees 48 minutes 41 seconds West along the South line of said land described in Deed Record 423, Page 836 a distance of 174.02 feet to a monument set on the East line of the Northwest Quarter of the Southwest Quarter of said Section 32; thence continue North 89 degrees 48 minutes 41 seconds West along said South described line a distance of 266.11 feet to an iron pipe found; thence continue North 89 degrees 48 minutes 41 seconds West along said South described line a distance of 700.57 feet to a monument set at the Northeast Corner of land described as Instrument No. 200306786; thence South 00 degrees 21 minutes 28 seconds West along the East line of said described land a distance of 955.53 feet to an iron pipe found monumenting the Southeast Corner of said described land; thence North 89 degrees 57 minutes 45 seconds West along the South line of said described land a distance of 260.94 feet to the Point of Beginning containing 46.09 acres, more or less, and all situated in Lost Creek Township, Vigo County, Indiana.

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The temporary easement is specifically described as follows:

A temporary easement for the purpose of constructing a Sanitary Sewer and Storm Drain over, under and across the real estate located in Vigo County, State of Indiana, specifically described as follows:

A 20.00 feet wide temporary easement for the construction of a sanitary sewer over, under and across the land of Gregory Gibson (Deed Record 423, Page 836 and Instrument No. 200306786) being a part of the West Half of Section 32, Township 12 North, Range 8 West of the 2nd Principal Meridian, described as follows:

20.00 feet East of and adjoining the long East line of the 30.00 feet wide Sanitary Sewer Easement described in the Permanent Easement document executed simultaneously herewith over the parent parcel and also 20.00 feet South of and adjoining the long South line of the 30.00 feet wide Sanitary Sewer Easement described in said document containing 1.32 acres, more or less, and all situated in Lost Creek Township, Vigo County, Indiana. This temporary construction easement terminates upon completion of construction and subsequent operation of the sanitary sewer.

EXCEPT

All of that land belonging to the State of Indiana as described in Instrument No. 2009009462 and Instrument No. 2009009464 containing 0.025 acres (1100 combined square feet), more or less, and all situated in Lost Creek Township, Vigo County, Indiana.

ALSO EXCEPT

All of that land belonging to the State of Indiana as described in Deed Record 336, Page 292 as Parcel 32B containing 0.021 acres (926 square feet), more or less, and all situated in Lost Creek Township, Vigo County, Indiana.

It is further stipulated and agreed as follows:

A. That the City of Terre Haute, Indiana, its agents and employees, shall have the right to enter upon said temporary easement, as specifically described above, for the purpose of

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GREGORY L. GIBSON

CITY OF TERRE HAUTE, INDIANA, for
the use and benefit of the
Sanitary District of the City of
Terre Haute, Indiana

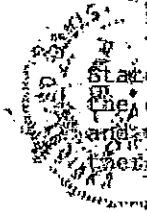
By: *C. G. Sca...*
Printed: _____
Title: _____

By: *[Signature]*
Printed: *L. James Whitaker*
Title: *President Sanitation Board*

STATE OF INDIANA)

) SS:

COUNTY OF VIGO)



Before me, a Notary Public, in and for said County and
State, personally appeared Gregory L. Gibson, who acknowledged
the execution of the foregoing Permanent and Perpetual Easement,
and who, having been duly sworn, stated that any representations
therein contained are true.

WITNESS my hand and Notarial Seal this *24* day of
November, 2013.

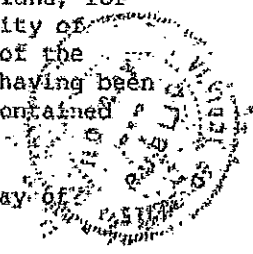
Stacy Morgan
Printed: *Stacy Morgan*
Notary Public, residing in
Vermillion County, Indiana

My Commission Expires:
3-10-14

P

STATE OF INDIANA)
)SS:
COUNTY OF VIGO)

Before me, a Notary Public, in and for said County and State, personally appeared C. James Winnie, the President of City of Terre Haute, Indiana, for the use and benefit of the Sanitary District of the City of Terre Haute, Indiana, who acknowledged the execution of the foregoing Permanent and Perpetual Easement, and who, having been duly sworn, stated that any representations therein contained are true.



WITNESS my hand and Notarial Seal this 26 day of November, 2013.

Rhonda D. Oldham
Printed: Rhonda D. Oldham
Notary Public, residing in
Vigo County, Indiana

My Commission Expires:
3-29-16

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Rhonda D. Oldham
Rhonda D. Oldham

This instrument prepared by Rhonda D. Oldham, Attorney at Law, 191 Harding Avenue, Terre Haute, Indiana 47807.

**TERMINATION, RELEASE AND QUITCLAIM OF
CERTAIN EASEMENT RIGHTS**

THIS INDENTURE WITNESSETH, that:

WHEREAS, Gregory L. Gibson conveyed a temporary easement unto the City of Terre Haute, Indiana, by instrument dated November 26, 2013 and recorded on December 18, 2013 as Instrument Number 2013016009 in the Office of the Recorder of Vigo County, Indiana for the use and benefit of the Sanitary District of the City of Terre Haute in the construction of a sanitary sewer and storm drain over, under and across the real property owned by Gregory L. Gibson in Terre Haute, Vigo County, Indiana ("Temporary Easement").

WHEREAS, the construction of a sanitary sewer and storm drain for which such Temporary Easement was granted has been constructed, and the Temporary Easement is of no further use or purpose.

WHEREAS, the Temporary Easement provides that the "temporary easement shall be terminate upon completion of the construction of the Sanitary Sewer and Storm Drain."

NOW THEREFORE, the City of Terre Haute, Indiana, by the Sanitary District of the City of Terre Haute, hereby TERMINATES, RELEASES AND QUITCLAIMS to Gibson Development, LLC (successor in title to the above mentioned Gregory L. Gibson), for and in consideration of One Dollar (\$1.00) and other considerations, the receipt whereof is hereby acknowledged, all of its rights and interest in and to the following described easement located in Terre Haute, Vigo County, in the State of Indiana, to-wit:

A certain Grant of Temporary Easement granted by Gregory L. Gibson, as Grantor, to the City of Terre Haute, Indiana, by the Sanitary District of the City of Terre Haute, as Grantee, dated November 26, 2013, and recorded on December 18, 2013 as Instrument Number 2013016009 in the Office of the Recorder of Vigo County, Indiana.

IN WITNESS WHEREOF, the undersigned, City of Terre Haute, Indiana, by the Sanitary District of the City of Terre Haute has hereunto affixed its name and the corporate seal this 18th day of APRIL, 2017.

CITY OF TERRE HAUTE, INDIANA,
BY THE SANITARY DISTRICT OF THE CITY OF TERRE HAUTE

By: Timothy L. Adam
Title: Vice-President

CITY OF TERRE HAUTE, INDIANA

By: Duke A Bennett
Duke Bennett
Title: Mayor

STATE OF INDIANA, COUNTY OF VIGO, SS:

Before me, a Notary Public in and for said County and State, personally appeared Timothy Adams, as Acting President of the City of Terre Haute, Indiana, by the Sanitary District of the City of Terre Haute who having been duly sworn upon his oath acknowledged the execution of the foregoing Termination of Grant of Temporary Easement for and on behalf of the said Grantee.

Witness my hand and Notarial Seal this 18 day of April, 2017.

My commission expires: 5/11/24
My County of residence: Vigo
Jennifer J. Boen
Jennifer J. Boen, Notary Public

STATE OF INDIANA, COUNTY OF VIGO, SS:

Before me, a Notary Public in and for said County and State, personally appeared Duke Bennett, as Mayor of the City of Terre Haute, Indiana who having been duly sworn upon his oath acknowledged the execution of the foregoing Termination of Grant of Temporary Easement for and on behalf of the said Grantee.

Witness my hand and Notarial Seal this 18 day of April, 2017.

My commission expires: 5/11/24
My County of residence: Vigo
Jennifer J. Boen
Jennifer J. Boen, Notary Public

Cross References: Grant of Temporary Easement, dated November 26, 2013 and recorded on December 18, 2013 as Instrument Number 2013016009 in the Office of the Recorder of Vigo County, Indiana.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Carolina Ivich, Attorney

This instrument prepared by Carolina Ivich, Lind Law Firm, 400 Ohio Street, Terre Haute, IN 47807, (812) 234-5463.

**AGREEMENT FOR OPERATION
AND MANAGEMENT SERVICES**

THIS AGREEMENT FOR OPERATION AND MANAGEMENT SERVICES (the "Agreement") is entered into this ____ day of _____, 2017, by and between the Town of West Terre Haute, an Indiana municipal corporation duly organized and authorized to do business under the laws of the State of Indiana ("Town") and the City of Terre Haute, by and through the Sanitary Board, an Indiana municipal corporation duly organized and authorized to do business under the laws of the State of Indiana ("Board"). Hereinafter, Town and Board may be referred to individually as "Party" and jointly as the "Parties."

RECITALS:

WHEREAS, the Town owns and operates a sewer collection system and plant within and outside its corporate boundaries, more particularly described and depicted on the attached Appendix A (the "System"); and

WHEREAS, the Town is not able to continue its operation of the System and hereby engages Board to perform certain services necessary to operate the System, and Board is willing and able to perform such services for the compensation provided for in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Town and Board agree as follows:

1. GENERAL PROVISIONS.

1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix B.

1.2 All land, buildings, facilities, easements, licenses and rights-of-way, presently or hereinafter acquired or owned by the Town shall remain the exclusive property of the Town unless otherwise specifically provided for in this Agreement.

1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

1.4 This Agreement shall be binding upon the successors and assigns of each of the Parties, but neither Party shall assign the Agreement without the prior written consent of the other Party. Consent shall not be unreasonably withheld.

1.5 Except as otherwise specifically provided herein, all notices required or permitted hereunder shall be in writing and shall be served by (1) personal delivery; or (2) mailing by certified, return receipt requested mail (in which event the notices shall be deemed served as of the date of delivery); or (3) sending by nationally recognized overnight express delivery services (such as Federal Express, U.P.S., etc. in which event the notice shall be deemed served as of the delivery date). Notice may not be given by e-mail unless in a specific instance, the receiving party agrees to accept the e-mail and acknowledges the receipt of the e-mail.

1.5.1 All notices required or permitted hereunder shall be served on the persons set forth below:

- A. In the case of the City of Terre Haute:
Terre Haute Sanitary Board
Attn: Chuck Ennis
17 Harding Avenue, Room 200
Terre Haute, IN 47807

With additional notice to:

City of Terre Haute
Legal Department
Attn: Darrell E. Felling, II
City Attorney
17 Harding Avenue
Terre Haute, IN 47807

- B. In the case of the Town:
Town of West Terre Haute
Attn: President, Town Council Chuck Stranahan
West Terre Haute, IN 47885

With additional notice to:
Town of West Terre Haute
500 West National Avenue
West Terre Haute, IN 47885

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

1.6 This Agreement, including the Appendices, is the entire Agreement between the Parties. This Agreement may be modified only by subsequent written agreement signed by both Parties. Whenever used, the terms "Board" and "Town" shall include the duly authorized respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, duly authorized subcontractors or anyone duly authorized to act on their behalf.

1.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

1.8 It is understood that the relationship of the Board to the Town is that of an independent contractor. The services provided under this Agreement by Board are of a professional nature and shall be performed in accordance with good and accepted industry practices for professional contract operators operating and maintaining sewer distribution systems and plants, similarly situated in the same geographic region and at the same time.

1.9 Board and Town are the only parties to this Agreement. No third party rights or benefits are intended to or shall arise by reason of this Agreement.

1.10 If any litigation is necessary to enforce the terms and conditions of this Agreement, the Parties shall be responsible for the payment of their own attorney's fees.

2. BOARD'S SCOPE OF SERVICES - GENERAL.

2.1 Board shall provide the services shown in Appendix C attached hereto and incorporated herein.

2.2 Notwithstanding any other provision of this Agreement, in any emergency affecting the safety of persons or property, Board may act without written amendment or change order at Board's sole discretion to prevent threatened damage, injury or loss provided however that Board provides written notice to Town of such emergency action as soon as possible but no later than seventy-two (72) hours of such emergency.

2.3 As required by federal, state or local laws, permits or court orders, Board will prepare standard monthly operating permits and sign them.

2.4 Board will provide any necessary laboratory testing and sampling as may be required by any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements, or judicial and regulatory orders and decrees.

2.5 Board will submit to Town monthly copies of all reports of System activities submitted to the regulatory agencies on or before the 15th of each month.

2.6 Board may provide additional services beyond the scope of this Agreement at Town's written request subject to mutually agreeable terms and conditions.

2.7 The customer service provided by Board shall be consistent with the City of Terre Haute's service area and in accordance with the Rules, Regulations and Conditions of Service for sewer service as filed with the Indiana Public Utility Commission ("IURC") as revised from time-to-time.

TOWN'S REPRESENTATIONS AND DUTIES.

3.1 Upon the execution of this Agreement, the Town hereby grants to Board, at any and all times, full access to the System, the right to use all easements and public right of way permits granted to the Town in furtherance of the System, and authorizes Board to enter onto the premises of its customers connected to the System.

3.2 The Town shall keep in force all warranties, guarantees, easements, and licenses that have been granted to Town for the System.

3.3 The Town shall pay all ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the System other than taxes imposed upon Board's net income and/or payroll taxes for Board employees. In the event Board is required to pay any sales tax or

use taxes on the value of the services provided by Board hereunder or the services provided by any subcontractor of Board; such payments shall be reimbursed by Town unless Town furnishes a valid and properly executed exemption certificate relieving Town and Board of the obligation for such taxes.

3.4 The Town shall be financially responsible for furnishing and installing any capital improvements required to meet all regulatory requirements to extend the service to new customers or repair, replace, or upgrade a portion of the System in need of repair, replacement, or upgrade in order to meet said regulatory requirements.

COMPENSATION.

4.1 Town shall compensate Board a sum of One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00) ("Yearly Fee") for the first year of this contract in twelve (12) equal payments for all services as identified in Sections 2 and 3 of this Agreement. Town shall be invoiced by Board each month and Town shall make payment to Board within thirty (30) days of receipt of said invoice.

The compensation due from Town for each year after the first year of this contract shall increase three percent each year or shall increase to the then current Consumer Price Index, whichever is greater.

Town shall pay above and beyond the compensation stated herein for all after hour call-outs. Normal hours are considered from 7:00 a.m. to 3:00 p.m. Monday through Friday each week. Any call-outs at any other times than the normal hours shall be considered call-outs and shall be charged at the rate of \$35.00 per hour per person for each person from the City who is sent on the call-out plus an equipment charge for any and all equipment that is used by the City. The equipment charges shall be in accordance with appendix D attached hereto.

SCOPE CHANGES.

5.1 A Change in Scope of Services shall occur when and as Board's cost of providing services under this Agreement changes as a result of:

5.1.1 Any change in System operations, personnel qualifications or staffing or other cost which is mandated or otherwise required, by a change of law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change;

5.1.2 The Town's written request and Board's written consent to provide additional services beyond the scope of this Agreement.

INDEMNITY, LIABILITY, AND INSURANCE.

6.1 Board hereby agrees to indemnify and hold harmless Town from any liability or damages for bodily injury, including death, which may arise from Board's gross negligence or willful misconduct under this Agreement, provided Board shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

6.2 The Town agrees to indemnify and hold harmless Board from any liability or damage or bodily injury, including death, which may arise from Town's gross negligence or willful misconduct under this Agreement, provided Town shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

6.3 Town shall be liable for those fines and civil penalties imposed by any regulatory or enforcement agencies on Town and/or Board that are not a result of Board's gross negligence or willful misconduct or are otherwise directly related to the ownership of the System and shall indemnify and hold Board harmless from the payment of any such fines and/or penalties. Town shall be liable for any fines or penalties imposed by any such fines and/or penalties. Town shall be liable for any fines or penalties imposed by any regulatory enforcement agencies on Town or Board as a result of Town's failure to comply with its obligations under Section 3.3 of this Agreement.

6.4 The Indemnity obligations in this Agreement shall survive the termination of the Agreement.

TERM, TERMINATION, AND DEFAULT.

7.1 The Agreement shall be effective for a period of one (1) year and shall commence on the date this Agreement is entered into by both Parties (the "Commencement Date"). If at the end of the term of this Agreement the parties wish to continue the terms of this Agreement, a separate agreement shall be negotiated and executed.

7.2 Either Party may terminate this Agreement with forty-five (45) days written notice.

7.3 Upon notice of termination by the Town, Board shall assist the Town in assuming operation of the System. If additional Costs are incurred by Board at the request of Town, Town shall pay Board such Costs within forty-five (45) days of receipt of the invoice.

DISPUTES AND FORCE MAJEURE.

8.1 In the event activities by employee groups or unions unrelated to Board cause a disruption in Board's ability to perform at the System, Town, with Board's assistance or Board at its own option, may seek appropriate injunctive court orders. During any such disruption, Board shall operate the facilities on a best efforts basis until any such disruption ceases.

8.2 Neither Party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or Force Majeure. However, this section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

8.3 Board shall have the ability to perform all maintenance and repairs that, in its sole discretion, are necessary to keep the System in accordance with the Scope of Services shown in Appendix C. Any disputes regarding the need for said maintenance and repairs shall be adjudicated before the IURC.

8.4 In the event of a dispute between the Parties, other than a dispute covered in Section 8.3, a Party shall give written notice to the other Party of the dispute, and the Parties shall meet within seven (7) business days of the date of the notice and attempt to resolve the dispute. If the dispute is not resolved, the Parties shall retain all rights and remedies under the law and may seek resolution in any manner provided by law.

Each of the Parties indicates their approval of this Agreement by their signatures below, and each Party warrants that all corporate or governmental action necessary to bind the Parties to the terms of this Agreement has been and will be taken.

CITY OF TERRE HAUTE, INDIANA
By its Sanitary Board

By: Timothy L Adams

By: Debra E...

ATTEST:

[Signature]

TOWN OF WEST TERRE HAUTE, INDIANA

By: _____

CERTIFICATE OF COUNSEL

The undersigned, as counsel for the Town in this transaction, hereby certifies that he has examined the circumstances surrounding the selection of Board and the award and letting of the foregoing contract to Board by Town. The undersigned further certifies that said selection and award process complies with the procurement laws of the State of Indiana and the Town.

_____ Date

APPENDIX A

DESCRIPTION OF SYSTEM

Board agrees to provide the services agreed to in Appendix C.

All facilities now existing within the present property boundaries of or being used to operate Town's sewer collection area and treatment are shown below:

APPENDIX B
DEFINITIONS

1. "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by Board to maximize the service life of the equipment, wastewater collection and transmission system, water distribution, supply and storage system, vehicles and facilities.
2. "System" means all equipment, vehicles, grounds, rights-of-way, water distribution, supply, and storage system, and facilities described in Appendix A and, where appropriate, the management, operations and maintenance of such.
3. "Unforeseen Circumstances" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in, or non-performance of, action required by this Agreement, including, but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local province, administrative agency or

APPENDIX C

Maintain and operate the treatment plant in accordance with the NPDES and all state regulatory guide lines. Which will include, but not limited to the following;

- Daily, Weekly and Monthly testing to meet the requirements set forth in the NPDES permit.
- Maintenance of equipment such as rotors, pumps, blowers and flights.
- Grounds maintenance such as mowing, snow removal (at the Plant site only) and painting.
- House keeping cleaning and maintaining the buildings and shops.
- Collection system Performing routine maintenance, clearing blockages and maintenance of all lift stations in the system.

Daily, Weekly and Monthly Testing for NPDES and Process Control NPDES Testing

- CBOD5 3 times a week
- TSS 3 times a week
- NH3 3 times a week
- pH 5 times a week
- E. Coli 3 times a week
- CL2 (contact tank) 5 times a week during CL2 season
- CL2 (final effluent) 5 times a week during CL2 season

Process Control Testing

- DO 5 times a week (oxidation ditch and final effluent)
- Settrometer 3 times a week
- MLSS 3 times week
- Returns 3 times week
- % solids 3 times a week (digester cell 1)
- % volatiles 3 times a week (digester cell 2)

Maintenance of Equipment

Routine maintenance on:

- Pumps
- Motors
- Blowers
- Flights
- Rotors
- Electrical Panels
- Flow Meters

- Buildings
- Grounds

Grounds Maintenance to a professional level

- Mowing plant site and all lift stations
- Trimming fence rows and around all structures controlled by the treatment plant
- Snow removal from the treatment plant and for entry into lift station
- Painting of structures and equipment to ensure the life of the equipment and structures
- Cleaning of shops buildings and walk ways to ensure safe clutter free work environment

Collection System

- Answer and respond to all red light calls
- Keep maintenance logs of work performed on any residential lift station
- Clean and maintain transmission lines to the plant
- Clear blockages in transmission lines
- Make minor repairs to transmission lines
- Camera transmission lines

It is agreed that the services to be provided by the Board to Town shall be performed by one full-time City of Terre Haute employee, working a maximum of 40 hours per week. Any additional labor beyond 40 hours per week shall be billed at the "call-out" rate specified in Section 4.1.

Any and all lab costs will be charged back to Town at the Board's actual cost. The lab costs are in addition to the other payments and costs to be paid to Board as enunciated under this agreement.

These are the duties that the Board will perform for Town – West Terre Haute Utility.





April 6, 2017

Mr. Chuck Ennis
City of Terre Haute
Department of Engineering
17 Harding Avenue, Room 200
Terre Haute, IN 47807

ATC Group Services LLC

7988 Centerpoint Dr.
Suite 100
Indianapolis, IN 46256

Phone +1 317 849 4990
Fax +1 317 849 4278

www.atcgroupservices.com

Re: Closure Feasibility Study
Lagoon #4 Closure
Former International Paper
Terre Haute, Indiana
ATC Proposal No. EM-17-1103

Dear Mr. Ennis:

ATC Group Services LLC (ATC) is pleased to provide the City of Terre Haute with this proposal to conduct a Closure Feasibility Study to evaluate the potential for in-place closure of Lagoon #4, located at the former International Paper site in Terre Haute, Indiana. ATC understands that the City of Terre Haute has an approved closure plan (84-UP-01) with the Indiana Department of Environmental Management (IDEM) that calls for the removal of sludge and certification of clean closure for Lagoon #4. The sludge removal and certification of clean closure is to be completed by December 31, 2017. The City of Terre Haute has expressed a concern with meeting the clean closure requirements for Lagoon #4 and is interested in modifying the closure plan for this lagoon from clean closure to in-place closure.

A modification to the approved closure plan will be subject to IDEM approval and should be developed in reference to IDEM's "Surface Impoundment Closure Guidance". In-place closure involves leaving waste residues within the impoundment and developing a plan designed to contain, control, and monitor the impoundment as a land disposal unit. The design and monitoring requirements for in-place closure will be based on how the waste is classified under 329 IAC 10-9-4. The waste characterization, with input from IDEM, determines the scope of the site characterization, the description of site geology, and ultimately the closure plan including the cap design, final contour map, and post-closure requirements (which will likely include long-term ground water sampling and analysis).

Prior to initiating a scope of work to develop a revised closure plan, it is our opinion that ATC conduct a brief Closure Feasibility Study and meet with IDEM to discuss in-place closure at Lagoon #4 and how it would align with IDEM's guidance and approval process. It has been our experience that communication with IDEM early in the process can identify concerns and expectations of both parties and often leads to a more efficient closure plan development.

SCOPE OF WORK

ATC will perform the following scope of work as part of the Closure Feasibility Study:

1. Review the existing closure plan to gather relevant information.
2. Review existing waste classification information, if available.
3. Develop a general outline of information required for the closure plan, including a bullet list of available information and information that will need to be obtained or determined during the development of the closure plan. Specifically, this outline will provide brief narratives regarding the following components:
 - a. Site Characterization
 - i. Existing impoundment design
 - ii. Volume of waste
 - iii. Discharges to the impoundment
 - iv. Site description, including potential floodplain issues
 - v. Site geology and hydrogeology
 - b. Closure Plan
 - i. Cap design
 - ii. Final contour map and other drawings
 - iii. Ground water monitoring
 - iv. Closure and Post-Closure cost estimates
4. Attend a meeting with IDEM (along with City of Terre Haute representatives) to discuss the information outlined above, with the intent of seeking IDEM's agreement in concept and to focus the development of the closure plan.

It is assumed that the City of Terre Haute will provide a copy of the existing closure plan (in word format) and associated drawings (in AutoCAD format), as well as any current topography and waste characterization testing if available. This scope of work does not include any analysis, the development of the actual closure plan, topographic mapping, or closure plan drawings.

PROJECT SCHEDULE

ATC will schedule work on this project immediately upon receipt of your authorization to proceed. ATC anticipates that the Closure Feasibility Study will be completed within 30 days after authorization is received, but may be dependent on IDEM availability.

COST AND TERMS

ATC proposes to complete the work described above for a not to exceed cost of **\$10,500.00** to be billed in accordance with the attached fee schedule. If the scope of this project should differ from that specified in this proposal, then the costs would be modified to reflect those changes. However, this cost estimate will not be exceeded unless unexpected conditions are encountered or the scope of the project is changed. Any changes in the work scope will be approved by the client prior to implementation of such changes



CLIENT SERVICE AGREEMENT

1. SERVICES TO BE PERFORMED ATC shall prepare a proposal and/or a service order for Client. The proposal and/or service order shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATC will be authorized to proceed with the Services (Service Order), when Client indicates its acceptance by signing this Agreement, scheduling work to be performed as indicated in the Service Order, or by electronic acceptance of the Service Order. The proposal, Service Order, this Agreement and any attachments pertaining to thereto shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Service Order, these additional Services shall be set forth in a new Service Order satisfying all applicable and appropriate requirements including a separate schedule of fees and Services (Change Order).

3. COMPENSATION Client will pay ATC for Services and expenses in accordance with the Service Order. ATC will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. ATC may suspend work, withhold reports and vacate the site without liability if payment is not received. Client will indemnify ATC for all claims concerning the suspension of work for nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay ATC's attorney's fees, and all other costs incurred in collecting past due amounts. ATC may from time to time revise its fees and/or rates and advise client either by general notification, or by specific Service Order.

4. EXPENSES Unless otherwise stated in the Service Order, Client agrees to pay ATC for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATC in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Service Order. ATC will submit a Change Order to Client detailing other reimbursable expenses not outlined in the Service Order, for written authorization prior to billing.

5. INSURANCE ATC agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described below.

a. Workers' Compensation (statutory)

Employer's Liability

- Each accident \$ 1,000,000
- Disease - Each Employee \$ 1,000,000
- Disease - Policy Limit \$ 1,000,000

b. Commercial General Liability

- Each Occurrence \$1,000,000
- Personal and Advertising Injury \$1,000,000
- General Aggregate \$2,000,000
- Products and Completed Operations Aggregate \$2,000,000

c. Commercial Automobile Liability

- Combined Single Limit \$1,000,000
- d. Errors and Omissions / Professional Liability**
- Each Claim \$1,000,000
 - Annual Aggregate \$1,000,000

e. Contractor's Pollution Liability

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

6. OBLIGATIONS OF CLIENT Client warrants that all information provided to ATC concerning the required Services is complete and accurate to the best of Client's knowledge. Client agrees to advise ATC prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that ATC is relying upon the completeness and accuracy of information supplied to it by Client and ATC will not independently verify such information unless otherwise provided in the Service Order. Client shall be solely responsible for and shall indemnify and hold harmless ATC for any costs, expenses or damages incurred by ATC due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold ATC liable if ATC's recommendations are not followed and waives any claim against ATC, and agrees to defend, indemnify and hold ATC harmless from any claim or liability for injury or loss that results from failure to properly implement ATC's recommendations.

7. STANDARD OF CARE ATC's Services as defined by the Service Order shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give ATC written notice within one (1) year of any breach or default under this section and to provide ATC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATC, as a condition precedent to any claim for damages.

8. LIMITATIONS OF METHOD RELIABILITY The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of a Service Order as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. ATC's observations only represent conditions observed at the time of the Site visit. ATC is not responsible for changes that may occur to the Site after ATC completes the Services.

9. INTERPRETATION OF DATA ATC shall not be responsible for the interpretation of ATC data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATC and that the data interpretations and recommendations of ATC's personnel are based solely on the information available to them.

10. THIRD PARTY INFORMATION ATC is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATC shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to



properly index files, or otherwise to fail to maintain or produce accurate or complete records.

11. SITE ACCESS Client grants or shall obtain for ATC a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Service Order, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend ATC against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Service Order, ATC is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATC during ATC's performance of the Services. ATC is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATC from gaining access to building materials, systems, and/or components.

12. SITE CONTROL ATC's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATC's employees does not mean that ATC is observing or verifying all Site work or placement of all materials. Client agrees that ATC will only make on-Site observations appropriate to the Services provided by ATC and will not relieve others of their responsibilities to perform the work.

13. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Service Order, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. Client should retain the services of a professional surveyor if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATC reserves the right to deviate a reasonable distance from the boring and sampling locations unless this right is specifically revoked by Client in writing at the time the diagram is supplied.

14. SAMPLES AND EQUIPMENT Unless otherwise specified in the Service Order or required by law, ATC will not retain any samples obtained from the Site. At no time does ATC assume title to the samples; all samples shall remain the property of the Client. ATC will, however, sign manifests as agent for Client.

All laboratory and field equipment contaminated during ATC's Services that cannot readily and adequately be cleaned of its hazardous contaminants shall become the property and responsibility of Client. Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Service Order.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATC assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATC's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Service Order.

Unless otherwise specified in the Service Order, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater

contamination, or air pollutants are not part of ATC's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATC may provide estimates of costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by ATC.

17. SAFETY ATC shall not, unless otherwise specified in the Service Order, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site.

18. UTILITIES Unless otherwise specified in the Service Order, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns and/or operates. Client shall indemnify, defend and hold harmless ATC from and against any claims, losses or damages incurred or asserted against ATC related to Client's failure to mark, protect or advise ATC of underground structures or utilities.

19. ROOF CUTS Unless otherwise specified in the Service Order, if roof cuts/samples are required by the Services, it is the responsibility of the Client to make appropriate repairs. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time samples are obtained, ATC may make temporary repairs, which may result in additional charges. ATC personnel are not certified in roofing repair, therefore under no circumstances, shall ATC be responsible for any water damage to the roofing system, building, or its contents resulting from ATC's temporary repairs.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The Client acknowledges that ATC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the Client.

Client agrees to indemnify and hold harmless ATC against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATC acting as Client's agent to sign waste manifests, allegations that ATC is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of a Service Order, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATC's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATC may immediately suspend work.

22. ATC AND CLIENT INDEMNIFICATION ATC shall indemnify and hold harmless Client against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of ATC, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless ATC from and against claims, demands, and lawsuits, to the extent arising out of or caused by Client's breach of this Agreement or the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to ATC shall also be granted to those subcontractors retained by ATC for the performance of the Services.

Cue
23. LIMIT OF LIABILITY ATC's total liability for all claims or causes of action of any kind including but not limited to negligence, bodily injury or property damage, breach of contract or warranty shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement. **LIMITED TO THE AMOUNT OF INSURANCE + \$500,000.**

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATC shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATC is not a manufacturer. If any equipment is used or purchased by ATC for a Service Order the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATC makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATC to Client.

26. DOCUMENTS Project-specific documents and data produced by ATC under this Agreement shall, upon completion of the Service Order become the property of Client upon payment of amounts owed ATC. ATC shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data produced by ATC are not intended or represented by ATC to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third parties sole risk.

Cue
28. THIRD-PARTY CLAIMS Client agrees to pay ATC's costs (including reasonable attorney's fees) for defending ATC against any claims that a third party or a regulatory agency asserts against ATC related to the Services that were provided to Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by ATC.

29. SUBPOENAS The Client is responsible for payment of ATC's time and expenses resulting from ATC's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATC is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATC shall not object on Client's behalf to any subpoena, but will make reasonable efforts to cooperate with Client if Client chooses to object.

30. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Service Order will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client,

ATC shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

31. ASSIGNMENT Neither the Client nor ATC may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

32. FORCE MAJEURE Neither Client nor ATC shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

33. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Service Order, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATC is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.



PROPOSAL ACCEPTANCE FORM

This Agreement is made by acceptance below of the Contract Document dated April 6, 2017 by and between ("Client") City of Terre Haute of 17 Harding Avenue, Room 200, Terre Haute, IN 47807 and ATC Group Services LLC of 7988 Centerpoint Drive, Suite 100, Indianapolis, Indiana 46256.

Client and ATC agree as follows:

1. CONTRACT DOCUMENT – Referred to as the "Contract Document" or "Agreement." Defined as: PROPOSAL ACCEPTANCE FORM, the CLIENT SERVICE AGREEMENT, and any proposals that includes a scope of services, fee schedules and other documents listed below under PROFESSIONAL SERVICES.
2. PROFESSIONAL SERVICES – ATC will provide professional services ("Services") for the Client as indicated in the following documents:
 - 2.1 Proposal number: EM-17-1103 dated April 6, 2017, AND
 - 2.2 Other proposal documents by reference: N/A, AND
 - 2.3 Other subcontracts, service agreements, and/or vendor contracts (list): N/A
3. DESIGNATED REPRESENTATIVES – The parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

DESIGNATED REPRESENTATIVE
ATC GROUP SERVICES LLC
d/b/a ATC

Name: Christopher Bishop
Address: 7988 Centerpoint Drive, Suite 100
Indianapolis, Indiana 46256

Phone: 317-849-4990

DESIGNATED REPRESENTATIVE
City of Terre Haute

Name: TERRE HAUTE SANITARY DISTRICT
Address: 17 HARDING AVE. RM 200
TERRE HAUTE, IN 47807

Phone: 812-244-4903
Fax: 812-234-3973
Email: engineering@terrehaute.in.gov

YOUR SIGNATURE INDICATES ACCEPTANCE OF THE CONTRACT DOCUMENT, AS DEFINED ABOVE, UNLESS EXPRESSLY MODIFIED IN WRITING.

ACCEPTED BY:

ATC GROUP SERVICES LLC

By: _____

Title: _____

Date: _____

CLIENT: TERRE HAUTE SANITARY DISTRICT

By: Timothy L. Adam
(Person authorized to execute contracts)

Title: Vice - President

Date: 4/18/17

This proposal/contract and all of the terms and conditions herein are subject to credit approval by ATC's Corporate Credit Department. Payment is due 30 days after invoice date. Interest will be charged at 1.5% per month after the due date.

Please acknowledge the terms of our proposal by signing, dating, and returning the Proposal Acceptance Form included with this proposal. Upon receipt of the Proposal Acceptance Form, ATC will schedule and complete the project. In lieu of this, a validated Purchase Order agreeing to our terms and conditions will be accepted as authorization to proceed. This proposal and any associated terms and conditions are considered to be valid for a period of 90 days from the date of this proposal.

AUTHORIZATION

Our professional services will be performed, our findings obtained and our recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This warranty is in lieu of all other warranties either express or implied and no other warranties will be given.

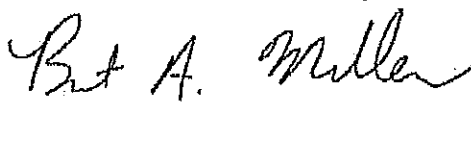
We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. Please feel free to contact either of the undersigned at 317.849.4990 if you have any questions or comments.

Sincerely,

ATC Group Services LLC



Christopher J. Bishop, L.P.G.
Senior Project Geologist



Brent A. Miller, CHMM
Senior Project Scientist

Bolen, Jennifer

From: Bartlow, Mark [mark.bartlow@stewartseeds.com]
Sent: Wednesday, March 29, 2017 11:29 AM
To: Speidel, Brad
Cc: Bolen, Jennifer; Sewage Billing
Subject: RE: Official Ruling-Appeal Process M.Bartlow Acct 3100940272

Importance: High

All,

I have contacted American Water again as it is day 63 since they said they would review and get back to me after 60 days. I escalated it to Jeffrey at American Water while speaking to Candice. I told them I need to hurry as the Terre Haute Sewage Department has only given me 30 days to seek an appeal.

I was ensured by Candice that I would hear back within 48 hours.

Please note, Jennifer, that I will appeal this case and this email has the current documentation to bring this case up to date.

Please return my email so I know that I have time to wait for American Water review before filing the paper for an appeal.

Thank you and please let me know what else I can do to get the appeal going even though American Water hasn't completed their adjustment yet.

Thank you Mark Bartlow

From: Speidel, Brad [mailto:Brad.Speidel@TerreHaute.IN.Gov]
Sent: Thursday, March 23, 2017 6:12 PM
To: Bartlow, Mark <mark.bartlow@stewartseeds.com>
Cc: Bolen, Jennifer <Jennifer.Bolen@terrehaute.in.gov>; Sewage Billing <SewageBilling@TerreHaute.IN.Gov>
Subject: Official Ruling-Appeal Process M.Bartlow Acct 3100940272

Mr. Bartlow,

I want to confirm our conversation from earlier this week about your leak adjustment(s) and as the Sewage Billing Specialist provide you with my ruling. You have the right to appeal this ruling to the Board of Sanitary Commissioners and I detail that information in this email as well.

The City of Terre Haute only bills for sewer service. Indiana American Water (IAW) bills for water service. The city uses the water company's account data and usage date to create sewer bills. City Code 9-98 (b) states ..."sewage rates, fees and charges shall be based on the quantity of water used on or in the property of premises subject to such rates and charges as the same is measured by the water meter there in use and shown by the consumption records of the water utility serving the City of Terre Haute and it's inhabitants."

When a leak occurs, I recommend that you contact both the water provider (IAW) and the City of Terre Haute Sewage Office. The City of Terre Haute requires that the leak adjustment request be submitted in writing. Each organization has their own leak adjustment processes and procedures that they must follow.

I have reviewed your account and found the following adjustments reflected on your 12/24/2016 sewer bill:

- IAW adjustment for 144 CCF for Aug, 2016 usage of \$1,065.60 (144 x \$7.40 = \$1,065.60)
- Late fee adjustment for Aug. 2016 of \$106.50
- IAW adjustment for 173 CCF for Sept. 2016 usage of \$1,280.20 (173 x \$7.40 = \$1,280.20)
- Late fee adjustment for Sept. 2016 of \$128.02

I have found your leak adjustment request dated 1/31/2017 to the City of Terre Haute and we calculated the following adjustment that is reflected on your 2/21/2017 sewer bill:

- City Leak Adjustment of \$1,286.62 for Sept. 2016 usage (173.9 CCF)
- Late Fee Adjustment for Aug. 2016 of \$124.79
- Late Fee Adjustment for Sept. 2016 of \$153.98

The single highest monthly bill was the September 2016 water reading at 350 CCF. You will notice that between IAW (173 CCF Credit) and the City of Terre Haute (174 CCF credit) the total usage credited is 347 CCF.

I have reviewed the leak adjustments, the calculations of the adjustments, the application of the adjustments to your account as well as credits for associated late fees (10% one-time) have been properly done and applied to your account.

Unfortunately, your leak spanned three (3) separate billing periods. Terre Haute City Code speaks to this directly:

- **Section 9-112 Item B-5** states that "No more than one (1) leak adjustment shall be granted per meter during any twelve (12) month period;"
- **Section 9-112 Item B-7** "only the highest single month of usage charge during the excess water usage shall be considered for adjustment"

In conclusion, it is my ruling that your leak adjustment request(s) have been completed, they have been calculated correctly and have been posted to your account. I am unable to provide any additional relief for this leak.

Sincerely,

Brad Speidel
Sewage Billing Specialist

***** APPEAL PROCESS *****

APPEAL PROCESS: The Board of Sanitary Commissioners provide a method and procedure for filing an appeal of this ruling. Here are the important parts and timeframes.

1. The account holder may request a review of the decision of the Sewage Billing Specialist and needs to be submitted in writing and within 30 days of this ruling.
2. Written documentation must clearly state the facts surrounding the disputed charges,
3. Documentation shall clearly state why the board should review the request,
4. And provide any and all documentation the account holder has to support their request.

Once this is submitted, the Board will review the information and decide if they will hear the appeal. The account holder petitioning for review of the disputed charges may attend any board meeting after the Board has decided to review their appeal.

SO, I have attached to this email all the information the Sewage Billing Office has on your leak so that should cover all the detail about the leaks, that you had them fixed and much of the detail around item 4 listed above.

I would recommend that you simply respond to everyone I have copied on THIS EMAIL and focus your attention on item(s) number 2 and item number 3 listed above.

IMPROTANT Information:

- Jennifer Bolen. Jennifer.bolen@terrehaute.in.gov or 812-244-4903, she will make sure to collect all the paperwork and get your initial appeal on the agenda.
- Board of Sanitary Commissioners meet on the 1st and 3rd Tuesday of the month. They meet in the 3rd floor conference room at City Hall. They meet at 10:00 a.m.

CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.
The City of Terre Haute 17 Harding Avenue Terre Haute, IN 47807

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City of Terre Haute
 Sewage Billing
 PO Box 21043
 Tulsa OK 74121-1043
 (800) 955-6598



ACCOUNT NUMBER	3100940272
PREMISE NUMBER	9100108096
BILL DATE	02/21/2017
DUE DATE	03/14/2017
TOTAL AMOUNT DUE	\$2,810.01
AMOUNT PAID	

*City leak Adj. on
 This Bill*

Please send remittance to:

Bartlow Mark A
 1119 S 8th St
 Terre Haute IN, 47802-1205

7379

City of Terre Haute / Sewer
 PO Box 21043
 Tulsa OK 74121-1043

6000073 000003100440272 000281001 02212017

Please detach and return the above portion of the statement. When paying in person please bring both portions of this bill.

NOTICE - SEWAGE RATES HAVE INCREASED - NOTICE

PLEASE NOTE: This month's bill reflects the new rate for your monthly sewage bill.

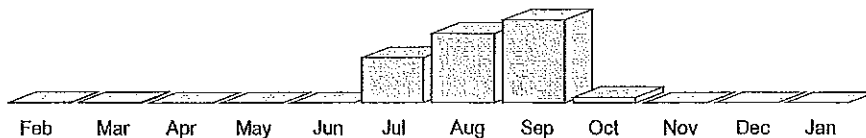
New rates are as follows:

- \$ 26.87 shall be the minimum usage charge for any metered water customer and shall include the first three hundred (300) cubic feet of water usage.
- \$ 8.58 per one hundred (100) cubic feet of water used above the minimum billing amount of usage for metered water customers.
- \$ 46.17 for domestic non-commercial, non-industrial users with non-metered water service (wells).

New Rates Will Be Reflected In This Month's Sewage Bill

Questions about your bill or payments? Call (800) 955-6598
 Or email: CoTH-Billing@tpibillingsolutions.com

Water Usage History



Account Billing Details

Service Name: Bartlow Mark A

Service Address: 1119 S 8 St

ACCOUNT NUMBER	PREMISE NUMBER	BILLING FROM DATE	BILLING TO DATE	BILL DATE	DUE DATE
3100940272	9100108096	01/01/2017	01/31/2017	02/21/2017	03/14/2017
PREVIOUS BALANCE Previous Balance Last Statement Leak Adj sept WW Late Fee Adj (aug) WW Late Fee Adj (sept) Total Balance Carried Forward					4,375.40 -1,286.62 -124.79 -153.98 \$2,810.01
Past Due Balance Detail: Delinquent Wastewater Charges 2,810.01 Total Delinquent Past Due \$2,810.01					
Total Amount Due					\$2,810.01

City of Terre Haute
 Sewage Billing
 PO Box 21043
 Tulsa OK 74121-1043
 (800) 955-6598



ACCOUNT NUMBER	3100940272
PREMISE NUMBER	9100108096
BILL DATE	01/24/2017
DUE DATE	02/14/2017
TOTAL AMOUNT DUE	\$4,375.40
AMOUNT PAID	

Please send remittance to:

Bartlow Mark A
 1119 S 8th St
 Terre Haute IN, 47802-1205

3261

City of Terre Haute / Sewer
 PO Box 21043
 Tulsa OK 74121-1043

6000073 000003100940272 000437540 01242017

Please detach and return the above portion of the statement. When paying in person please bring both portions of this bill.

NOTICE - SEWAGE RATES HAVE INCREASED THIS MONTH - NOTICE

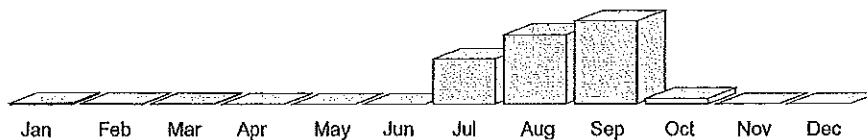
PLEASE NOTE: This month's bill reflects the new rate for your monthly sewage bill.

New rates are as follows:

- \$ 26.87 shall be the minimum usage charge for any metered water customer and shall include the first three hundred (300) cubic feet of water usage.
- \$ 8.58 per one hundred (100) cubic feet of water used above the minimum billing amount of usage for metered water customers.
- \$ 46.17 for domestic non-commercial, non-industrial users with non-metered water service (wells).

New Rates Will Be Reflected In This Month's Sewage Bill
 Questions about your bill or payments? Call (800) 955-6598
 Or email: CoTH-Billing@tpibillingsolutions.com

Water Usage History



Account Billing Details

Service Name: *Barlow Mark A*

Service Address: *1119 S 8 St*

ACCOUNT NUMBER	PREMISE NUMBER	BILLING FROM DATE	BILLING TO DATE	BILL DATE	DUE DATE
3100940272	9100108096	12/01/2016	12/31/2016	01/24/2017	02/14/2017
PREVIOUS BALANCE Previous Balance Last Statement Total Balance Carried Forward					4,375.40 \$4,375.40
Past Due Balance Detail: Delinquent Wastewater Charges 4,375.40 Total Delinquent Past Due \$4,375.40					
Total Amount Due					\$4,375.40

City of Terre Haute
 Sewage Billing
 PO Box 21043
 Tulsa OK 74121-1043
 (800) 955-6598



ACCOUNT NUMBER	3100940272
PREMISE NUMBER	9100108096
BILL DATE	12/24/2016
DUE DATE	01/14/2017
TOTAL AMOUNT DUE	\$4,375.40
AMOUNT PAID	

IAW Leak Adj(s) 2.
 appear on this Bill

Please send remittance to:



City of Terre Haute / Sewer
 PO Box 21043
 Tulsa OK 74121-1043

Bartlow Mark A
 1119 S 8th St
 Terre Haute IN, 47802-1205

3358

w/ Late Fee Credits.

6000073 000003100940272 000437540 12242016

Please detach and return the above portion of the statement. When paying in person please bring both portions of this bill.

NOTICE - SEWAGE RATE INCREASE COMING NEXT MONTH - NOTICE

Starting next month rates for sewage usage are increasing. The rate change is effective with December 2016 usage which will be BILLED in January 2017.

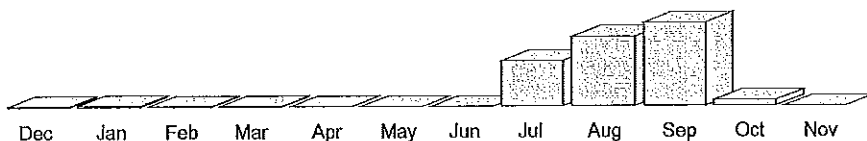
New rates are as follows:

- \$ 26.87 shall be the minimum usage charge for any metered water customer and shall include the first three hundred (300) cubic feet of water usage.
- \$ 8.58 per one hundred (100) cubic feet of water used above the minimum billing amount of usage for metered water customers.
- \$ 46.17 for domestic non-commercial, non-industrial users with non-metered water service (wells).

New Rates Will Be Reflected In Next Month's Sewage Bill

Questions about your bill or payments? Call (800) 955-6598
 Or email: CoTH-Billing@tpibillingsolutions.com

Water Usage History



Account Billing Details

Service Name: Bartlow Mark A

Service Address: 1119 S 8 St

ACCOUNT NUMBER	PREMISE NUMBER	BILLING FROM DATE	BILLING TO DATE	BILL DATE	DUE DATE
3100940272	9100108096	11/01/2016	11/30/2016	12/24/2016	01/14/2017
PREVIOUS BALANCE					
Previous Balance Last Statement					7,058.66
Water Co Adj 8/4/16 -144					-1,065.60
Late Fee Adj 8/4/16					-106.56
Water Co Adj 9/7/16 -173					-1,280.20
Late Fee Adj 9/7/16					-128.02
Payments as of 12/19/2016					-120.00
Total Balance Carried Forward					\$4,358.28
Past Due Balance Detail:					
Delinquent Wastewater Charges					4,358.28
Total Delinquent Past Due					\$4,358.28
CURRENT WASTEWATER CHARGES					
10% Late Fee on Delinquent Wastewater Charges of \$171.16					17.12
FINAL 0					
Total Wastewater Charges					\$17.12
Total Amount Due					\$4,375.40

- 10/27/16 Pipe Replaced - Pattie



Premise Usage Transaction Report
 INTERRHAUT - City of Terre Haute
 Transactions Dated: 03/21/2016 to 03/21/2017

Premisa: 9100108096 Status: Tapped Service Active Contract Service: 1119 S 8 St
 Municipality: City of Terre Haute Terre Haute, IN 47802-1205
 Meter Read Route: TER03809 Route Read Dates -- Previous: 03/04/2015 Current: 04/05/2017 Next: 05/04/2017 Last Bill: 10/25/2016
 Account: 210007520463 Name: Bartlow, Mark A Status: Closed for Non pay
 Account Connect Date: 10/24/2016 Mailing: 2604 W 150 S Customer: 1100729523
 Account Discontinued Date: 10/25/2016 Bloomfield, IN 47424-5018
 Account Class: Residential
 Cut In Landlord: N

Transaction Type	Transaction Date	Transaction Number	Billed Usage	Unit of Measure	Days Billed
Reg Bill Actual Read	04/08/2016	603752450047	7.48	CGL	34
Reg Bill Actual Read	05/09/2016	612502406826	0.00	CGL	28
Reg Bill Actual Read	06/07/2016	616252438843	0.00	CGL	30
Reg Bill Actual Read	07/14/2016	626252092630	1421.20	CGL	33
Reg Bill Actual Read	08/08/2016	607502711112	2184.16	CGL	29
Reg Bill Actual Read	09/12/2016	653752735041	2618.00	CGL	34
Closing Bill	10/06/2016	701250257003	172.04	CGL	28
Closing Bill	10/26/2016	703750245823	0.00	CGL	2
Reg Bill Actual Read	12/08/2016	500000164842	1291.49	CGL	34
Reg Bill Actual Read	12/08/2016	500000164843	1077.72	CGL	29

Readings

Meter Number	Current Read Date	Current Reading	Previous Read Date	Previous Reading	Current Reading Type	Metered Usage	Unit of Measure
087287276A	04/06/2016	299.0	03/03/2016	298.0	Actual	1.00	CCF
087287276A	05/04/2016	299.0	04/06/2016	299.0	Actual	0.00	CCF
087287276A	06/03/2016	299.0	05/04/2016	299.0	Actual	0.00	CCF
087287276A	07/06/2016	489.0	06/03/2016	299.0	Actual	190.00	CCF
087287276A	08/04/2016	781.0	07/06/2016	489.0	Actual	292.00	CCF
087287276A	08/04/2016	781.0	07/06/2016	489.0	Actual	292.00	CCF
087287276A	09/07/2016	1131.0	08/04/2016	781.0	Actual	350.00	CCF
087287276A	09/07/2016	1131.0	08/04/2016	781.0	Actual	350.00	CCF
087287276A	10/05/2016	1154.0	09/07/2016	1131.0	Actual	23.00	CCF
087287276A	10/25/2016	1154.0	10/24/2016	1154.0	Actual	0.00	CCF

Units of Measure Reference	
CGL - 100 Gallons	CCF - 100 Cubic Feet
DFT - 10 Cubic Feet	DCG - 1000 Gallons
1 CF - Cubic Foot	1 GL - US Gallon
MG AW - Millions of Gallons	1000 CF - 1000 Cubic Feet
TG AW - Thousand Gallons	10 KGL - 10 Thousand Gallons
10 GL - 10 Gallons	

8 2810.01 Post leak adjust.

9 120" lost 11/22/16
 60" 6/3/16.

~~Certified letter to Mark Thompson. Sent~~

IAW Final Billed in October 2016.

(1286.6)² - Leak Adj -
 - AW
 - AW

City of Terre Haute
Sewage Department-Supervisor
17 Harding Avenue, Room 209
Terre Haute, IN 47807

Mark Bartlow
2604 W 150 S
Bloomfield, IN 47424

Dear Sewage Department Supervisor,

I write this note in reference to our vacant rental house at 1119 S. 8th St., Terre Haute, IN.

The account number on this house is 3100940272. Our daughter and son in law lived there until February of 2016. Since that time the property has been vacant and the water main shutoff in the basement has been turned off. It appears that a leak in the water meter supply line to the house has caused the sewer bill to go up substantially. Normally, the sewage bill runs between \$21 and \$38. However the leak in the external supply from American water, beginning in June, went unnoticed as the water leaked into the ground. We were not contacted about the leak and the American Water was still sending the water bill to the vacant house instead of our residence listed above. I received no phone calls from the water company or sewage department during the months that the leak occurred to tell me of any increased use.

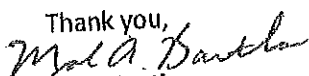
I have spoken to Christina at American Water to review the water usage and she informed me at 11 am on 1-26-2017 that it would take 60 days to review the adjusted bill of \$1040.92.

In the meantime, I have received a bill from the sewage department for \$4,375.40. I finally spoke with Bobbi at 2:15 on 1-30-2017 about this and she recommended I send this letter after I had called several times and left several messages on the answering machine of the sewer department. Since no water actually came into the house and was leaked into the ground, I believe our sewage bill should be \$0.00 for the time of February, 2016 through now, since no sewage has been used. I understand if there is a minimum due per month for the service as with any vacant house. However, since no water went through the sewer lines during that time, I kindly request you to review and delete the balance due.

I have bills from the plumber who repaired the leak with the help of American Water service personnel.

By the way, the water is currently turned off as well so you can get a good idea of the usage from that.

Please let me know your decision as soon as possible as this is causing some worry in my household and the sewer wasn't used.

Thank you,

Mark Bartlow

(812)384-6246
mbartlow@node1internet.com



**INDIANA
AMERICAN WATER**

P.O. Box 578 Alton, IL 62002

(800) 492-8373

*Spoke @ 11am 1/26/17
w/ Christina @ American Water
-60 Day review on the 1040.92*

Terre Haute Sewage

*Spoke w/Maria
4375.40 bnl.*

Mark A. Bartlow
2604 W 150 S
Bloomfield, IN 47424-5018

*Ext. 5652
supervisor
no answer - let me msg
@ 11:15am
1/26/17*

For Service To:

Account Number: 1010-210007520463

Service Address: 1119 S 8 St

Terre Haute, IN 47802-1205

Dear Mark A. Bartlow:

Spoke w/ Bobbi @ 2:15, 1/30/17

Indiana American Water is proud to be your water and/or wastewater service provider and thanks you for the opportunity to provide this service. This letter is in regard to your recent inquiry about your account history. We've included the account ledger history below and hope this information helps provide answers to your questions.

Current Balance: \$0.00

Transaction Date	Description	Amount
12/07/2015	INVOICES	\$38.13
12/07/2015	Late Payment Charge	\$1.33
01/08/2016	INVOICES	\$41.63
02/11/2016	Mellon ARC	\$-60.00
02/12/2016	INVOICES	\$34.68
02/12/2016	Late Payment Charge	\$1.26
03/07/2016	INVOICES	\$34.92
03/07/2016	Late Payment Charge	\$0.59
03/10/2016	Mellon ARC	\$-15.00
04/05/2016	Mellon ARC	\$-49.83
04/08/2016	INVOICES	\$24.35
04/08/2016	Late Payment Charge	\$1.16
05/09/2016	INVOICES	\$20.83
05/09/2016	Late Payment Charge	\$0.48
06/02/2016	Mellon ARC	\$-45.00
06/07/2016	INVOICES	\$21.13
06/07/2016	Late Payment Charge	\$0.82
07/14/2016	INVOICES	\$586.00
07/14/2016	Late Payment Charge	\$0.43
08/08/2016	INVOICES	\$881.77
08/08/2016	Late Payment Charge	\$16.66
09/12/2016	INVOICES	\$1,049.95
09/12/2016	Late Payment Charge	\$25.44
10/06/2016	INVOICES	\$101.76
10/06/2016	Late Payment Charge	\$30.42
10/24/2016	Paymentus CreditCard	\$-746.00
10/24/2016	Pending Payment	\$-746.00

Customer Service: M-F 7am to 7pm Emergency: 24/7: 1-800-492-8373

Transaction Date	Description	Amount
10/24/2016	Reversal Document	\$746.00
10/26/2016	INVOICES	\$1.39
10/26/2016	Late Payment Charge	\$3.99
12/08/2016	INVOICES	\$-918.43
01/24/2017	WO Stat Debit	\$1,040.93
01/24/2017	Write off	\$-1,040.93

You also may access this information online by registering for a self-service account at www.amwater.com/MyH2O. This tool is available 24/7 and allows you to manage your water account, including paying your bill, from the convenience of your personal computer.

If you need to speak with a service representative, please contact our customer service center at 1-800-492-8373.

Sincerely,

Customer Service

under 60 day review
starting 1/26/17

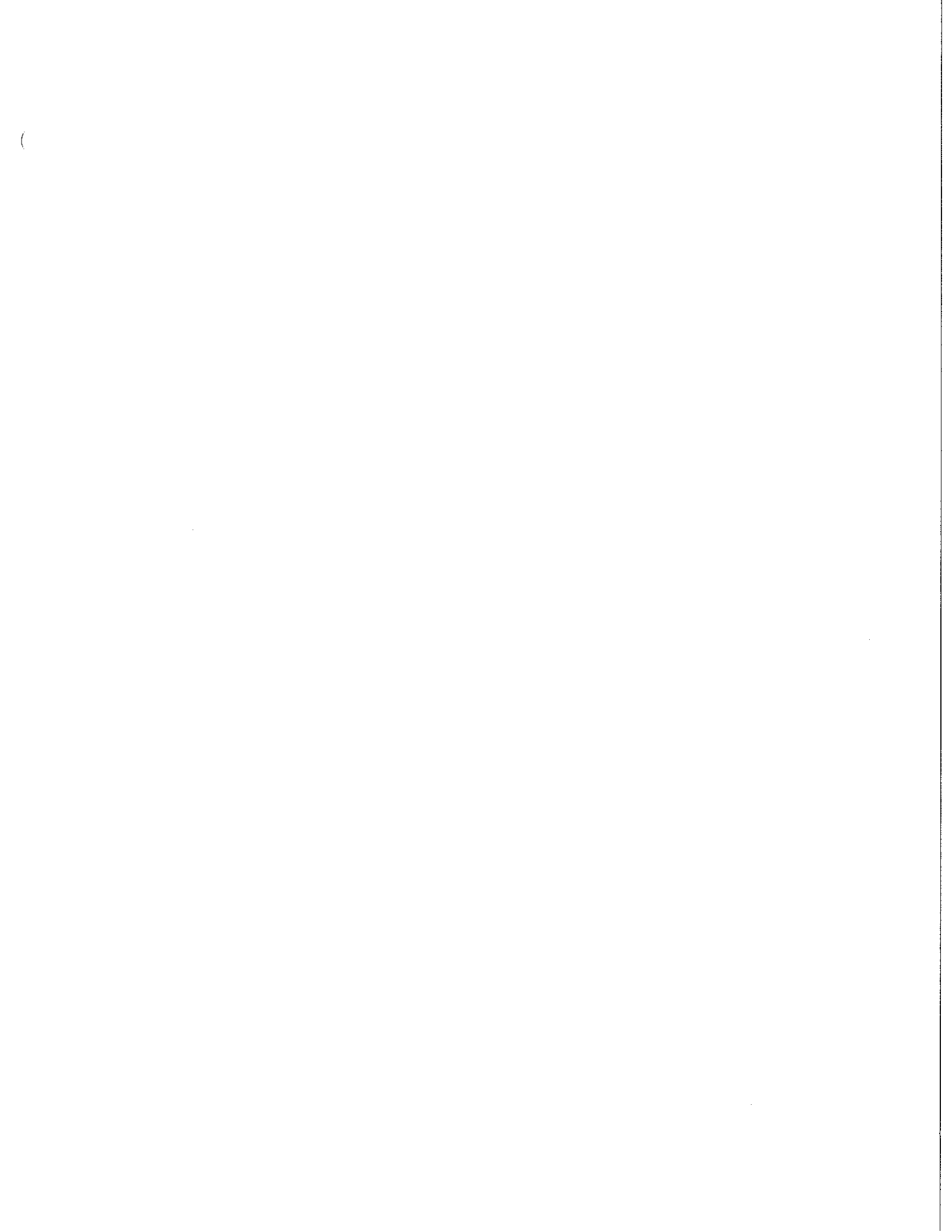
Run date: 04/12/2017 @ 13:47
Bus date: 04/12/2017

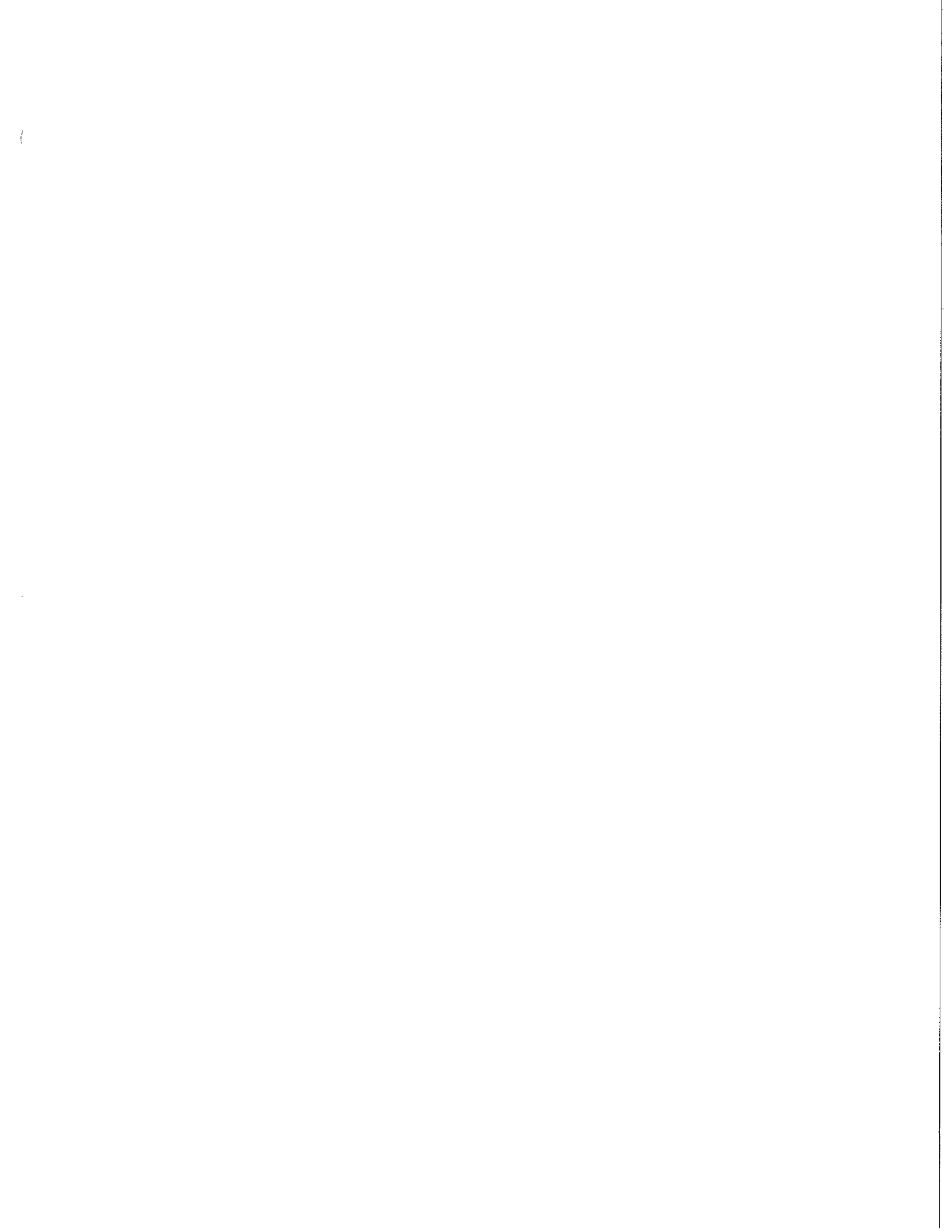
City of Terre Haute
* * * Journal entry trace * * *

CS51157.L02 Page 2

Jnl	Period	Account	Description	Debit	Credit	Balance
EN		Encumbrance Journal				
	04 2017	A0620-0000-00-202.010	ACCOUNTS PAYABLE		13,959.07	
	04 2017	A0620-0061-03-432.010	SERVICES CONTRACTUAL	3,184.07		
	04 2017	A0620-0061-03-437.051	DRAINAGE IMPROVEMENTS	10,775.00		
		Total for Financial System		13,959.07	13,959.07	.00

Batch 151157 posted on 04/12/17 by 1057 for business date 04/12/17





(

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	OLD NATIONAL WEALTH MANAGEMENT A0330-0000-00-202.010	209647	5112					1,000.00CR
EN	OLD NATIONAL WEALTH MANAGEMENT A0330-0049-03-439.130	209647	5112					1,000.00

Batch 151155 posted on 04/12/17 by 1057 for business date 04/12/17

Jan Owen
Terri Adams
Clara E.

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrcr	Units	Amount / Rate	Posted amount
EN	A-1 SANITATION, LLC. A0620-0000-00-202.010	209674	701					90.50CR
EN	A-1 SANITATION, LLC. A0620-0061-03-432.010	209674	701					90.50
EN	AECOM USA, INC. A0620-0000-00-202.010	209675	3353					24,435.86CR
EN	AECOM USA, INC. A0620-0061-03-432.010	209675	3353					24,435.86
EN	AIRGAS USA, LLC A0620-0000-00-202.010	209676	1241					436.58CR
EN	AIRGAS USA, LLC A0620-0061-02-422.110	209676	1241					436.58
EN	ARAMARK UNIFORM SERVICES, INC. A0620-0000-00-202.010	209677	10208					180.78CR
EN	ARAMARK UNIFORM SERVICES, INC. A0620-0061-01-414.010	209677	10208					180.78
EN	AUTO ZONE, INC. A0620-0000-00-202.010	209678	10258					72.83CR
EN	AUTO ZONE, INC. A0620-0061-02-422.005	209678	10258					33.21
EN	AUTO ZONE, INC. A0620-0061-02-423.015	209678	10258					25.00
EN	AUTO ZONE, INC. A0620-0061-04-444.010	209678	10258					14.62
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0000-00-202.010	209679	4768					78.04CR
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0061-02-423.015	209679	4768					78.04
EN	B. L. ANDERSON COMPANY, INC. A0620-0000-00-202.010	209680	10371					429.00CR
EN	B. L. ANDERSON COMPANY, INC. A0620-0061-03-432.010	209680	10371					429.00
EN	BOOT CITY A0620-0000-00-202.010	209681	10396					414.87CR
EN	BOOT CITY A0620-0061-01-414.020	209681	10396					126.99
EN	BOOT CITY A0620-0061-02-422.005	209681	10396					287.88
EN	BRADFORD SUPPLY COMPANY A0620-0000-00-202.010	209682	5602					11,895.71CR
EN	BRADFORD SUPPLY COMPANY A0620-0061-01-414.020	209682	5602					736.39
EN	BRADFORD SUPPLY COMPANY A0620-0061-02-423.015	209682	5602					11,146.81
EN	BRADFORD SUPPLY COMPANY A0620-0061-03-433.040	209682	5602					12.51
EN	CHRISTOPHER A. POE A0620-0000-00-202.010	209683	12901					643.80CR
EN	CHRISTOPHER A. POE A0620-0061-04-444.010	209683	12901					643.80
EN	COLDWELL & COMPANY, INC A0620-0000-00-202.010	209684	10598					153.80CR
EN	COLDWELL & COMPANY, INC A0620-0061-02-423.015	209684	10598					153.80

Tom Adams
Chris E...

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0000-00-202.010	209685	10625					86.76CR
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-02-422.005	209685	10625					28.52
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-02-423.015	209685	10625					50.88
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-04-444.010	209685	10625					7.36
EN	CONTINENTAL RESEARCH CORP. A0620-0000-00-202.010	209686	10651					10,061.17CR
EN	CONTINENTAL RESEARCH CORP. A0620-0061-02-422.005	209686	10651					9,790.00
EN	CONTINENTAL RESEARCH CORP. A0620-0061-03-433.040	209686	10651					271.17
EN	CONTROLWORX LLC. A0620-0000-00-202.010	209687	5001					24,200.00CR
EN	CONTROLWORX LLC. A0620-0061-03-432.010	209687	5001					24,200.00
EN	ERNEY SAFE & LOCK CO, INC. A0620-0000-00-202.010	209688	10905					20.20CR
EN	ERNEY SAFE & LOCK CO, INC. A0620-0061-02-422.005	209688	10905					20.20
EN	E Z CLEAN, CORP. A0620-0000-00-202.010	209689	10920					272.60CR
EN	E Z CLEAN, CORP. A0620-0061-02-422.005	209689	10920					272.60
EN	FASTENAL COMPANY, INC. A0620-0000-00-202.010	209690	10934					1,035.41CR
EN	FASTENAL COMPANY, INC. A0620-0061-02-423.015	209690	10934					1,035.41
EN	FERGUSON WATERWORKS A0620-0000-00-202.010	209691	2705					336.47CR
EN	FERGUSON WATERWORKS A0620-0061-03-432.010	209691	2705					336.47
EN	FIRSTECH, INC. A0620-0000-00-202.010	209692	4527					480.50CR
EN	FIRSTECH, INC. A0620-0061-03-432.010	209692	4527					480.50
EN	FIS BILL PAY A0620-0000-00-202.010	209693	5152					2,171.91CR
EN	FIS BILL PAY A0620-0061-00-347.090	209693	5152					2,171.91
EN	HACH COMPANY A0620-0000-00-202.010	209694	11163					1,115.39CR
EN	HACH COMPANY A0620-0061-02-422.160	209694	11163					1,049.00
EN	HACH COMPANY A0620-0061-03-433.040	209694	11163					66.39
EN	HANNUM, WAGLE & CLINE ENGINEER A0620-0000-00-202.010	209695	11173					17,143.46CR
EN	HANNUM, WAGLE & CLINE ENGINEER A0620-0061-03-432.010	209695	11173					17,143.46
EN	HEADWORKS, INC. A0620-0000-00-202.010	209696	4436					3,707.08CR

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Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	HEADWORKS, INC. A0620-0061-02-422.005	209696	4436					3,500.00
EN	HEADWORKS, INC. A0620-0061-03-433.040	209696	4436					207.08
EN	IRVING MATERIALS, INC. A0620-0000-00-202.010	209697	3343					149.38CR
EN	IRVING MATERIALS, INC. A0620-0061-02-422.005	209697	3343					149.38
EN	IUPPS, INC. A0620-0000-00-202.010	209698	3460					983.25CR
EN	IUPPS, INC. A0620-0061-03-432.010	209698	3460					983.25
EN	IWEA, INC A0620-0000-00-202.010	209699	128					35.00CR
EN	IWEA, INC A0620-0061-03-432.010	209699	128					35.00
EN	JASPER ENGINE & TRANSMISSIONS, A0620-0000-00-202.010	209700	11573					1,813.00CR
EN	JASPER ENGINE & TRANSMISSIONS, A0620-0061-02-423.015	209700	11573					1,813.00
EN	JONES & SONS, INC. A0620-0000-00-202.010	209701	11598					2,795.00CR
EN	JONES & SONS, INC. A0620-0061-02-422.005	209701	11598					161.00
EN	JONES & SONS, INC. A0620-0061-02-423.015	209701	11598					2,634.00
EN	JONES & SONS, INC. A0620-0000-00-202.010	209702	11598					676.32CR
EN	JONES & SONS, INC. A0620-0061-02-423.015	209702	11598					57.32
EN	JONES & SONS, INC. A0620-0061-04-444.010	209702	11598					619.00
EN	KEYSTONE AUTOMOTIVE INDUSTRIES A0620-0000-00-202.010	209703	4449					94.47CR
EN	KEYSTONE AUTOMOTIVE INDUSTRIES A0620-0061-02-423.015	209703	4449					94.47
EN	KIRBY RISK SUPPLY, INC. A0620-0000-00-202.010	209704	11645					882.38CR
EN	KIRBY RISK SUPPLY, INC. A0620-0061-02-423.015	209704	11645					834.75
EN	KIRBY RISK SUPPLY, INC. A0620-0061-03-433.040	209704	11645					47.63
EN	KOORSEN FIRE & SECURITY, INC. A0620-0000-00-202.010	209705	1675					625.00CR
EN	KOORSEN FIRE & SECURITY, INC. A0620-0061-03-432.010	209705	1675					625.00
EN	LAWSON PRODUCTS, INC. A0620-0000-00-202.010	209706	11703					3,114.88CR
EN	LAWSON PRODUCTS, INC. A0620-0061-02-423.015	209706	11703					500.98
EN	LAWSON PRODUCTS, INC. A0620-0061-03-433.040	209706	11703					172.64
EN	LAWSON PRODUCTS, INC. A0620-0061-04-444.010	209706	11703					2,441.26

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Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrcr	Units	Amount / Rate	Posted amount
EN	LAWSON PRODUCTS, INC. A0620-0000-00-202.010	209707	11703					2,651.75CR
EN	LAWSON PRODUCTS, INC. A0620-0061-02-422.005	209707	11703					1,064.53
EN	LAWSON PRODUCTS, INC. A0620-0061-02-423.015	209707	11703					775.74
EN	LAWSON PRODUCTS, INC. A0620-0061-03-433.040	209707	11703					171.40
EN	LAWSON PRODUCTS, INC. A0620-0061-04-444.010	209707	11703					640.08
EN	LAWSON PRODUCTS, INC. A0620-0000-00-202.010	209708	11703					779.94CR
EN	LAWSON PRODUCTS, INC. A0620-0061-03-433.040	209708	11703					53.40
EN	LAWSON PRODUCTS, INC. A0620-0061-04-444.010	209708	11703					726.54
EN	MATCO TOOLS A0620-0000-00-202.010	209709	11788					258.00CR
EN	MATCO TOOLS A0620-0061-04-444.010	209709	11788					258.00
EN	McCORD TIRE SERVICE, INC. A0620-0000-00-202.010	209710	11802					62.54CR
EN	McCORD TIRE SERVICE, INC. A0620-0061-02-423.015	209710	11802					62.54
EN	MCCOY & MCCOY LABORATORIES, IN A0620-0000-00-202.010	209711	1784					140.00CR
EN	MCCOY & MCCOY LABORATORIES, IN A0620-0061-03-432.071	209711	1784					140.00
EN	MENARDS, INC. A0620-0000-00-202.010	209712	11829					1,020.12CR
EN	MENARDS, INC. A0620-0061-02-422.005	209712	11829					430.19
EN	MENARDS, INC. A0620-0061-02-423.015	209712	11829					132.51
EN	MENARDS, INC. A0620-0061-04-444.010	209712	11829					457.42
EN	MENKE'S TRAILER SALES A0620-0000-00-202.010	209713	11830					528.00CR
EN	MENKE'S TRAILER SALES A0620-0061-02-423.015	209713	11830					508.00
EN	MENKE'S TRAILER SALES A0620-0061-04-444.010	209713	11830					20.00
EN	MIKE ROGERS A0620-0000-00-202.010	209714	5616					165.84CR
EN	MIKE ROGERS A0620-0061-00-347.090	209714	5616					165.84
EN	MIKE'S STOP & SHINE A0620-0000-00-202.010	209715	1134					84.00CR
EN	MIKE'S STOP & SHINE A0620-0061-03-437.030	209715	1134					84.00
EN	N.C.L. OF WISCONSIN, INC. A0620-0000-00-202.010	209716	12034					735.88CR
EN	N.C.L. OF WISCONSIN, INC. A0620-0061-02-422.160	209716	12034					543.45

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	N.C.L. OF WISCONSIN, INC. A0620-0061-03-433.040	209716	12034					192.43
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0000-00-202.010	209717	12047					1,480.13CR
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-422.005	209717	12047					162.25
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-423.015	209717	12047					1,317.88
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0000-00-202.010	209718	12047					947.25CR
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-422.005	209718	12047					57.50
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-423.015	209718	12047					889.75
EN	NSI LAB SOLUTIONS, INC. A0620-0000-00-202.010	209719	1599					1,011.00CR
EN	NSI LAB SOLUTIONS, INC. A0620-0061-02-422.160	209719	1599					906.00
EN	NSI LAB SOLUTIONS, INC. A0620-0061-03-433.040	209719	1599					105.00
EN	O'REILLY AUTO PARTS, INC. A0620-0000-00-202.010	209720	2737					100.74CR
EN	O'REILLY AUTO PARTS, INC. A0620-0061-02-423.015	209720	2737					100.74
EN	PACE ANALYTICAL SERVICES, INC. A0620-0000-00-202.010	209721	4537					1,083.00CR
EN	PACE ANALYTICAL SERVICES, INC. A0620-0061-03-432.071	209721	4537					1,083.00
EN	PRAXAIR DISTRIBUTION, INC. A0620-0000-00-202.010	209722	12279					49.60CR
EN	PRAXAIR DISTRIBUTION, INC. A0620-0061-02-422.110	209722	12279					49.60
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0000-00-202.010	209723	12322					289.00CR
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0061-02-422.005	209723	12322					113.70
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0061-04-444.010	209723	12322					175.30
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0000-00-202.010	209724	12322					190.65CR
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0061-04-444.010	209724	12322					190.65
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	209725	12355					652.88CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-422.005	209725	12355					12.68
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	209725	12355					640.20
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	209726	12355					873.88CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	209726	12355					781.98
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-03-432.010	209726	12355					91.90

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	209727	12355					686.37CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	209727	12355					372.94
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-04-444.010	209727	12355					313.43
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	209728	12355					218.91CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	209728	12355					218.91
EN	RED WING SHOE STORE, INC. A0620-0000-00-202.010	209729	12471					140.00CR
EN	RED WING SHOE STORE, INC. A0620-0061-01-414.020	209729	12471					140.00
EN	RICMAR INDUSTRIES, INC. A0620-0000-00-202.010	209730	4694					1,347.88CR
EN	RICMAR INDUSTRIES, INC. A0620-0061-02-422.005	209730	4694					1,290.00
EN	RICMAR INDUSTRIES, INC. A0620-0061-03-433.040	209730	4694					57.88
EN	SEELYVILLE WATER & SEWAGE A0620-0000-00-202.010	209731	12749					1,441.00CR
EN	SEELYVILLE WATER & SEWAGE A0620-0061-03-432.010	209731	12749					1,441.00
EN	S & K EQUIPMENT COMPANY, INC. A0620-0000-00-202.010	209732	623					1,281.32CR
EN	S & K EQUIPMENT COMPANY, INC. A0620-0061-02-423.015	209732	623					1,194.80
EN	S & K EQUIPMENT COMPANY, INC. A0620-0061-03-433.040	209732	623					86.52
EN	SYCAMORE ENGINEERING, INC A0620-0000-00-202.010	209733	13376					571.00CR
EN	SYCAMORE ENGINEERING, INC A0620-0061-03-432.010	209733	13376					571.00
EN	TERRE HAUTE REGIONAL HOSPITAL A0620-0000-00-202.010	209734	1845					182.00CR
EN	TERRE HAUTE REGIONAL HOSPITAL A0620-0061-03-432.060	209734	1845					182.00
EN	TERRE HAUTE REGIONAL HOSPITAL A0620-0000-00-202.010	209735	1845					243.00CR
EN	TERRE HAUTE REGIONAL HOSPITAL A0620-0061-03-432.060	209735	1845					243.00
EN	TOWN & COUNTRY FORD A0620-0000-00-202.010	209736	12748					655.97CR
EN	TOWN & COUNTRY FORD A0620-0061-02-423.015	209736	12748					655.97
EN	UNITED PARCEL SVC A0620-0000-00-202.010	209737	249					12.65CR
EN	UNITED PARCEL SVC A0620-0061-03-433.020	209737	249					12.65
EN	UNITED RENTALS, INC. A0620-0000-00-202.010	209738	12894					10,348.08CR
EN	UNITED RENTALS, INC. A0620-0061-03-438.010	209738	12894					10,348.08

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Jn1	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	USABLUEBOOK, LTD A0620-0000-00-202.010	209739	3498					3,148.61CR
EN	USABLUEBOOK, LTD A0620-0061-02-422.005	209739	3498					149.92
EN	USABLUEBOOK, LTD A0620-0061-03-433.040	209739	3498					140.60
EN	USABLUEBOOK, LTD A0620-0061-04-444.010	209739	3498					2,858.09
EN	UTILITY PIPE SALES OF INDIANA A0620-0000-00-202.010	209740	5609					22,656.46CR
EN	UTILITY PIPE SALES OF INDIANA A0620-0061-02-423.015	209740	5609					6,679.96
EN	UTILITY PIPE SALES OF INDIANA A0620-0061-04-444.010	209740	5609					15,976.50
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0000-00-202.010	209741	12987					166.12CR
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0061-02-423.015	209741	12987					98.87
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0061-03-432.010	209741	12987					67.25
EN	VIGO DODGE, INC A0620-0000-00-202.010	209742	13123					41.12CR
EN	VIGO DODGE, INC A0620-0061-02-422.005	209742	13123					13.00
EN	VIGO DODGE, INC A0620-0061-02-423.015	209742	13123					28.12
EN	ZINKAN ENTERPRISES, INC. A0620-0000-00-202.010	209743	2507					200.00CR
EN	ZINKAN ENTERPRISES, INC. A0620-0061-03-432.010	209743	2507					200.00

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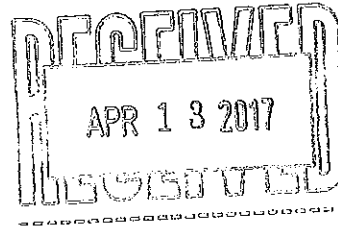
City of Terre Haute
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Jnl	Period	Account	Description	Debit	Credit	Balance
EN		Encumbrance Journal				
04	2017	A0620-0000-00-202.010	ACCOUNTS PAYABLE		167,076.09	
04	2017	A0620-0061-00-347.090	USER FEES	2,337.75		
04	2017	A0620-0061-01-414.010	LAUNDRY & UNIFORMS	180.78		
04	2017	A0620-0061-01-414.020	PROTECTIVE CLOTHING	1,003.38		
04	2017	A0620-0061-02-422.005	OPERATING SUPPLIES	17,536.56		
04	2017	A0620-0061-02-422.110	BOC	486.18		
04	2017	A0620-0061-02-422.160	LAB SUPPLIES	2,498.45		
04	2017	A0620-0061-02-423.015	REPAIR SUPPLIES	32,883.37		
04	2017	A0620-0061-03-432.010	SERVICES CONTRACTUAL	71,130.19		
04	2017	A0620-0061-03-432.060	MEDICAL-SURGICAL-DENTAL	425.00		
04	2017	A0620-0061-03-432.071	LAB TESTING	1,223.00		
04	2017	A0620-0061-03-433.020	POSTAGE	12.65		
04	2017	A0620-0061-03-433.040	FREIGHT	1,584.65		
04	2017	A0620-0061-03-437.030	VEHICLE REPAIR & MAINTENANCE	84.00		
04	2017	A0620-0061-03-438.010	RENTAL OF EQUIPMENT	10,348.08		
04	2017	A0620-0061-04-444.010	PURCHASE OF EQUIPMENT	25,342.05		
		Total for Financial System		167,076.09	167,076.09	.00

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Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	DUKE ENERGY A0620-0000-00-202.010	209650	10540					65.97CR
EN	DUKE ENERGY A0620-0061-03-436.010	209650	10540					65.97
EN	DUKE ENERGY A0620-0000-00-202.010	209651	10540					138.31CR
EN	DUKE ENERGY A0620-0061-03-436.010	209651	10540					138.31
EN	DUKE ENERGY A0620-0000-00-202.010	209652	10540					1,575.10CR
EN	DUKE ENERGY A0620-0061-03-436.010	209652	10540					1,575.10
EN	DUKE ENERGY A0620-0000-00-202.010	209653	10540					441.85CR
EN	DUKE ENERGY A0620-0061-03-436.010	209653	10540					441.85
EN	DUKE ENERGY A0620-0000-00-202.010	209654	10540					31,176.80CR
EN	DUKE ENERGY A0620-0061-03-436.010	209654	10540					31,176.80
EN	DUKE ENERGY A0620-0000-00-202.010	209655	10540					202.44CR
EN	DUKE ENERGY A0620-0061-03-436.010	209655	10540					202.44
EN	DUKE ENERGY A0620-0000-00-202.010	209656	10540					17,253.78CR
EN	DUKE ENERGY A0620-0061-03-436.010	209656	10540					17,253.78
EN	DUKE ENERGY A0620-0000-00-202.010	209657	10540					17,124.96CR
EN	DUKE ENERGY A0620-0061-03-436.010	209657	10540					17,124.96
EN	DUKE ENERGY A0620-0000-00-202.010	209658	10540					31,268.80CR
EN	DUKE ENERGY A0620-0061-03-436.010	209658	10540					31,268.80
EN	DUKE ENERGY A0620-0000-00-202.010	209659	10540					4,958.68CR
EN	DUKE ENERGY A0620-0061-03-436.010	209659	10540					4,958.68
EN	DUKE ENERGY A0620-0000-00-202.010	209660	10540					1,638.71CR
EN	DUKE ENERGY A0620-0061-03-436.010	209660	10540					1,638.71
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	209661	11331					57.39CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	209661	11331					57.39
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	209662	11331					122.31CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	209662	11331					122.31
EN	LOWE'S A0620-0000-00-202.010	209663	11741					1,042.50CR



Mark paid

*My Culer
Jim Adams*

*Mark
Culer*

Run date: 04/13/2017 @ 08:03
 Bus date: 04/13/2017

City of Terre Haute
 * * * Journal entry trace * * *

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	LOWE'S A0620-0061-02-422.005	209663	11741					240.03
EN	LOWE'S A0620-0061-02-423.015	209663	11741					580.96
EN	LOWE'S A0620-0061-04-444.010	209663	11741					221.51
EN	REPUBLIC SERVICES OF WESTERN I A0620-0000-00-202.010	209664	11571					16,121.75CR
EN	REPUBLIC SERVICES OF WESTERN I A0620-0061-03-432.072	209664	11571					16,121.75
EN	SAM'S CLUB A0620-0000-00-202.010	209665	12662					136.57CR
EN	SAM'S CLUB A0620-0061-02-422.005	209665	12662					11.57
EN	SAM'S CLUB A0620-0061-04-444.180	209665	12662					125.00
EN	TIME WARNER CABLE, INC. A0620-0000-00-202.010	209666	12719					2,562.25CR
EN	TIME WARNER CABLE, INC. A0620-0061-03-432.010	209666	12719					2,562.25
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	209667	40					46.00CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	209667	40					46.00
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	209668	40					770.88CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	209668	40					770.88
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	209669	40					52.18CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	209669	40					52.18

Batch 151179 posted on 04/13/17 by 27 for business date 04/13/17

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City of Terre Haute
* * * Journal entry trace * * *

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Jnl	Period	Account	Description	Debit	Credit	Balance
EN			Encumbrance Journal			
	04	2017 A0620-0000-00-202.010	ACCOUNTS PAYABLE		126,757.23	
	04	2017 A0620-0061-02-422.005	OPERATING SUPPLIES	251.60		
	04	2017 A0620-0061-02-423.015	REPAIR SUPPLIES	580.96		
	04	2017 A0620-0061-03-432.010	SERVICES CONTRACTUAL	2,562.25		
	04	2017 A0620-0061-03-432.072	SYCAMORE RIDGE LANDFILL	16,121.75		
	04	2017 A0620-0061-03-436.010	ELECTRIC UTILITY	105,845.40		
	04	2017 A0620-0061-03-436.020	GAS UTILITY	869.06		
	04	2017 A0620-0061-03-436.030	WATER UTILITY	179.70		
	04	2017 A0620-0061-04-444.010	PURCHASE OF EQUIPMENT	221.51		
	04	2017 A0620-0061-04-444.180	PURCHASE OF SAFETY EQUIPMENT	125.00		
		Total for Financial System		126,757.23	126,757.23	.00

Batch 151179 posted on 04/13/17 by 27 for business date 04/13/17

DITCH MAINTENANCE SPECIFICATIONS 2017

2017 Specifications for Ditch Maintenance for the City of Terre Haute Sanitary District

SCOPE OF WORK:

A contract will be awarded for the purchase of an unspecified number of units at a fixed price per unit. The Terre Haute Sanitary District reserves the right to purchase none or any number of units as needed. The Terre Haute Sanitary District requires the contractor provide all equipment, materials and labor needed for maintenance as directed. Work will usually consist of clearing and mowing the following: **Lost Creek** (first mowing of Lost Creek to be completed by Memorial Day), with a length of approximately ten and one-half (10.5) miles; **The U.S. 41 Levy** on the South Side with an area of approximately one and a half acres (1.5); **Hulman Dam** with an area of approximately seven and one-half (7.5) acres; **Hulman Storm Water Detention Pond** with an area of approximately two (2) acres; and **Terre Vista Dam**, with an area of approximately one-half (.5) acres. Bidders shall submit a list of similar projects completed which demonstrates their experience, etc.

REQUIREMENTS:

Bidders will be required to have at least five (5) years of similar experience, which should include:

Mowing of steep banks

Clear Cutting

The contractor's foreman and/or equipment operator shall each have at least five (5) years of similar experience. The names and experience of each of these individuals shall be furnished with the bid.

The Contractor shall submit Indiana State Board of Accounts Form 96 (Questionnaire and Financial Statements).

The contractor shall be required to own or show ability to lease the equipment listed below to ensure uninterrupted availability. The contractor shall also be required upon request to submit any applicable manufacturer's specifications of the following required equipment. All equipment must meet the minimum standard as shown:

- 4 x 4 tractor with industrial grade mower and front end loader
- Boom Mower minimum 20 foot reach
- Industrial Chipper minimum 18-inch diameter capacity
- Industrial weed eaters equivalent to Stihl or Echo
- Industrial chain saws equivalent to Stihl or Echo

METHOD OF BID EVALUATION:

Bids will be awarded to the lowest responsive and responsible bidder. The quantities below are for a comparison of bids only and are based on work completed under the previous work orders. Future work will be done on an "as needed basis".

The Terre Haute Sanitary District shall establish a standard for ditch maintenance. Contractor shall submit daily reports of labor and equipment hours to the City Engineer or his representative. All duty reports are subject to the approval of the Terre Haute Sanitary District. Contractor shall notify City Engineer of intent to work prior to each mobilization.

Contractor shall submit copies of invoices or receipts for materials used on the job on a daily basis.

Contractor's foreman is responsible for scheduling and supervision of job subject to the approval of the Department of Engineering.

All applicable OSHA standards must be followed by the contractor.

The hourly pay items will be as follows:

- Equipment and labor will be paid for the actual hours used on the job.
- Transportation time to and from any job site at the beginning and end of a working day will not be a payable item.
- There will be no incremental billing.
- Individual pay items include labor rate to operate equipment

Contractor shall be an independent contractor who shall be licensed and bonded to do work in the City Rights-of-way. The Terre Haute Sanitary District is in no manner liable for the action of or injury by or to any servants and employees, agents or subcontractors used in the performance of contractor's work; contractor is required to carry liability insurance and contractor expressly agrees to indemnify and hold harmless the Terre Haute Sanitary District against all loss or losses for property damage or personal injury to contractor, contractor's servants, employees, agents or subcontractors, or to any third parties resulting from the performance of contractor's work for the Terre Haute Sanitary District due to the malfeasance or nonfeasance of contractor or contractor's servants, employees, agents and/or subcontractors.

The contractor must comply with the prevailing wage scale requirements of State law. A schedule of wages to be paid to laborers, workmen, operators, and mechanics must be filed with the Board of Sanitary Commissioners.

Contractor agrees that in the hiring, firing, promotion and term of employment for employees for the performance of work under this contract or any subcontract hereunder,

no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, religion, color, sex, national origin, ancestry, or handicap discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

Bids will be awarded to the lowest responsive and responsible bidder as determined by the Terre Haute Board of Sanitary Commissioners. The example work order on sheet 4 is not indicative of the total contract amount, but will be the basis for which the contract is awarded. The Board of Sanitary Commissioners reserves the right to reject any or all bids, and to purchase none or any amount of specified items based on the needs of the City.

2017 BID QUANTITY SUMMARY
UNIT PRICES

	<u>RATE</u>		<u>QTY</u>	<u>TOTAL</u>
Tractor with mower	_____	X	200(hrs)	_____
Boom mower	_____	X	100(hrs)	_____
Track Driven Excavator	_____	X	100(hrs)	_____
Tri-Axle Truck	_____	X	100(hrs)	_____
Foreman/Operator	_____	X	240(hrs)	_____
Laborer	_____	X	250(hrs)	_____
Chipper	_____	X	90(hrs)	_____
Weed Eater	_____	X	420(hrs)	_____
Chain Saw	_____	X	100(hrs)	_____
Materials @ specified % (example: 0% mark-up is 1.00 X \$5,000= \$5,000) (example 10% mark-up is 1.10 X \$5,000= \$5,500)	_____	X	5,000(\$)	_____
Total Bid:				_____