

BOARD OF SANITARY COMMISSIONERS REGULAR MEETING 10:00 a.m. April 4, 2017 Third Floor City Hall

AGENDA

CHYOF
TERRIZ KIAUITE
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.lN.gov

- 1. Call to Order
- 2. Roll Call
- 3. Public Comments
- 4. Approve Minutes
- 5. Approve Claims
- 6. Request for Appeal 2352 North 26th Street
- 7. Final Retainage Release and Final Acceptance for the High Rate Treatment Facility Project
- 8. Final Retainage Release and Final Acceptance for the Idaho Street Floatables Control Structure Project
- 9. Sludge Hauling Standard Agreement
- 10. Adjournment



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Minutes of a Regular Meeting of the Board of Sanitary Commissioners Terre Haute, IN March 21, 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 21st day of March 2017, at 10:00 a.m. Those present were Chuck Ennis, Tim Adams, and Jim Winning for the Board of Sanitary Commissioners. Jared Modesitt was also present. Brad Bush and Larry Auler were not present.

The meeting was called to order by Vice President Tim Adams. There were no public comments.

APPROVE MINUTES

The minutes from the March 7, 2017 meeting were presented to the Board.

On motion of Chuck Ennis, seconded by Jim Winning, and unanimously approved, it was resolved that the minutes from the March 7, 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 Jim Winning, seconded by Chuck Ennis, and unanimously approved that claims be approved as presented.

OTHER

-HWC Contract Chuck presented the Board with a contract for HWC for phosphorous removal. Terry Modesitt had reviewed this contract and suggested changes. HWC made the requested changed and Mr. Modesitt approved the revision.

It was moved by Charles Ennis, and unanimously approved that the contract with HWC be approved.

ADJOURNMENT

The next regular meeting of the Sanitary Board will be held on April 4, 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, 201	PPROVED on the		, 2017
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Brad Bush, President

Jim Adams, Vice President

Jim Winning, Secretary

Larry Auler, Member

Chuck Ennis, Member

Wastewater	Utility	Claims
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April 4,2017

Personnel Services			
414.010	Laundry & Uniforms		
	Aramark	Laundry & Uniforms	\$603.61
(Aramark	Laundry & Uniforms	\$2,719.15
414.020	Protective Clothing		
	Boot City	Safety Boots- Doug F.	\$124.99
Supplies			
421.010	Office Supplies		
	Print It Plus	Time Cards	\$44.73
	Staples	Sharpies, Pencil Cup, Pushpins, Etc.	\$71.27
Operating Supplies			
422.005	Operational Supplies		
	Batteries Plus Bulbs	Batteries	\$399.00
	Boot City	Jeans- John P.	\$150.00
	Complete Outdoor Equipment Company	Trimmer Line	\$71.90
	E-Z Clean Corporation	Toilet Bowl Cleaner	\$58.30
	Fastenal	Sandpaper	\$6.33
	Jones & Sons	Fibers, Hot Water	\$75.50
	Jones & Sons	Fibers, Hot Water	\$64.50
	Kirby Risk	Lightbulbs	\$66.90
	Lawson Products	Brake Klean, Marking Pens, Etc.	\$247.10
	Menards	Utility Mats, Silicone, Etc.	\$252.10
	N.E.W. Interstate Concrete, Inc.	Hot Water	\$6.25
(Quality Automotive Dist. Corp.	Surface Cleaner	\$28.09
•	Quality Automotive Dist. Corp. Staples	Shop Polish Rags, Touch Up Paint Shipping Containers	\$36.91 \$79.28
	Wabash Valley Goodwill Industries, Inc.	Wiping Rags	\$51.67
422.010	Gas		
	Automated Fuels	Gas	\$2,248.68
422.020	Diesel		
	Automated Fuels	Diesel Fuel	\$2,762.32

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Rep./Maint. Supplies **423.015**

Telephone Frontier, Inc.

433.010

423.015	Maint./Rep		
	Auto Zone, Inc.	Water Pump	\$85.09
	Bane-Welker Equipment, LLC	Tire for the Kubota	\$174.92
(Best Equipment Co. Inc.	Grease Wheels, Lock Washers	\$1,444.00
,	Fuson Buick & Cadillac, Inc.	Pump	\$616.56
	Fuson Buick & Cadillac, Inc.	Hose	\$182.11
	Ice Qube, Inc.	Blower Motor, Capacitor	\$182.11
	Illiana Truck Parts	Hood Straps	\$50.00
	Industrial Supply Company	Wye Strainers, PVC Caps, Etc.	\$235.68
	Jack Doheny	Control Valve	\$47.50
	Jones & Sons	Concrete, Flowable Fill, Etc.	\$1,360.25
	Jones & Sons	Concrete, Flowable Fill, Etc.	\$1,089.77
	Keystone Automotive Industries, Inc.	Tail Light Lens, Bumper Part	\$107.87
	Lawson Products	Washers, Linch Pins, Fittings, Etc.	\$376.79
	MacAllister Machinery Co. Inc.	Couplings, Seals, Etc.	\$243.52
	McCord Tire & Auto Service	Alignment on a Parks Dept. Vehicle	\$62.54
	Menards	Lumber	\$15.76
	Midwest Industrial Equipment & Repair N.E.W. Interstate Concrete, Inc.	Belts Concrete	\$318.44
	O'Reilly Auto Parts, Inc.	Gasket, Window Film	\$275.00 \$14.69
	Quality Automotive Dist. Corp.	Rotor, Gasket, Etc.	\$639.70
	Quality Automotive Dist. Corp.	Connector, Hoses, Etc.	\$992.07
	Quality Automotive Dist. Corp.	Switch, Fuel Pump, Etc.	\$531.38
	Quality Automotive Dist. Corp.	Sensors, Valve, Oil Filters, Etc.	\$480.05
	Southwest Auto Company	Tailgate Handle	\$25.00
	Teledyne Instruments, Inc.	Pump Tubing	\$340.00
	Town & Country Ford	Door Stops, Wire Assembly, Etc.	\$155.47
1	Town & Country Ford	Name Plate	\$20.90
(TruckPro, LLC	Lights	\$24.57
	United Refrigeration Inc.	Filters	\$122.16
	Valley Electric Supply Corp. Vigo Dodge, Inc.	Fuses Filter, AC Handle	\$7.00 \$89.50
	Visa	Bane-Welker Equipment / Clutch, Washer,	
		Course vice in a regardination of Chargon) of Games),	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Other Supplies			
422.160	Lab Supplies		
	N.C. Labs	BOD Standard, Glass Fiber Filters, Etc.	\$364.00
	USABluebook, Inc.	Buffer Solution	\$115.90
Professional Service:			
432.010	Services Contractual		
	American Water Capital Corp.	Municipality Shut Offs	\$4,875.00
	Controlworx LLC.	Engineering Services	\$29,638.64
	Heritage-Crystal Clean, LLC	Used Oil Pick-Up Fee	\$65.00
	Terminix	Pest Control	\$93.00
	Visa	Microsoft Office / (NBMV - Trailer Title	\$25,69
432.071	Lab Tasting		
452.071	Lab Testing Pace Analytical	Lab Tacting	ČEE4 OO
	race Allalytical	Lab Testing	\$554.00
347.090	User Fees		
547.050	Jake Weber	Sewer Bill Refund	¢1 204 E7
	Terrance A. Sullivan	Sewer Bill Refund	\$1,394.57 \$201.39
Ļ	Union Hospital, Inc.	Sewer Bill Refund	\$201.39 \$158.83
	2	STATE DITTIONING	\$10.00
Comm./Transportati	on Tolonhone		

Telephone Utility

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433.020	Postage UPS	Postage	\$11.63
433.040	Freight Best Equipment Co. Inc. Ace Quibe, Inc.	Freight Freight	\$12.35 \$14.50
	Industrial Supply Company Jack Doheny Lawson Products Midwest Industrial Equipment & Repair Myers Tire Supply	Freight Freight Freight Freight Freight	\$9.91 \$12.30 \$86.93 \$26.76 \$8.13
	N.C. Labs Teledyne Instruments, Inc. TruckPro, LLC USABluebook, Inc.	Freight Freight Freight Freight	\$29.57 \$22.00 \$13.36 \$17.18
Utility Services			
436.010	Electric Utility Duke Energy Duke Energy	Electric Utility Electric Utility	\$150.54 \$59,591.16
436.020	Gas Utility Vectren	Gas Utility Gas Utility	\$50,22 \$8,702,86
425.000	Vectren	Gas Utility	\$186.24
436.030	Water Utility IN American Water IN American Water	Water Utility Water Utility	\$173.23 \$173.23
	IN American Water IN American Water IN American Water IN American Water IN American Water	Water Utility	\$220,19 \$117,74 \$175,67 \$909,90 \$36,95
Rep./Maint			
437.030	Vehicle Rep./Maint. Kustom Concepts & Collision, Inc.	Repaired a Bumper & Hood	\$950.28
438.010	Rental of Equipment MacAllister Rental One Source Equipment Rentals	Rented a Trash Pump Rented a Scissor Lift	\$811.00 \$396.75
Machinery & Equipm	nent		
444.010	Equipment Purchase Christopher A. Poe Complete Outdoor Equipment Company E-Z Clean Corporation Grizzly, Inc. Industrial Supply Company Jones & Sons Kirby Risk Lawson Products Matco	Power Tool Bit Set, Etc. Leaf Blower Micro Scrub Pad Holder, Mops Saw Kit, Hammer Drills, Etc. Vise Utility Bench & Hammer Sledge Kit Concrete Risers, Concrete Barrel, Etc. Canvas Buckets Cut-Off Wheels, Flap Disc, Etc. Tools	\$260.92 \$215.00 \$28.22 \$1,951.98 \$144.28 \$573.60 \$479.50 \$394.20 \$288.75
	Menards Menke's Trailer Sales Myers Tire Supply, Co O'Reilly Auto Parts, Inc. Quality Automotive Dist.Corp.	Toolbox, Saw Blades, Ladders, Etc. New Trailer Tire Changer Chucks, Bead Lift, Etc. Film Application Tool Funnel	\$1,343.41 \$2,229.00 \$237.67 \$4.99 \$22.23

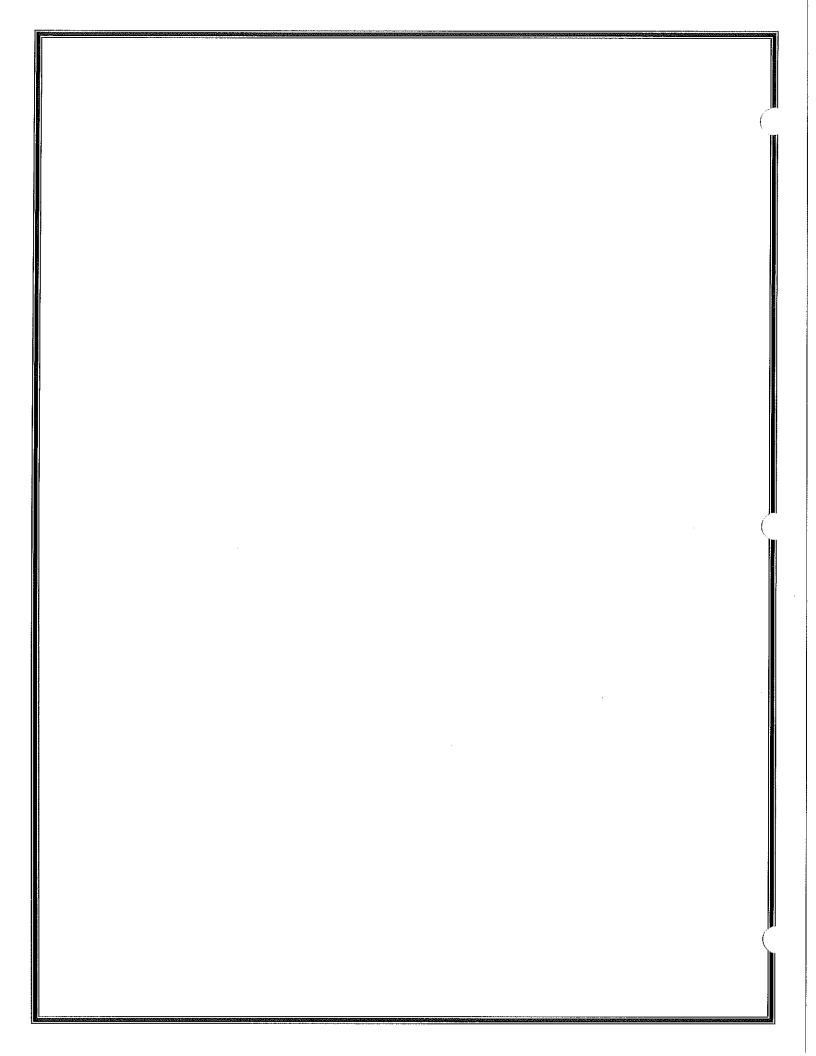
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3/23/2017 Check Run \$65,299.93 3/30/2017 Check Run \$11,807.46 4/04/2017 Check Run \$63,177.55

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SRF INTEREST FUND

CSO/LTCP P23



Bolen, Jennifer

From: trubble@ma.rr.com

Sent: Thursday, March 23, 2017 10:29 PM

To: Speidel, Brad

Cc: Bolen, Jennifer; Sewage Billing

Subject: Re: Official Ruling- Appeal Process RE: Sewer Leak Mr. Rukes Acct 3100165794

To whom it may concern,

My name is Mickey Rukes and I reside at 2352 North 26th Street, Terre Haute, IN 47804. On approximately December 9, 2016, an Indiana American Water employee knocked on my door and alerted me that the current water meter reading indicated something out of the ordinary and noticed my water usage was considerably higher than normal. It was promptly determined I had incurred a broken service line resulting in a water leak during the past/current billing period, somewhere between the water meter and where the water line connects to my home in the basement. I subsequently contacted B & S Plumbing & Heating, Inc, resulting in them boring a new water line from the water meter to my basement where the water line ties into my home on December 22, 2016, in order to prevent any continuing/recurring high bills. This unexpected service cost me \$1,390. Once I informed Indiana American Water that the broken service line between the water meter to my basement had been repaired, they subsequently provided me with a customer leak adjustment. Unfortunately, I am still in the process of having Indiana American Water conduct another review of my January 18, 2017 water bill (billing date), and requesting an additional customer leak adjustment since I believe the reading for that billing period of 12/10/16 - 1/11/17 with a total water usage utilized during that billing period is inaccurate.

I also contacted the Sewage Department shortly after discovering I had a water leak. I was informed to cancel my automatic payments until the water leak issue was resolved and then inform the Sewage Department once the repairs were completed so they could also provide their leakage adjustment. I have since been in contact with Brad Speidel, Sewage Billing Specialist. Mr. Speidel provided me with the email below explaining the 148 CCF of water usage between 11/9/16 - 12/9/16 was reduce to 3 CCF of usage and subsequently credited by the sewage department. However, Mr. Speidel stated he is unable to provide any credit (relief) for the 32 CCF reportedly used between 12/9/16 - 1/11/17 since the leak spanned two billing periods.

Based upon Mr. Speidel's ruling, I want this email to be considered as my written documentation to request a review of Mr. Speidel's decision and formally appeal to the Sanitary Commission that the 32 CCF reportedly used between 12/9/16 - 1/11/17 be reduced to the 3 CCF usage which is in the range of my normal usage (between 1 - 4 CCF on any given month) as well as any late fees, penalties, finance charges incurred during this leakage period. I am 76 years old and on a fixed income and this additional charge for 32 units and associated fees will cause undue hardship for me. I quickly addressed the problem of getting my water line repaired as soon as possible once I was made aware of the leak. Additionally, I do not believe the 32 CCF is accurate since I turned the water off at the water meter and only turned it back on 4 or 5 times for no more than 10 minutes each time, in order to fill up (3) five gallon buckets of water and then immediately turned the water back off at the meter. Also, any water that was leaked during the water line break never even made it to the sewage lines and certainly went right into the ground and it does not seem fair that I would have to pay for any additional sewage charges during this leak period.

I hope the documentation in this email as well as copies of my water bills, sewage bills and charges for repairing my water line (which I can provided upon request) will serve as to why the Sanitary Commission should review and hear my request.

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I look forward to hearing back from you as soon as possible as well as explain my situation in person. Please feel free to contact me at 812-234-0072 if you have any questions. Respectfully, Mickey Rukes 2352 North 26th Street Terre Haute, IN 47804 ---- "Speidel wrote: > Mr. Rukes, > I want to confirm our conversation this afternoon about the application of your leak adjustments as well as your right to appeal to the Sanitary Commission. > > Your 11/9/16 to 12/9/16 water reading was for 148 CCF (100 Cubic Foot) of water usage and was billed on your Jan. 24, 2017 City of Terre Haute Sewer Bill. > I have reviewed the leak adjustments and have found that they are accurately calculated and applied to your account. Your 148 CCF bill was reduced to three (3) CCF of usage. Your Feb. 21, 2017 bill details the leak adjustments and is located in the PREVIOUS BALANCE section of the bill. > > > * IAW adjusted 73 CCF from your bill or \$626.34 (73x\$8.58= \$626.34) City adjusted 72 CCF from your bill or \$617.76 (72x\$8.58-\$617.76) > The CURRENT WASTEWATER CHARGES section of your Feb. 21, 2017 however, shows the water usage from 12/9/16 to Jan. 11, 2017 shows the consumption of 32 CCF of water. > Unfortunately, your leak spanned two (2) separate billing periods. City Code Section 9-112 details how leak adjustments are requested, calculated and posted to customer accounts. > Section 9-112 Item 7 "only the highest single month of usage charge during the excess water usage shall be considered for adjustment" > This is my Official Ruling. You can appeal this ruling to the Board of Sanitary Commissioners. > APPEAL PROCESS: The Board of Sanitary Commissioners has provided a method and procedure for filing an appeal of this ruling. Here are the important parts and timeframes. The account holder may request a review of the decision of the Sewage Billing > 1. Specialist and needs to be submitted in writing and within 30 days of my ruling (2/24/17) > > 2. Written documentation must clearly state the facts surrounding the disputed charges,

> 3. Documentation shall clearly state why the board should review the request,

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> 4. And provide any and all documentation the account holder has to support their request.

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> Once this is submitted the Board will review the information and decide if they will review
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 etc.
> I would recommend that you simply respond to everyone I have copied on THIS EMAIL and focus
your attention on item number 2 and item number 3.
>
> IMPROTANT Information:
>
> *
          Jennifer Bolen.
Jennifer.bolen@terrehaute.in.gov<mailto: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 boards
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.
> Sincerely,
> Brad Speidel
> Sewage Billing Specialist
> 812-244-2316
>
> From: Speidel,Brad
> Sent: Monday, January 30, 2017 12:35 PM
> To: 'trubble@ma.rr.com'
> Cc: Sewage Billing
> Subject: Sewer Leak Mr. Rukes Acct 3100165794
>
> Mr. Rukes,
> I want to follow up with you about our conversation today regarding your leak.
> We want to make sure that all credits and adjustments are posted to your account. As
discussed we need to have the American Water adjustment posted to your account and then the
City of Terre Haute will post our additional leak adjustment and credit the delinquent fees
etc.
> Finally, as we spoke it would be a good idea to pay your "normal amount" on your bill for
your sewer fees and solid waste fee (trash fee).
> Thank you for your patience as we work through this process.
> Sincerely,
>
> Brad Speidel
> Sewage Billing Specialist
>
>
>
> 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
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are not the intended recipient, you may NOT use, disclose, copy or disseminate this

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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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> This email has been scanned for email related
> threats and delivered safely by Mimecast.
<pre>> For more information please visit http://www.mimecast.com</pre>
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March 28, 2017

CITY OF TERRE HAUTE

DEPARTMENT OF ENGINEERING

City Hall

17 Harding Avenue, Room 200 Terre Haute, IN 47807

Phone: 812.244.4903 Fax: 812.234.3973

www.terrehaute.IN.gov

DUKE A. BENNETT

CHARLES W. ENNIS, P.E., S.E.

City Engineer

engineering@terrehaute.in.gov

To: Board of Sanitary Commissioners

Brad Bush, President

Tim Adams, Vice President

Jim Winning, Secretary

Chuck Ennis, Member

Larry Auler, Member

From: Bradley D. Utz

Director of Inspection

Department of Engineering

Re: Final Retainage Release and Final Acceptance for the Idaho St Floatables

Control Structure Project

Gentlemen,

As of March 27, 2017 all of the punch list items have been completed on this project and all documentation and lien waiver requirements have been met. Thieneman Construction has requested that the Board of Sanitary Commissioners accept the project and release the remaining funds from the retainage escrow account. All of the items have been verified as complete by the project inspector and this office recommends approval of Thieneman Construction's request.

Sincerely,

Bradley D. Utz

Director of Inspection

Department of Engineering

Cc: File



March 28, 2017

CITY OF TERRE HAUTE

DEPARTMENT OF ENGINEERING

City Hall

17 Harding Avenue, Room 200 Terre Haute, IN 47807

Phone: 812.244.4903 Fax: 812.234.3973 www.terrehaute.IN.gov

DUKE A. BENNETT

CHARLES W. ENNIS, P.E., S.E.

City Engineer

engineering@terrehaute.in.gov

To: Board of Sanitary Commissioners

Brad Bush, President

Tim Adams, Vice President

Jim Winning, Secretary

Chuck Ennis, Member

Larry Auler, Member

From: Bradley D. Utz

Director of Inspection

Department of Engineering

Re: Final Retainage Release and Final Acceptance for the High Rate

Treatment Facility Project

Gentlemen,

As of March 20, 2017 all of the punch list items have been completed on this project and all documentation and lien waiver requirements have been met. Thieneman Construction has requested that the Board of Sanitary Commissioners accept the project and release the remaining funds from the retainage escrow account. All of the items have been verified as complete by the project inspector and this office recommends approval of Thieneman Construction's request.

Sincerely,

Bradley D. Utz

Director of Inspection

Department of Engineering

Cc:

File

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

CS50874.L02 Page 1

Jn 1	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN.	AMERICAN WATER CAPITAL CORP. A0620-0000-00-202,010	209281	15					4,875.00CR
EN	AMERICAN WATER CAPITAL CORP. A0620-0061-03-432.010	209281	15					4,875.00
EN	ARAMARK UNIFORM SERVICES, INC. A0620-0000-00-202.010	209282	10208					603.61CR
EN	ARAMARK UNIFORM SERVICES, INC. A0620-0061-01-414.010	209282	10208					603.61
EN	ARAMARK UNIFORM SERVICES, INC. A0620-0000-00-202.010	209283	10208					2,719.15CR
EN	ARAMARK UNIFORM SERVICES, INC. A0620-0061-01-414.010	209283	10208					2,719.15
EN	AUTO ZONE, INC. A0620-0000-00-202.010	209284	10258		-			85.09CR
EN	AUTO ZONE, INC. A0620-0061-02-423.015	209284	10258					85.09
EN	BANE-WELKER EQUIPMENT, LLC A0620-0000-00-202.010	209285	4554					174.92CR
EN	BANE-WELKER EQUIPMENT, LLC A0620-0061-02-423.015	209285	4554					174.92
EN	BATTERIES PLUS BULBS A0620-0000-00-202.010	209286	10311					399.00CR
EN	BATTERIES PLUS BULBS A0620-0061-02-422.005	209286	10311					399.00
EN	BEST EQUIPMENT CO., INC. A0620-0000-00-202.010	209287	10344					1,456.35CR 1,444.00
EN	BEST EQUIPMENT CO., INC. A0620-0061-02-423.015	209287	10344					12.35
EN	BEST EQUIPMENT CO., INC. A0620-0061-03-433.040	209287	10344 10396					274,99CR
EN	BOOT CITY A0620-0000-00-202.010	209288	10396					124.99
EN En	BOOT CITY A0620-0061-01-414.020 BOOT CITY	209288	10396					150.00
EN	A0620-0061-02-422.005 CHRISTOPHER A. POE	209289	12901					260.92CR
EN	A0620-0000-00-202.010 CHRISTOPHER A. POE	209289	12901					260.92
EN	A0620-0061-04-444.010 COMPLETE OUTDOOR EQUIP. CO., I	209290	10625					286.90CR
EN	A0620-0000-00-202.010 COMPLETE OUTDOOR EQUIP. CO., I	209290	10625					71,90
EN	A0620-0061-02-422.005 COMPLETE OUTDOOR EQUIP. CO., I	209290	10625					215.00
EN	A0620-0061-04-444.010 CONTROLWORX LLC.	209291	5001					29,638.64CR
EN	A0620-0000-00-202.010 CONTROLWORX LLC.	209291	5001					29,638.64
ĖN	A0620-0061-03-432.010 E Z CLEAN, CORP.	209292	10920					86.52CR
EN	A0620-0000-00-202.010 E Z CLEAN, CORP. A0620-0061-02-422.005	209292	10920		11/20	• • •		58.30
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Bus date: 03/30/2017

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JONES & SONS. INC.

JONES & SONS, INC. A0620-0061-02-422.005

A0620-0000-00-202.010

209303

209303

11598

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CS50874.L02 Page 2

1,727.87CR

64.50

Rate / Resrce Jnl Description / Addnl data items Ref 1 Ref 2 Units Amount / Rate Posted amount Ref 3 209292 28,22 EΝ E Z CLEÁN, CORP. 10920 A0620-0061-04-444.010 6.33CR EN FASTENAL COMPANY, INC. 209293 10934 A0620-0000-00-202.010 FASTENAL COMPANY, INC. 6.33 EN 209293 10934 A0620-0061-02-422.005 ΕN FUSON BUICK & CADILLAC, INC. 209294 11047 616,56CR A0620-0000-00-202.010 ΕN FUSON BUICK & CADILLAC, INC. 209294 11047 616.56 A0620-0061-02-423.015 FUSON BUICK & CADILLAC, INC. 209295 11047 182.11CR ΕN A0620-0000-00-202.010 ΕN FUSON BUICK & CADILLAC, INC. 209295 11047 182.11 A0620-0061-02-423.015 EN GRIZZLY, INC 209296 18 1,951.98CR A0620-0000-00-202.010 EN GRIZZLY, INC 209296 18 1,951.98 A0620-0061-04-444.010 65.00CR ΕN HERITAGE CRYSTAL CLEAN, LLC 209297 1268 A0620-0000-00-202.010 65.00 EN HERITAGE CRYSTAL CLEAN, LLC 209297 1268 A0620-0061-03-432.010 50.00CR EN ILLIANA TRUCK PARTS, INC 209298 11317 A0620-0000-00-202.010 ΕN ILLIANA TRUCK PARTS, INC 209298 11317 50.00 A0620-0061-02-423.015 INDUSTRIAL SUPPLY COMPANY 11534 389.87CR ΕN 209299 A0620-0000-00-202.010 235.68 INDUSTRIAL SUPPLY COMPANY 209299 11534 A0620-0061-02-423.015 9.91 EN INDUSTRIAL SUPPLY COMPANY 209299 11534 A0620-0061-03-433.040 11534 144.28 ĒΝ INDUSTRIAL SUPPLY COMPANY 209299 A0620-0061-04-444.010 EN JACK DOHENY SUPPLIES, INC. 209300 2375 59,80CR A0620-0000-00-202.010 JACK DOHENY SUPPLIES, INC. 47.50 EN 209300 2375 A0620-0061-02-423.015 JACK DOHENY SUPPLIES, INC. 209300 2375 12.30 ΕN A0620-0061-03-433.040 ΕN JAKE WEBER 209301 5614 1,394.57CR A0620-0000-00-202.010 EN 209301 5614 1,394.57 JAKE WEBER A0620-0061-00-347.090 EN JONES & SONS, INC. 209302 11598 1,435.75CR A0620-0000-00-202.010 JONES & SONS, INC. 75.50 ΕN 209302 11598 A0620-0061-02-422.005 JONES & SONS, INC. EN 209302 11598 1,360.25 A0620-0061-02-423.015

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Bus date: 03/30/2017

CS50874.L02 Page 3

Units Amount / Rate Posted amount Jnl Description / Addnl data items Ref 1 Ref 2 Ref 3 Rate / Resrce 1,089.77 EN JONES & SONS, INC. 209303 11598 A0620-0061-02-423.015 EN JONES & SONS, INC. 209303 11598 573.60 A0620-0061-04-444.010 EN KEYSTONE AUTOMOTIVE INDUSTRIES 209304 4449 107.87CR A0620-0000-00-202.010 107.87 ΕN KEYSTONE AUTOMOTIVE INDUSTRIES 209304 4449 A0620-0061-02-423.015 KIRBY RISK SUPPLY, INC. 546.40CR ΕN 209305 11645 A0620-0000-00-202.010 66.90 EN KIRBY RISK SUPPLY, INC. 209305 11645 A0620-0061-02-422,005 KIRBY RISK SUPPLY, INC. 479.50 EN 209305 11645 A0620-0061-04-444.010 EN KUSTOM CONCEPTS & COLLISION, I 209306 10373 950.28CR A0620-0000-00-202,010 950.28 10373 EN KUSTOM CONCEPTS & COLLISION, I 209306 A0620-0061-03-437.030 LAWSON PRODUCTS, INC. 209307 11703 1,105.02CR EN A0620-0000-00-202,010 EN LAWSON PRODUCTS, INC. 209307 11703 247.10 A0620-0061-02-422.005 11703 EN LAWSON PRODUCTS, INC. 209307 376.79 A0620-0061-02-423.015 EN LAWSON PRODUCTS, INC. 209307 11703 86,93 A0620-0061-03-433.040 EN LAWSON PRODUCTS, INC. 209307 11703 394.20 A0620-0061-04-444.010 1,054.52CR MACALLISTER MACHINERY CO., INC 209308 11751 ΕN A0620-0000-00-202.010 MACALLISTER MACHINERY CO., INC 209308 11751 243.52 EN A0620-0061-02-423.015 ENMACALLISTER MACHINERY CO.. INC 209308 11751 811.00 A0620-0061-03-438,010 288.75CR EN MATCO TOOLS 209309 11788 A0620-0000-00-202.010 288.75 EN MATCO TOOLS 209309 11788 A0620-0061-04-444.010 McCORD TIRE SERVICE, INC. 209310 11802 62.54CR EΝ A0620-0000-00-202.010 ΕN McCORD TIRE SERVICE, INC. 209310 11802 62.54 A0620-0061-02-423.015 1,611.27CR EN MENARDS, INC. 209311 11829 A0620-0000-00-202.010 ΕN MENARDS, INC. 209311 11829 252.10 A0620-0061-02-422.005 209311 11829 15.76 EN MENARDS, INC. A0620-0061-02-423.015 EN MENARDS, INC. 209311 11829 1,343.41 A0620-0061-04-444.010 EN MENKE'S TRAILER SALES 209312 11830 2,229.00CR A0620-0000-00-202.010 209312 11830 2,229.00 EN MENKE'S TRAILER SALES A0620-0061-04-444.010

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Units Amount / Rate Posted amount

Bus date: 03/30/2017

Jnl Description / Addnl data items Ref 1 Ref 2 Ref 3 Rate / Resrce 12270 345.20CR EN MIDWEST INDIANA EQUIPMENT & RE 209313 A0620-0000-00-202.010 MIDWEST INDIANA EQUIPMENT & RE 209313 12270 318.44 ΕN A0620-0061-02-423.015 EN MIDWEST INDIANA EQUIPMENT & RE 209313 12270 26.76 A0620-0061-03-433.040 245.80CR MYERS TIRE SUPPLY CO. 209314 1556 EN A0620-0000-00-202.010 8.13 MYERS TIRE SUPPLY CO. 209314 1556 EN A0620-0061-03-433.040 MYERS TIRE SUPPLY CO. 209314 1556 237.67 ΕN A0620-0061-04-444.010 281.25CR EN N.E.W. INTERSTATE CONCRETE, IN 209315 12047 A0620-0000-00-202.010 6.25 EN N.E.W. INTERSTATE CONCRETE, IN 209315 12047 A0620-0061-02-422.005 N.E.W. INTERSTATE CONCRETE, IN 209315 12047 275.00 EN A0620-0061-02-423.015 209316 12034 393.57CR ΕN N.C.L. OF WISCONSIN, INC. A0620-0000-00-202.010 364.00 EN N.C.L. OF WISCONSIN, INC. 209316 12034 A0620-0061-02-422.160 29.57 N.C.L. OF WISCONSIN, INC. 209316 12034 EN A0620-0061-03-433.040 396.75CR ONE SOURCE EQUIPMENT RENTALS, 209317 2523 ΕN A0620-0000-00-202.010 209317 2523 396.75 EN ONE SOURCE EQUIPMENT RENTALS, A0620-0061-03-438.010 O'REILLY AUTO PARTS, INC. 209318 2737 19.68CR EN A0620-0000-00-202.010 ΕN O'REILLY AUTO PARTS. INC. 209318 2737 14.69 A0620-0061-02-423.015 4.99 2737 ΕN O'REILLY AUTO PARTS, INC. 209318 A0620-0061-04-444.010 PACE ANALYTICAL SERVICES, INC. 209319 4537 554.00CR EN A0620-0000-00-202.010 PACE ANALYTICAL SERVICES. INC. 209319 4537 554.00 ΕN A0620-0061-03-432.071 44.73CR EΝ PRINT IT PLUS, INC. 209320 12309 A0620-0000-00-202.010 PRINT IT PLUS, INC. 12309 44.73 EN 209320 A0620-0061-02-421.010 QUALITY AUTOMOTIVE DIST. CORP. 12355 690.02CR EN 209321 A0620-0000-00-202.010 28.09 QUALITY AUTOMOTIVE DIST. CORP. 12355 EN 209321 A0620-0061-02-422.005 ΕN QUALITY AUTOMOTIVE DIST. CORP. 209321 12355 639,70 A0620-0061-02-423.015 22,23 QUALITY AUTOMOTIVE DIST. CORP. 209321 12355 EΝ A0620-0061-04-444.010 992.07CR 12355 EN QUALITY AUTOMOTIVE DIST. CORP. 209322 A0620-0000-00-202.010 ΕN QUALITY AUTOMOTIVE DIST. CORP. 209322 12355 992.07 A0620-0061-02-423.015

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UNITED REFRIGERATION, INC.

A0620-0061-02-423.015

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Jnl Description / Addnl data items Ref 1 Ref 2

City of Terre Haute
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Ref 3

Rate / Resrce

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Units Amount / Rate Posted amount

VIII	Description / Addit data items	Kei i	Nei Z	Kei 3 Kate / Kesice	Offics Amount / Race	rosted amount
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	209323	12355			531.38CR
EN	QUALITY AUTOMOTIVE DIST, CORP. A0620-0061-02-423.015	209323	12355			531.38
EN	QUALITY AUTOMOTIVE DIST, CORP. A0620-0000-00-202.010	209324	12355			516.96CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-422.005	209324	12355			36.91
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	209324	12355			480.05
EN	SOUTHWEST AUTO COMPANY, INC. A0620-0000-00-202.010	209325	12944			25.00CF
EN	SOUTHWEST AUTO COMPANY, INC. A0620-0061-02-423.015	209325	12944			25.00
EN	TELEDYNE INSTRUMENTS, INC. A0620-0000-00-202.010	209326	1598			362,00CR
EN	TELEDYNE INSTRUMENTS, INC. A0620-0061-02-423.015	209326	1598			340.00
EN	TELEDYNE INSTRUMENTS, INC. A0620-0061-03-433.040	209326	1598	V		22.00
EN	TERMINIX INTERNATIONAL, INC. A0620-0000-00-202.010	209327	12388			93.00CF
EN	TERMINIX INTERNATIONAL, INC. A0620-0061-03-432.010	209327	12388			93.00
EN	TERRANCE A. SULLIVAN A0620-0000-00-202.010	209328	5612			201.39CF
EN	TERRANCE A. SULLIVAN A0620-0061-00-347.090	209328	5612			201.39
EN	TOWN & COUNTRY FORD A0620-0000-00-202.010	209329	12748			155.47CF
EN	TOWN & COUNTRY FORD A0620-0061-02-423.015	209329	12748			155.47
EN	TOWN & COUNTRY FORD A0620-0000-00-202.010	209330	12748			20.900
EN	TOWN & COUNTRY FORD A0620-0061-02-423.015	209330	12748			20.90
EN	TRUCKPRO HOLDING CORPORATION A0620-0000-00-202.010	209331	5433			37.93CF
EN	TRUCKPRO HOLDING CORPORATION A0620-0061-02-423.015	209331	5433			24.57
EN	TRUCKPRO HOLDING CORPORATION A0620-0061-03-433.040	209331	5433			13.36
EN	UNION HOSPITAL, INC. A0620-0000-00-202.010	209332	13610			158,83CF
EN	UNION HOSPITAL, INC. A0620-0061-00-347.090	209332	13610			158,83
EN	UNITED PARCEL SVC A0620-0000-00-202.010	209333	249			11,630
EN	UNITED PARCEL SVC A0620-0061-03-433.020	209333	249			11.63
N	UNITED REFRIGERATION, INC. A0620-0000-00-202.010	209334	12892			122.16CF
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Units Amount / Rate Posted amount Jnl Description / Addnl data items Ref 1 Ref 2 Ref 3 Rate / Resrce 133.08CR USABLUEBOOK, LTD EN 209335 3498 A0620-0000-00-202.010 115.90 EN USABLUEBOOK, LTD 209335 3498 A0620-0061-02-422.160 EN USABLUEBOOK, LTD 209335 3498 17.18 A0620-0061-03-433.040 7.00CR EN VALLEY ELECTRIC SUPPLY CORP. 209336 12987 A0620-0000-00-202.010 7.00 EN VALLEY ELECTRIC SUPPLY CORP. 209336 12987 A0620-0061-02-423.015 89.50CR EN VIGO DODGE, INC 209337 13123 A0620-0000-00-202.010 89.50 209337 13123 ΕN VIGO DODGE, INC A0620-0061-02-423.015 209338 EN WABASH VALLEY GOODWILL, INC. 13171 51.67CR A0620-0000-00-202.010 209338 51.67 ΕN WABASH VALLEY GOODWILL, INC. 13171

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City of Terre Haute

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* * * Journal entry trace * * * Bus date: 03/30/2017

Jnl Period Account Description Debit Credit Balance EΝ Encumbrance Journal 03 2017 A0620-0000-00-202.010 ACCOUNTS PAYABLE 63,177.55 03 2017 A0620-0061-00-347.090 USER FEES 1,754.79 03 2017 A0620-0061-01-414.010 LAUNDRY & UNIFORMS 3,322.76 03 2017 A0620-0061-01-414.020 PROTECTIVE CLOTHING 124.99 03 2017 A0620-0061-02-421.010 OFFICE SUPPLIES 44.73 03 2017 A0620-0061-02-422.005 OPERATING SUPPLIES 1,514.55 03 2017 A0620-0061-02-422.160 LAB SUPPLIES 479.90 03 2017 A0620-0061-02-423,015 REPAIR SUPPLIES 10,128.29 03 2017 A0620-0061-03-432.010 SERVICES CONTRACTUAL 34,671.64 03 2017 A0620-0061-03-432.071 LAB TESTING 554.00 03 2017 A0620-0061-03-433.020 POSTAGE 11.63 03 2017 A0620-0061-03-433.040 238.49 FREIGHT 03 2017 A0620-0061-03-437.030 VEHICLE REPAIR & MAINTENANCE 950,28 03 2017 A0620-0061-03-438.010 RENTAL OF EQUIPMENT 1,207.75 03 2017 A0620-0061-04-444.010 PURCHASE OF EQUIPMENT 8,173.75 Total for Financial System 63,177.55 .00 63,177.55

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Jnl	Description / Addn1 data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	FRONTIER, INC.	209267	- 3773					557.97CR
EN	A0620-0000-00-202.010 FRONTIER, INC.	209267	3773					557.97
EN	A0620-0061-03-433.010 ICE QUBE, INC.	209268	5613					409.50CR
EN	A0620-0000-00-202.010 ICE QUBE, INC.	209268	5613		V			398.00
EN	A0620-0061-02-423.015 ICE QUBE, INC.	209268	5613		Song			11.50
EN	A0620-0061-03-433.040 IN AMERICAN WATER COMPANY	209269	11331		V no d			220.19CR
EN	A0620-0000-00-202.010 IN AMERICAN WATER COMPANY	209269	11331		00~			220.19
EN	A0620-0061-03-436.030 IN AMERICAN WATER COMPANY	209270	11331		·			117.74CR
EN	A0620-0000-00-202,010 IN AMERICAN WATER COMPANY	209270	11331					117.74
	A0620-0061-03-436.030							
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	209271	11331					175.67CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	209271	11331					175.67
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	209272	11331					909.90CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	209272	11331					909.90
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	209273	11331					36.95CR
EN	IN AMERICAN WATER COMPANY	209273	11331		t			36.95
EN	VECTREN ENERGY DELIVERY	209274	40	•				8,702.86CR
EN	VECTREN ENERGY DELIVERY	209274	40					8,702.86
EN	VECTREN ENERGY DELIVERY	209275	40					186.24CR
EN	VECTREN ENERGY DELIVERY	209275	40					186.24
EN	VISA - FFB, N.A.	209276	829					490.44CR
EN	A0620-0000-00-202.010 VISA - FFB, N.A.	209276	829					464.75
EN	A0620-0061-02-423.015 VISA - FFB, N.A.	209276	829					25.69
EN EN EN EN EN EN EN	A0620-0000-00-202.010 IN AMERICAN WATER COMPANY A0620-0061-03-436.030 VECTREN ENERGY DELIVERY A0620-0000-00-202.010 VECTREN ENERGY DELIVERY A0620-0061-03-436.020 VECTREN ENERGY DELIVERY A0620-0000-00-202.010 VECTREN ENERGY DELIVERY A0620-0061-03-436.020 VISA - FFB, N.A. A0620-0000-00-202.010 VISA - FFB, N.A. A0620-0061-02-423.015	209273 209274 209274 209275 209275 209276 209276	11331 40 40 40 40 829 829					3 8.70 8.70 18 18 49

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City of Terre Haute

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CS50841.L02 Page 2

Jnl Period Account Description Debit Credit Balance ĒΝ Encumbrance Journal 03 2017 A0620-0000-00-202.010 ACCOUNTS PAYABLE 11,807.46 03 2017 A0620-0061-02-423.015 REPAIR SUPPLIES 862.75 03 2017 A0620-0061-03-432.010 SERVICES CONTRACTUAL 25.69 03 2017 A0620-0061-03-433.010 TELEPHONE 557.97 03 2017 A0620-0061-03-433.040 FRE IGHT 11.50 03 2017 A0620-0061-03-436.020 GAS UTILITY 8,889.10 03 2017 A0620-0061-03-436.030 WATER UTILITY 1,460.45 Total for Financial System 11,807.46 11,807.46 .00

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Units Amount / Rate Posted amount Jnl Description / Addnl data items Ref 2 Ref 3 Rate / Resrce Ref 1 5,011.00CR EΝ AUTOMATED FUELS, INC. 209185 10262 A0620-0000-00-202.010 2,248.68 AUTOMATED FUELS, INC. 209185 10262 EN A0620-0061-02-422.010 10262 2,762.32 AUTOMATED FUELS, INC. 209185 EN A0620-0061-02-422.020 150.54CR DUKE ENERGY 209186 10540 A0620-0000-00-202.010 150.54 209186 10540 ΕN DUKE ENERGY A0620-0061-03-436.010 59,591,16CR 209187 10540 EN DUKE ENERGY A0620-0000-00-202.010 59.591.16 DUKE ENERGY 209187 10540 A0620-0061-03-436.010 IN AMERICAN WATER COMPANY 209188 11331 173.23CR EN. A0620-0000-00-202.010 173.23 IN AMERICAN WATER COMPANY 209188 11331 EN A0620-0061-03-436.030 173.23CR ΕN IN AMERICAN WATER COMPANY 209189 11331 A0620-0000-00-202.010 173.23 EN IN AMERICAN WATER COMPANY 209189 11331 A0620-0061-03-436.030 150.55CR E₩ STAPLES CREDIT PLAN 209190 13045 A0620-0000-00-202.010 71.27 EN STAPLES CREDIT PLAN 209190 13045 A0620-0061-02-421.010 79.28 13045 EN STAPLES CREDIT PLAN 209190 A0620-0061-02-422.005 50.22CR VECTREN ENERGY DELIVERY 209191 40 A0620-0000-00-202.010 VECTREN ENERGY DELIVERY 50.22 EN209191 40 A0620-0061-03-436.020

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Jn1	Period	Account	Description	Debit	Credit	Balance
ΞN	Encumbr	ance Journal				
		A0620-0000-00-202.010	ACCOUNTS PAYABLE		65,299.93	
	03 2017	A0620-0061-02-421,010	OFFICE SUPPLIES	71,27	•	
	03 2017	A0620-0061-02-422.005	OPERATING SUPPLIES	79.28		
	03 2017	A0620-0061-02-422.010	GASOLINE	2,248.68		
	03 2017	A0620-0061-02-422.020	DIESEL FUEL	2,762.32		
	03 2017	A0620-0061-03-436.010	ELECTRIC UTILITY	59,741.70		
	03 2017	A0620-0061-03-436.020	GAS UTILITY	50,22		
	03 2017	A0620-0061-03-436.030	WATER UTILITY	346.46		
		Total for Financial System		65,299.93	65,299.93	.00

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INTER-LOCAL WASTE SUPPLY AGREEMENT

Inter-local Waste Supply Agreement between the City of Terre Haute, Indiana, by and through the City of Terre Haute Sanitary District, and the City of Attica

	This	Inter-local	Waste	Supply	Agree	ment (t	he "	'Agree	ment"),	effectiv	e as	of the
day of			، 4 ر	2016, is	entered	into, b	y an	d betw	een the	City of	Terre	Haute,
Indiana	ı, by a	and through	the City	of Terr	e Haute	Sanitai	ry Di	istrict ((the "Sai	nitary Di	strict'	'), with
offices	at 1'	7 Harding	Avenue,	, Terre	Haute,	Indiana	, an	d the	City of	Attica,	India	na (the
"City")	, with	offices at	Main Stı	eet, Atti	ica, Ind	iana, 47	918,	to wit	•			

Recitals:

WHEREAS, City wishes to enter into an agreement with Sanitary District to supply Waste Activated Sludge ("WAS") as produced from the City's sewage works treatment activities, to Sanitary District in the form of approximately two percent (2%) solids, plus or minus one percent (1%) as verified by City, and as further described below;

WHEREAS, City has agreed to supply to Sanitary District and Sanitary District has agreed to accept from City WAS on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the promises and mutual covenants and conditions contained herein, the receipt of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

ARTICLE 1 -DEFINITIONS-AND-INTERPRETATION

- 1.1 **<u>Definitions</u>**. In this Agreement, including the recitals, the following words and terms shall have the following meanings ascribed thereto:
- (a) "WAS" or "Waste Activated Sludge" means excess sludge commonly referred to as *surplus activated sludge*. WAS is removed from the treatment process to keep the ratio of biomass to food supplied in the wastewater in balance and is further treated prior to disposal.
- (b) "Bio-Solids" means waste bio-solids, as de-watered from Waste Activated Sludge, with a ratio of approximately twenty two percent (22%) dry solids, plus or minus a two percent (2%) variance, and approximately seventy- eight percent (78%) water, plus or minus a two percent 2% variance.
- (c) "Commencement Date" means the effective date of this Agreement as set forth above.
- (d) "Delivery Point" means 3200 S.R. 63 Prairieton Road, Terre Haute, IN, the specific designated place of delivery of the WAS at the Sanitary District's Wastewater Treatment Facility.

- (e) "Initial Period" means a period beginning on the Commencement Date and ending twenty (20) years after the Commencement Date.
- (f) "Transportation Cost" means costs for transportation from the City to the Delivery Point, or incurred in connection with maintaining a designated truck fleet, including without limitation, tank truck freight, demurrage, leasing costs, cleaning and repair, product inspection, together with insurance, storage, fuel surcharge, and all other costs and charges incurred in connection with such transportation.
 - (g) "Waste" means both WAS and Bio-Solids, either used separately, or together.
- 1.2. <u>Currency</u>. All references to "dollars" or "\$" in this Agreement shall be references to amounts expressed in United States currency. All calculations of monetary sums to be hereunder shall be made in United States currency.

ARTICLE II TERM

- 2.1. <u>Term.</u> Subject to the conditions hereof, this Agreement shall be effective for the Initial Period and with automatic renewal(s) thereafter for additional period(s) of three (3) years each (the "Additional Term(s)") unless either party gives written notice of termination to the other party at least one (1) year prior to the end of the Initial Period or of any Additional Term, in which case this Agreement shall terminate at the end of such Initial Period or Additional Term (except that as to any sales or payment obligations existing on the date of such notice, this agreement shall terminate upon the termination and discharge of such obligations).
- 2.2. <u>Termination</u>. In the event that City becomes insolvent or suffers the filing of a petition of bankruptcy, or becomes the subject of any insolvency, proceeding of any nature, then, in such event, and in addition to any other rights and remedies Sanitary District may have, Sanitary District shall have the right to immediately terminate this Agreement by written notice. In the event that Sanitary District becomes insolvent or suffers the filing of a petition of bankruptcy, or becomes the subject of any insolvency proceeding of any nature, then, in such event, and in addition to any other rights and remedies it may have, City shall have the right to immediately terminate this Agreement by written notice. This Agreement may also be terminated by either party for cause by providing the other party ninety (90) days written notice to the defaulting party with right to cure such default within this time period. If the default is not cured, then the non-defaulting party may immediately terminate this agreement.

ARTICLE III SUPPLY OF WASTE

3.1. <u>City's Supply of WAS to Sanitary District</u>. City shall deliver to Sanitary District all of the WAS it produces and collects at its wastewater processing facility during the Term of the Agreement. Frequency and timing of delivery of WAS by City can be changed upon written notice to Sanitary District based on modification of City's operations provided all WAS generated by City is delivered to Sanitary District.

Delivery may occur seven (7) days per week, or whatever pre-agreed schedule as determined by the City and Sanitary District.

All WAS (or Bio-Solids) supplied by City will be delivered by authorized tanker trucks that are fully permitted, properly registered, and insured. All WAS will be pumped into metered holding tanks, which shall track the amount of WAS supplied by City, and will be properly certified. Delivery and trucking can be coordinated by Sanitary District if desired by City (See Article IV below).

ARTICLE IV Transportation

4.1. <u>Transportation</u>. Sanitary District will arrange for and coordinate trucking of WAS for City if desired with all costs being included in the cost of WAS processing issued by the Sanitary District to City. In the event that Sanitary District provides the trucking then it shall be at a cost of \$3.00 per mile. This cost will be reviewable annually and upon 45 days' written notice by Sanitary District the price may be adjusted according to Sanitary District's determination. In the event the renewed cost as determined by Sanitary District is unacceptable to City, then they may terminate this contract upon thirty days' written notice.

If City desires to coordinate transportation of WAS, the following terms shall apply: City agrees to diligently pursue, secure and maintain all necessary agreements, permits and governmental approvals to transport the WAS to the Delivery Point. City shall be solely responsible for the arrangement of, and the payment for all transportation of the WAS in such case, and shall consider the use of a central firm as recommended by Sanitary District to provide these transportation services to City.

ARTICLE V PAYMENTS

- 5.1. <u>Payment Terms.</u> Notwithstanding anything to the contrary contained herein, commencing the calendar month following the Commencement Date, City agrees to make monthly payments due on the 1st day of each month to the Sanitary District in which Sanitary District provides any services under this Contract; which monthly payments shall consist of any Monthly WAS Payment due and any Monthly Transportation Payment due as herein provided:
- (a) Sanitary District shall be paid the sum of \$0.10 per gallon of WAS that shall be delivered to the Sanitary District.
- (b) City's obligation to make payment to Sanitary District is absolute and unconditional and the obligation of City to remit to Sanitary District payment due shall not be subject to any defense, said including but not limited to, failure of either party to satisfy the obligations set forth in Article III, the bankruptcy or insolvency of Sanitary District, setoff, counterclaim or recoupment which City may have against Sanitary District for any reason whatsoever. For avoidance of doubt, this Section 5.1 shall not, and is not intended to modify, amend, waive or otherwise alter all other remedies available to City in connection with this

Agreement. Sanitary District shall be entitled to collect reasonable litigation expenses, court costs and attorney fees in the event it is necessary to pursue any sums due to Sanitary District under this Agreement.

(c) <u>Monthly Transportation Payment</u>. If Sanitary District provides for transportation of WAS from City to the Delivery Point, City shall pay a transportation fee of \$3.00 per mile. If City provides for transportation of WAS from City to the Delivery Point, then no Monthly Transportation Payment shall be due.

City's obligation to make the Monthly WAS Payment and any Monthly Transportation Payment to Sanitary District is absolute and unconditional and the obligation of City to remit to Sanitary District the Monthly WAS Payment and any Monthly Transportation Payment due shall not be subject to any defense, said including but not limited to, failure of either party to satisfy the obligations set forth in <u>Article III</u>, the bankruptcy or insolvency of Sanitary District, set-off, counterclaim or recoupment which City may have against Sanitary District for any reason whatsoever. For avoidance of doubt, this Section 5.1 shall not, and is not intended to, modify, amend, waive or otherwise alter any and all other remedies available to City in connection with this Agreement.

- 5.2. <u>Interest.</u> If the City fails to pay all or any portion of the amount owing by it when due hereunder, such unpaid amount will bear interest at a rate equal to three (3) percent per annum above the prime commercial lending rate calculated daily from the date such amount is due hereunder until the date it is actually paid. Upon failure of the City to pay the unpaid amount, including interest thereon within ten (10) calendar days after the due date set out in the Agreement, Sanitary District may, upon giving seven (7) calendar days' notice suspend in whole or in part acceptance of Waste hereunder until such outstanding amount has been paid in full.
- 5.3. **Audit.** Any payment made pursuant to this <u>Article V</u> will not preclude a party from subsequently auditing the accounts of the other as permitted in this Agreement.

ARTICLE VI TITLE AND RISK OF LOSS

- 6.1. <u>Title and Risk of Loss</u>. Delivery shall be deemed to occur when the WAS is delivered at the Delivery Point. Title and risk of loss or damage shall pass from City to Sanitary District upon such delivery. Until such time, City shall be deemed to be in control of and in possession of and shall have title to and risk in the Waste.
- 6.2. <u>No Liability.</u> Sanitary District will have no responsibility or liability with respect to any WAS deliverable under this Agreement until it is delivered to Sanitary District as described in <u>Section 6.1</u>. City will have no responsibility or liability with respect to such WAS after its delivery to Sanitary District, as described in <u>Section 6.1</u> or on account of anything which may be done or happen to arise with respect to such Waste after such delivery.

ARTICLE VII REPRESENTATIONS, COVENANTS AND WARRANTIES

- 7.1. <u>Sanitary District's Representations, Warranties and Covenants.</u> Sanitary District represents and warrants to City, as of the date hereof and covenants to City at all times during the term of this Agreement, as follows and acknowledges that City is relying upon such representations, warranties and covenants in connection with the supply of WAS hereunder:
- (a) This Agreement has been duly and validly executed and delivered by Sanitary District; this Agreement constitutes a legal, valid and binding obligation of Sanitary District, enforceable in accordance with its terms, except to the extent its enforceability may be limited by bankruptcy, insolvency, reorganizations, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity.
- (b) Sanitary District covenants that it shall procure and maintain in force all licenses, consents and approvals required for its operation of the wastewater treatment plant and related facilities.
- (c) Sanitary District covenants that it will maintain accurate and complete records in a prudent and businesslike manner in accordance with sound commercial practices in respect of WAS accepted by Sanitary District hereunder.
- (d) Sanitary District covenants that it shall procure and maintain in force all applicable licenses, consents and approvals required for its obligations under the Agreement.
- 7.2. <u>City's Representations, Warranties and Covenants.</u> City represents and warrants to Sanitary District, as of the date hereof and covenants to Sanitary District at all times during the term of this Agreement, as follows and acknowledges that Sanitary District is relying upon such representations, warranties and covenants in connection with the acceptance of Waste hereunder.
- (a) This Agreement has been duly and validly executed and delivered by City; this Agreement constitutes a legal, valid and binding obligation of City, enforceable in accordance with its terms, except to the extent its enforceability may be limited by bankruptcy, insolvency, reorganizations, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity.
- (b) City covenants that it will maintain or cause to be maintained accurate and complete records in a prudent and businesslike manner in accordance with sound commercial practices, in respect of the Waste supplied by City hereunder.
- (c) City covenants that it shall procure and maintain in force all applicable licenses, consents and approvals required for its obligations under this Agreement.

(d) The WAS will substantially conform with the specifications set forth in this Agreement.

ARTICLE VIII FORCE MAJEURE

- 8.1. <u>Force Majeure.</u> If Sanitary District is unable to perform in whole or in part any obligation or covenant set forth hereunder (except for requirement to pay amounts when due) due to any event or circumstance beyond the reasonable control of Sanitary District, the obligations of Sanitary District under this Agreement will be suspended or curtailed to the extent necessary for the period such force majeure condition continues.
- 8.2. <u>Notice.</u> The party claiming suspension will give notice as soon as reasonably possible when the force majeure condition has or will be remedied to the effect that the same has been remedied and that such party has resumed, or is then in a position to resume, the performance of the suspended covenants or obligations.

ARTICLE IX LIMITATION OF LIABILITY

9.1. <u>Limitation of Liability.</u> IN NO EVENT SHALL CITY OR SANITARY DISTRICT BE LIABLE TO ANY OTHER PARTY HEREUNDER FOR ANY INDIRECT, PUNITIVE OR SPECIAL DAMAGES, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR ANY BREACH THEREOF. NEITHER PARTY'S LIABILITY HEREUNDER SHALL EXCEED THE ANNUAL AMOUNT PAID OR PAYABLE BY CITY HEREUNDER, EXCEPT IN THE EVENT OF EITHER (A) GROSS NEGLIGENCE OR WIELFUL MISCONDUCT OR (B) FAILURE TO MAKE ANY PAYMENTS HEREUNDER, IN WHICH CASE SUCH LIABILITY SHALL NOT BE SO LIMITED.

ARTICLE X AUDIT RIGHTS

10.1 <u>Records.</u> Each party will, establish and maintain at all times, true and accurate books, records and accounts in accordance with standards required of the party by the Indiana State Board of Accounts to be applied consistently from year to year, distinguishable from all other books and records in respect of all transactions undertaken by such party pursuant to this Agreement. During normal business hours, each party shall have the right to audit such books, records and accounts of the other party, <u>provided</u> such right to audit shall be limited to two (2) calendar years following the completion of any sale or other transaction associated with this Agreement.

ARTICLE XI MISCELLANEOUS

- 11.1. Non-Waiver of Future Default. No waiver by either party of any default by the other party in the performance of any of the provisions of the Agreement will operate or be construed as a waiver of any other or future default or defaults, whether of a like or of a different character.
- 11.2. <u>Assignment</u>. Neither party may assign this Agreement or any of its rights hereunder without the prior consent in writing of the other, which consent may not be unreasonably withheld or delayed.
- Interpretation and Fair Construction of Agreement. This Agreement has been reviewed and approved by each of the parties. Sanitary District and City have each participated in the negotiation of the Agreement have proposed language incorporated within this Agreement, and have otherwise been instrumental in the drafting of this Agreement. Each party has been represented by legal counsel in the negotiation and drafting of this Agreement, and has had ample opportunity to confer with that counsel. Therefore, in the event that it should be determined that any provisions of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly construed for nor against any party. The parties agree that the contract, and any of its provisions, shall not be construed against any party as its drafter.
- 11.4. **Document.** Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.
- 11.5. <u>Inurement</u>. This Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 11.6 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the matters contained herein are hereby terminated and cancelled.
- 11.7. <u>Notices</u>. Except as herein otherwise provided, each notice, request, demand, statement, report and bill which must or may be given pursuant hereto will be in writing and may be mailed by prepaid first class mail (or equivalent), delivered by hand or sent by telecopy to the address or number indicated below:

If to Sanitary District:

City of Terre Haute Sanitary District 17 Harding Avenue, Room 200 Terre Haute, IN 47807 Attn: President, Board of Sanitary Commissioners

If to City:

City of Attica Main Street Attica, IN 47918 Attn: City Council President

- 11.8. <u>Modification and Waiver.</u> This document may be amended through the mutual agreement of the parties for any reason. All such modification of the terms and provisions hereof are to be only by the mutual agreement in writing signed by the parties.
- 11.9. <u>Governing Law/Jurisdiction</u>. This Agreement shall be governed by the laws of the State of Indiana, and the parties understand and agree that the Federal and State courts of Vigo County, Indiana shall have exclusive jurisdiction over any civil action arising out of this Agreement, or the services performed hereunder.
- 11.10. <u>Compliance with Laws.</u> This Agreement and the respective obligations of the parties hereunder are subject to present and future valid and applicable laws and valid orders, rules and regulations of duly constituted authorities having jurisdiction.
- 11.11. <u>Severability.</u> If any provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or enforceable any other provision of this Agreement.
- 11.12. <u>Furnishing of Information</u>. The parties will, upon request, provide such additional information as may be reasonably required to all the parties to efficiently and effectively carry out their respective obligations hereunder and to determine and enforce individual or collective rights under this Agreement.
- 11.13. <u>Equitable Remedies.</u> Notwithstanding anything to the contrary contained herein, the parties shall have the right to seek injunctive or equitable relief for any harm arising under this Agreement.
- 11.14. <u>Faithful Performance</u>. The parties shall faithfully perform and discharge their respective obligations under this Agreement and endeavor in good faith to negotiate and settle all matters arising during the performance of this Agreement not specifically provided for.

- 11.15. No Partnership. Sanitary District's relationship with City for purposes of the services rendered under and pursuant to this Agreement is that of an independent contractor, and nothing in this Agreement is intended, or should be construed to create a partnership, agency, joint venture or employment relationship.
- 11.16. <u>Costs</u>. Each of the parties hereto shall pay its own costs and expenses incurred in the negotiation, preparations and execution of this Agreement and of all documents referred to in it and in carrying out the transactions contemplated hereby and thereby.
- 11.17. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document and all counterparts will be construed together and constituted one and the same instrument.
- 11.18 <u>Survival.</u> All provisions of this Agreement which are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration.
- IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

CITY OF TERRE HAUTE, INDIANA BY AND THROUGH THE TERRE HAUTE SANITARY DISTRICT "Sanitary District"

CITY OF ATTICA, INDIANA "City"

By:	By:
Printed: <u>Duke A. Bennett</u>	Printed:
Fitle: <u>Mayor</u>	Title: City Mayor
Attest:	Attest:, Clerk-Treasurer